

Oscar Leeser  
Mayor

Tommy Gonzalez  
City Manager



CITY COUNCIL  
Brian Kennedy, District 1  
Alexsandra Anello, District 2  
Cassandra Hernandez, District 3  
Joe Molinar, District 4  
Isabel Salcido, District 5  
Art Fierro, District 6  
Henry Rivera, District 7  
Chris Canales, District 8

## **AGENDA FOR THE REGULAR COUNCIL MEETING**

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**January 31, 2023**

**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: 229-289-105#**

**AND**

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

**January 30, 2023**

**9:00 AM**

**Teleconference phone number: 1-915-213-4096**

**Toll free number: 1-833-664-9267**

**Conference ID: 483-688-916#**

Notice is hereby given that an Agenda Review Meeting will be conducted on January 30, 2023 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on January 31, 2023 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, January 30, 2023 Conference ID: 483-688-916#**

**Regular Council Meeting, January 31, 2023 Conference ID: 229-289-105#**

**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>**

**A quorum of City Council must participate in the meeting.**

### **ROLL CALL**

### **INVOCATION BY EL PASO POLICE CHAPLAIN AND SUN VALLEY BAPTIST PASTOR DENNIS COFFMAN**

### **PLEDGE OF ALLEGIANCE**

### **MAYOR'S PROCLAMATIONS**

**Black History Month in the City of El Paso**

**El Paso Media Fest Weekend**

**2-1-1 Day in the City of El Paso**

### **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 January 18, 2023 and the Agenda Review Minutes of January 17, 2023.

**[23-173](#)**

**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 [23-111](#)

**CONSENT AGENDA - RESOLUTIONS:**

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

3. That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 4715701 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) Regular Projects" to provide financial assistance to the City of El Paso. Requesting \$27,200.00, no cash match required. The grant period will be from September 1, 2023 - August 31, 2024. [23-128](#)

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

4. That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4750101, FY2024, for the City of El Paso Police Department project identified as "Project Safe Neighborhoods" to provide financial assistance to the City of El Paso. Requesting \$73,760.00. No cash match is required. The grant period will be from October 1, 2023 - September 30, 2024. [23-131](#)

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

5. That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4718401 FY2024, for the City of El Paso Police Department project identified as "Violence Against Women Training Program" to provide financial assistance to the City of El Paso. Requesting \$138,951.06 requires a 30% cash match by the City of \$59,550.45 for a total project amount of \$198,501.51. The grant period will be from September 1, 2023 - August 31, 2024. [23-138](#)

**All Districts**

Police, Assistant Chief Peter Pacillas, (915) 212-4309

6. That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4365502, for the City of El Paso Police Department project identified as "Body Worn Camera, FY 2024" to provide financial assistance to the City of El Paso. Requesting \$609,580.78 requires a cash match by the City of \$203,193.59 for a total project amount of \$812,774.37. The grant period will be [23-159](#)

from September 1, 2023 - August 31, 2024.

**All Districts**

Police, Assistant Chief Zina Silva, (915) 212-4309

7. That the El Paso City Council authorizes the submission of a grant application to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4718001, FY2024, for the City of El Paso Police Department project identified as "Criminal Justice Grant - Justice Assistance Grant (JAG)" to provide financial assistance to the City of El Paso. Requesting \$61,060.00. No cash match is required. The grant period will be from October 1, 2023 - September 30, 2024.

[23-161](#)

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

8. That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950609 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA) Specialized Teams" to provide financial assistance to the City of El Paso. Requesting \$230,000.00. No cash match is required. The grant period will be from September 1, 2023 - August 31, 2024.

[23-165](#)

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

9. That the City Manager or designee is authorized to submit the State Homeland Security grant application number 3221407 for the project titled "El Paso-Urban Planner" through the Texas Office of the Governor including all related paperwork, included but not limited to, authorization of budget transfers, and/or revision to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$90,193.11 for the period from September 1, 2023 through August 31, 2024 for a Lead Planner; and that the City shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the grant funds, the City assures that it will return the funds to the Office of the Governor in full.

[23-181](#)

**All Districts**

Fire, Chief Jonathan P. Killings, (915) 493-5609

10. That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 2951009 for the project titled "Sustainment of Fire Department Special Response Teams" through the Texas Office of the Governor including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$243,117.00 for the period from September 1, 2023 through August 31, 2024, for the project that supports Regional Hazardous Materials Team, Urban Search and Rescue Team, Type III Incident Management Team; and that the City shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the grant funds, the City assures that it will return the funds to the Office of the Governor in full.

[23-182](#)

**All Districts**

Fire, Chief Jonathan P. Killings, (915) 493-5609

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

11. Approve a Planning and Inspections Lien in the amount of \$3,285.75 for the property located at 5225 Ballinger Dr. (Owner of record: Thomas W. Chellis) [23-94](#)

**District 4**

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

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

12. A Resolution that the Managing Director of Museums and Cultural Affairs be authorized to sign an El Paso Museum of Art outgoing loan agreement for the loan of six artworks by artist Gaspar Enriquez to the Las Cruces Museum of Art. [23-108](#)

**All Districts**

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

13. That the City Council approve a Crossing Surface Installation Agreement with BNSF Railway in the amount of \$87,373.00 for the Mountain to River Trail Project. [23-147](#)

**District 1**

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

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

14. Approve a Resolution authorizing the Mayor to Execute the Mayor's certificate and the general certificate of the City in connection with the issuance by the El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Columbia Apartments) Series 2023. [23-177](#)

**All Districts**

El Paso Housing Finance Corporation, Elizabeth Moya, (915) 228-9336

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

15. A Resolution authorizing the Mayor to sign, on behalf of the City of El Paso, an Agreement between the City of El Paso ("City") and The University of Texas at El Paso ("UTEP"), regarding UTEP's assistance with the City's Intersection Safety Improvement Program. [23-149](#)

**All Districts**

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

**CONSENT AGENDA - BOARD RE-APPOINTMENTS:**

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

16. Mark-Thomas Bray to the Ethics Review Commission by Representative Joe Molinar, District 4. [23-187](#)

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

**CONSENT AGENDA - BOARD APPOINTMENTS:**

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

17. Gabriel Ayub to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Henry Rivera, District 7. [23-148](#)

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

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

18. Arnulfo Hernandez to the Ethics Review Commission by Representative Art Fierro, District 6. [23-191](#)

Members of the City Council, Representative Art Fierro, (915) 212-0006

19. Representative Aleksandra Annello to the Financial Oversight and Audit Committee by Mayor Oscar Leeser. [23-192](#)

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

20. Representative Brian P. Kennedy to the Financial Oversight and Audit Committee by Mayor Oscar Leeser. [23-193](#)

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

21. Representative Art Fierro to the Financial Oversight and Audit Committee by Mayor Oscar Leeser. [23-194](#)

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

22. Representative Joe Molinar to the Financial Oversight and Audit Committee by Mayor Oscar Leeser. [23-195](#)

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

23. Representative Art Fierro to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser. [23-197](#)

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

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

24. Michael Adjemian to the City Accessibility Advisory Committee by Representative Cassandra Hernandez, District 3. [23-140](#)  
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003
25. Melinda “Myndi” Luevanos to the Women’s Rights Commission by Representative Art Fierro, District 6. [23-184](#)  
Members of the City Council, Representative Art Fierro, (915) 212-0006
26. Representative Chris Canales to the Animal Shelter Advisory Committee by Mayor Oscar Leeser. [23-198](#)  
Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

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

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

27. 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) [23-162](#)  
**All Districts**  
Tax Office, Maria O. Pasillas, (915) 212-1737

### **CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:**

28. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Isabel Salcido in the amount of \$5,000.00 from Woody L. Hunt. [23-144](#)  
Members of the City Council, Representative Isabel Salcido, (915) 212-0005

### **CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:**

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

29. The linkage to the strategic plan is subsection 7.5 - Set One Standard for Infrastructure Across the City. [23-102](#)  
  
Award Summary:  
  
The award of Solicitation 2023-0165 Police Motorcycle Parts, Service and Maintenance to Santa Teresa Motorsports, for a term of three (3) years for an

estimated amount of \$270,000.00. This contract will allow for the maintenance of motorcycles for the Police Department.

**Contract Variance:**

There is no contract variance compared to the previous contract.

Department: Streets and Maintenance  
Award To: Santa Teresa Motorsports  
Santa Teresa, NM  
Initial Term: 3 Years  
Annual Estimated Award: \$90,000.00 (1 Year)  
Total Estimated Award: \$270,000.00 (3 Years)  
Account No.: 532 - 3600 - 531210 - 37020 - P3701 (Parts)  
532 - 3600 - 531250 - 37020 - P3701 (Service)

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

This is a Non-Competitive, service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Santa Teresa Motorsports.

**All Districts**

Streets and Maintenance, Richard J. Bristol, (915) 212-7000  
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

**CONSENT AGENDA - REQUEST FOR PROPOSAL:**

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

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

[23-154](#)

**Award Summary:**

That the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2023-0055R El Paso Fire Department Special Operations Division Station to Dantex General Contractors, Inc. for an initial amount of \$5,500.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000 if the services are necessary for the proper execution of the project. This contract will provide preconstruction services for the El Paso Fire Department Special Operations Division Station.

Department: Capital Improvement  
Award to: Dantex General Contractors, Inc.

El Paso, TX  
Account No.: 580160-190-4820-PCP20FDSPECTEAM  
Funding Source: 2019 Public Safety Bond  
District(s): 5

This is a Construction Manager-at-Risk procurement, service contract.

**District 5**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092  
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

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

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

31. Discussion and action to approve a Resolution to create the appropriate City Policy which honors and protects the right of pregnant people, to include the following: [23-188](#)
1. Taxpayer Dollars shall not be used frivolously for programs or efforts to criminalize people who seek or aid abortion.
  2. City funds shall not be used to solicit, catalog, report, or investigate reports of abortion.
  3. Police shall make investigating abortion their lowest priority.

**All Districts**

Members of the City Council, Representative Aleksandra Anello, (915) 212-0002  
Members of the City Council, Representative Chris Canales, (915) 212-0008  
Members of the City Council, Representative Henry Rivera, (915) 212-0007

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

32. Discussion and action regarding a Resolution that the City of El Paso re-appoint to the Camino Real Regional Mobility Authority Silvestre Reyes to Position 2, James L. Smith to Position 4, and Dorothy M. Byrd to Position 6 whose terms will expire on February 1, 2025. [23-180](#)

**All Districts**

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

**REGULAR AGENDA - OPERATIONAL FOCUS UPDATES**

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

33. Budget Update - Workforce Focus. [23-151](#)

**All Districts**

City Manager's Office, Araceli Guerra, (915) 212-1241



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

- 34.** Presentation and discussion on Title 7 semi-annual report. [23-139](#)

**All Districts**

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

- 35.** Presentation of newly created Community Health Assessment - a comprehensive document identifying key health needs and issues through systematic, comprehensive data collection and analysis. [23-172](#)

**All Districts**

Public Health, Dr. Hector Ocaranza, (915) 212-6502

**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: 229-289-105#

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**

36. An Ordinance approving a Special Permit to allow for infill development with reduced average lot width for a duplex on the property described as being all of Lot 4, Block 1, Sunrise Acres No. 2 Replat D, 7833 Mount Latona Drive, City of El Paso, El Paso County, Texas. Pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[23-107](#)

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: 7833 Mount Latona Dr.

Applicant: Pedro and Francisca Morales, PZST21-00014

**District 2**

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

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

**PUBLIC HEARING WILL BE HELD ON FEBRUARY 28, 2023**

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

37. An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments to Section 3.1 to allow District Representatives to appoint and remove District Office Staff; 3.18 to allow City Council to authorize leases for 40 years or less by Resolution or Ordinance; Section 3.5A to allow Council to reschedule meetings for holidays and allow the Mayor to cancel a Council meeting if required due to Declared Emergency; Section 3.9B, 3.10B, and 6.1-12 to align to State law and update obsolete references; Section 3.11 to remove the requirement for a second petition in initiatives, and provide a procedure for citizens to Initiate City Ordinances; Section 6.1-4 to authorize the City to create a policy regarding membership on the Civil Service Commission to reflect the community and City Workforce; Section 6.7-1 and 6.8-1 to allow the City to establish more flexible policies in hiring employees; Section 6.13-11D to establish the City contribution to the Police and Fire Pension Fund of no less than 18% of the wages of the participants, and remove the limit on the City's contribution; Section 3.20B to change the reporting structure for the Chief Internal Auditor to report directly to City Council; such election to be held within the City, on May 6, 2023; making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment; providing for severability and setting an effective date.

[23-189](#)

**All Districts**

Communications and Public Affairs, Laura Cruz-Acosta, (915) 212-1061

**PUBLIC HEARING WILL BE HELD ON FEBRUARY 7, 2023**

38. An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments listed in the petition received pursuant to Texas Local Government Code Section 9.004 to create

[23-190](#)

Article IX (Climate Policy) Sections 9.1 (Climate Policy); 9.2 (Definitions); 9.3 (Climate Director); 9.4 (Climate Department); 9.5 (Climate Impact of City Decisions); 9.6 (Tracking Climate Emissions); 9.7 (Climate Jobs); 9.8 (Solar Energy); 9.9 (Renewable Energy Goals); 9.10 (Municipalization of El Paso Electric); 9.11 (Climate Disaster Mitigation, Preparedness and Response); 9.12 (Water Conservation); 9.13 (Elimination of Impediments to Renewable Energy); 9.14 (Climate Commission); 9.16 (Severability).

**All Districts**

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

**PUBLIC HEARING WILL BE HELD ON FEBRUARY 7, 2023**

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

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

39. Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and HNTB Corporation, a Missouri corporation authorized to do business in Texas, for a project known as “Design for Intelligent Transportation System (ITS) Infrastructure at Zaragoza and Bridge of the Americas (BOTA) International Ports of Entry (POE)” for an amount not to exceed \$1,934,517.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursable 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 \$2,034,517.00; 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. [23-143](#)

**All Districts**

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

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

40. The linkage to the Strategic Plan is subsection 2.3 - Increase Public Safety Operational Efficiency. [23-152](#)

**Award Summary:**

Discussion and action on the award of Solicitation 2023-0026R Customer Service Call Center - Staffing & Management Service Operations to Datamark, Inc., for an initial three (3) year term for an estimated amount of \$5,997,809.40. The award also includes a three (3), one (1) year options for an estimated amount of \$5,997,809.40. The total value of the contract is, including the initial term plus the option, for a total of six (6) years, for an estimated amount of \$11,995,618.80. This contract will provide management and operation services which assist in managing the daily call volumes for multiple departments for the

311 phone line.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An annual increase of \$99,395.40, which represents a 5.23% increase due to increased hourly rates.

Department:	Fire
Vendor:	Datamark, Inc. El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	Three (3), one (1) year
Annual Estimated Award:	\$1,999,269.80
Initial Term Estimated Award:	\$5,997,809.40 (3 Years)
Total Estimated Award:	\$11,995,618.80 (6 Years)
Account No.:	322-520010-1000-22080-P2218 321-522150-2305-21610 225-522150-2580-25100 225-522150-2580-25140
Funding Source:	General Funds, Environmental Fees and Animal Services
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Datamark, Inc. the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

**All Districts**

Fire, Jonathan P. Killings, (915) 493-5609  
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

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

- 41.** The linkage to the strategic plan is subsection 7.5 - Set One Standard for Infrastructure Across the City.

[23-99](#)

Award Summary:

Discussion and action on the award of Solicitation 2023-0239 Ford Proprietary Parts and Service to Casa Ford, Inc., for a term of three (3) years for an estimated amount of \$2,055,000.00. This contract will allow for the purchase of Ford Proprietary parts and service for the Fleet Division.

Contract Variance:

There is no contract variance compared to the previous contract.

Department: Streets and Maintenance  
Vendor: Casa Ford, Inc.  
El Paso, TX  
Initial Term: 3 years  
Annual Estimated Award: \$685,000.00 (1 year)  
Total Estimated Award: \$2,055,000.00 (3 years)  
Account No.: 532 - 3600 - 531210 - 37020 - P3701 (Parts)  
532 - 3600 - 531250 - 37020 - P3701 (Service)  
Funding Source: Internal Service Fund  
District(s): All

This is a Non-Competitive, service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Casa Ford, Inc.

**All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092  
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

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

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

42. An Ordinance granting a Special Privilege License to the County of El Paso for the construction, installation, maintenance, use and repair of 540 linear feet of all necessary, desirable, subsurface wires, cables, underground conduit, 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 Campbell Street and First Avenue; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

[23-57](#)

Location: generally, along a portion of First Avenue and Campbell Street  
Applicant: County of El Paso, PSPN22-00007

**District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Armida R. Martinez, (915) 212-1605

43. An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code to extend the current permitting pilot program by one year. The penalty is as provided for in Section 15.08.160 of the El Paso City Code.

[23-61](#)

**All Districts**

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

Planning and Inspections, Raul Garcia, (915) 212-1643

- 44.** An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to extend the current permitting pilot program by one year. The penalty is as provided in Section 15.08.150 of the El Paso City Code. [23-63](#)

**All Districts**

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

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

- 45.** An Ordinance vacating a portion of Allegheny Drive Rights-of-way (54 feet wide) adjacent to Lots 3 and 4, Block 1B and Lot 4, Block 1C, El Paso International Airport Tracts Unit Six Replat, City of El Paso, El Paso County, Texas. [23-62](#)

Applicant: El Paso International Airport - City of El Paso, SURW22-00012

**District 3**

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

Planning and Inspections, Adriana Martinez, (915) 212-1611

**REGULAR AGENDA - OTHER BUSINESS:**

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

- 46.** 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. [23-150](#)

**All Districts**

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

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

- 47.** 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. [23-153](#)

**All Districts**

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

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

- 48.** Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and 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. [23-155](#)

**All Districts**

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

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

**Goal 3: Promote the Visual Image of El Paso****Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments**

49. Discussion and action on a Resolution approving capital improvements totaling approximately \$7,930,335.00, updating the document known as the "Five Year Capital Maintenance Improvement Plan for the Ballpark" for FY2023 through FY2027 and approving the use of 5-year ballpark revenues and proceeds from the sale of capital assets as funding sources for the Plan and authorizing the City Manager to make all necessary budget transfers to complete the improvements. Funding sources are from 5 Year Ballpark Revenue \$5,851,983 and Proceeds from the Sale of Capital Assets \$2,078,352. [POSTPONED FROM 12-13-2022 AND 01-18-2023]

[22-1537](#)

**All Districts**

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

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

50. Discussion and action that the Citizen Participation Plan for the City of El Paso be revised to: (1) include the HUD-mandated Assessment of Fair Housing (AFH); (2) Replace the Community Development Steering Committee with the Community Needs Advisory Committee for Citizen Participation ("CNAC"); (3) provide certain additional revisions recommended by the staff of the Department of Community and Human Development; and (4) reflect current practices and procedures and to remove obsolete language.

[23-141](#)

**All Districts**

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

51. Discussion and action that the Mayor of the City of El Paso, Texas be authorized to sign Resolutions of Support and/or Resolutions of No Objection for the following 2023 9% Regional Competitive Low Income Housing Tax Credit (LIHTC) applications:

[23-142](#)

- Patriot Place II, located at 9500 Kenworthy Drive, El Paso, Texas 79924, proposed by Paisano Housing Redevelopment Corp (D/B/A HOME).

**All Districts**

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

**EXECUTIVE SESSION**

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section

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

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

## **ADJOURN**

### **NOTICE TO THE PUBLIC:**

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter Services, you must email [CityClerk@elpasotexas.gov](mailto: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

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**File #: 23-173, Version: 1**

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**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 January 18, 2023 and the Agenda Review Minutes of January 17, 2023.

OSCAR LEESER  
MAYOR

TOMMY GONZALEZ  
CITY MANAGER



**CITY COUNCIL**  
BRIAN KENNEDY, DISTRICT 1  
ALEXSANDRA ANNELLO, DISTRICT 2  
CASSANDRA HERNANDEZ, DISTRICT 3  
JOE MOLINAR, DISTRICT 4  
ISABEL SALCIDO, DISTRICT 5  
ART FIERRO, DISTRICT 6  
HENRY RIVERA, DISTRICT 7  
CHRIS CANALES, DISTRICT 8

## **MINUTES FOR REGULAR COUNCIL MEETING**

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**January 18, 2023  
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY  
9:00 AM**

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### **ROLL CALL**

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:06 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, and Henry Rivera. Late arrival: Brian Kennedy at 9:08 a.m. Chris Canales requested to be excused.

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### **INVOCATION BY MINISTRY COORDINATOR FOR THE EL PASO COUNTY SHERIFF'S OFFICE, CHAPLAIN SAM FARAONE**

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### **PLEDGE OF ALLEGIANCE**

**Jack and Jill of America – El Paso Southern New Mexico Chapter**

**Maliah A Quintyne  
Golden Mariah Ward  
Jonelle Elizabeth Ward  
Oluwamayokun Adededeji  
Kyran Adams  
Jireh Addie Moseley  
Joshua Eric Moseley  
Na'la Thomas  
Kelechi Alozie  
Ogonna Alozie  
Emeka Joshua Anekwe  
Odera Anekwe  
Adanna Chikwendu  
Ikenna Chikwendu  
Tito Ikem  
Charles Brown  
Carlton Brown Jr.  
Caitlin Brown**

.....  
**MAYOR'S PROCLAMATIONS**

**ZTEX Day**

**Pebble Hills High School Day**

**National Mentoring Day**

.....  
The Regular City Council meeting was **RECESSED** at 9:34 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 9:48 a.m.

.....  
**NOTICE TO THE PUBLIC**

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

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

NAYS: None

ABSENT: Representative Canales

.....  
**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 January 3, 2023 and the Special Meeting of December 23, 2022.

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

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

\*Motion made, seconded, and unanimously carried to **EXCUSE** Representative Chris Canales from the Regular City Council Meeting of January 18, 2023.

.....  
**CONSENT AGENDA – RESOLUTIONS**

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

.....  
3. **\*RESOLUTION**

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

That the City Manager, or designee, be authorized to sign a Non-Federal Reimbursable Agreement (AJW-FN-CSA-22-SW-005016) between the City of El Paso and the Federal Aviation Administration ("FAA") whereby the FAA will provide oversight of services necessary for construction phases and Engineering support for review of plans and specifications for the relocation of FAA owned Runway End Identification Lights system and cables at Runway 08R

due to Taxiway M relocation, and reconfiguration of adjacent connectors and taxiways and runway resurfacing, impacting multiple FAA facilities, equipment, signal and power cables related to airfield projects at El Paso International Airport, El Paso, Texas.

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

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4.

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

**WHEREAS**, the County of El Paso and the City of El Paso would like to enter into an agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, which authorizes local governments to contract with one another to carry out their governmental functions; and

**WHEREAS**, the County of El Paso and the City of El Paso have a common goal to provide for public health, safety and welfare of the residents of the El Paso region; and

**WHEREAS**, the City of El Paso's Environmental Services Department (ESD) is responsible for management of the Greater El Paso Landfill; and

**WHEREAS**, the County of El Paso's Public Works Department wishes to organize community clean-up in a safe manner and without creating large group gatherings; and

**WHEREAS**, in order to clean-up the community, the County of El Paso would like to use the Greater El Paso Landfill ("landfill") to dispose of collected trash; and

**WHEREAS**, the City of El Paso and County of El Paso agree it is in their mutual interest to provide a mechanism for residents outside the City of El Paso to safely and responsibly dispose of solid waste, passenger tires, bulk trash, and electronic waste.

**WHEREAS**, in exchange for the use of the landfill the County of El Paso will provide payment to the City of El Paso for the use of the landfill in the amount of \$16.00 per token of collected trash, in an amount not to exceed \$32,000 per year; and

**WHEREAS**, the City of El Paso's El Paso Environmental Services Department and the County of El Paso Public Works Department wish to enter into this agreement in order to provide for the public health, safety and welfare of the residents in the El Paso region.

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

That the Mayor of the City of El Paso be authorized to sign the Interlocal Agreement between the City of El Paso and the County of El Paso.

That the City Manager or designee be authorized to sign any additional related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting Interlocal Agreement, authorized budget transfer and submit necessary revisions to the operational plan. No cash match is required.

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5.

**\*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:

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 \$346.50, 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 15th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 50/100 DOLLARS (\$346.50) 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, MOLINAR RODOLFO, 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:

252 Westvale Ct, more particularly described as Lot 13 (5130.52 Sq Ft), Block 18, Sunset View #4 Subdivision, City of El Paso, El Paso County, Texas, PID #S814-999-0180-1300

to be \$327.87, 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 March, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SEVEN AND 87/100 DOLLARS (\$327.87) 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, ZARAGOZA MANUEL & KATIRIA, 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:

6514 Franklin Cove Pl, more particularly described as Lot 8 (10245.00 Sq Ft), Block 16, Franklin Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #F609-999-0160-0800

to be \$312.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWELVE AND 00/100 DOLLARS (\$312.00) 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, PULLING 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:

5620 Doniphan Dr, more particularly described as Lot 1 (58472.74 Sq Ft), Block 1, Reddon Subdivision, City of El Paso, El Paso County, Texas, PID #R318-999-0010-0100

to be \$551.00, 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 8th day of January, 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 FIFTY ONE AND 00/100 DOLLARS (\$551.00) 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, RASSETTE CAPITAL 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:

Nwly Pt Of 1 (1011.60' On Nly- 245.65' On Ely-Irreg On Sly- 300.10' On Wly) (6.4517 Ac), Block 3, Transmountain Commercial Park Subdivision, City of El Paso, El Paso County, Texas, PID #T705-999-0030-0150

to be \$329.00, 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 April, 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 NINE AND 00/100 DOLLARS (\$329.00) 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, ANGUIANO 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:



3506 Hueco Ave Rear, more particularly described as S 30' Of 29 & S 30' Of E 1/2 Of 30 (1125 Sq Ft), Block 112, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014- 999-1120-9100

to be \$342.00, 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 10th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY TWO AND 00/100 DOLLARS (\$342.00) 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, ESPINOZA, 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:

3423 Douglas Ave, more particularly described as Lot 12 & E 1/2 Of 11, Block 131, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-1310-2600

to be \$343.93, 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 July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 93/100 DOLLARS (\$343.93) 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 \$468.00, 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 4th day of February, 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 EIGHT AND 00/100 DOLLARS (\$468.00) 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, ESPARZA JACOB G, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

5906 Tampa Ave, more particularly described as Lots 1 & 2, Block A, Deal Subdivision, City of El Paso, El Paso County, Texas, PID #D317-999-000A-0100

to be \$342.00, 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 11th day of February, 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 TWO AND 00/100 DOLLARS (\$342.00) 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, SEELIG ANDREW, 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:

2625 Morehead Ave, more particularly described as Lots 9 & 10 (6000 Sq Ft), Block 26, Military Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M436-999-0260-2800

to be \$399.32, 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 April, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY NINE AND 32/100 DOLLARS (\$399.32) 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, MORALES BENJAMIN, 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 7-B (2.2080 Ac), Block 81, Tsp 2 Sec 9 T & P Surv Subdivision, City of El Paso, El Paso County, Texas, PID #X581-999-2090-0705

to be \$1002.50, 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 March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND TWO AND 50/100 DOLLARS (\$1002.50) 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, MORALES BENJAMIN, 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 6-B-1-B-2 (0.647 Ac), Block 81, Tsp 2 Sec 9 T & P Surv Subdivision, City of El Paso, El Paso County, Texas, PID #X581- 999-2090-0615

to be \$464.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTY FOUR AND 00/100 DOLLARS (\$464.00) 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, MORALES BENJAMIN, 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 6-B-1-B-1 (22794.00 Sq Ft), Block 81, Tsp 2 Sec 9 T & P Surv Subdivision, City of El Paso, El Paso County, Texas, PID #X581- 999-2090-0609

to be \$464.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTY FOUR AND 00/100 DOLLARS (\$464.00) 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, OAJ REAL ESTATE 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:

121 N Awbrey St, more particularly described as Lot 1 (7219 Sq Ft), Brand Subdivision, City of El Paso, El Paso County, Texas, PID #B703-999-0000-0100

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 7th day of May, 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, 4YL GROUP 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:

200 N Seville Dr, more particularly described as Lots 24 & S Pt Of 23 & Adj W 1/2 Of Closed Alley, Block 15, Sambrano Subdivision, City of El Paso, El Paso County, Texas, PID #S052-999-0150-7800

to be \$326.00, 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 11th day of May, 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 SIX AND 00/100 DOLLARS (\$326.00) 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, FUENTES JOSE G, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

2601 Elm St, more particularly described as S 48 Ft Of 1 & 2 S 48 Ft Of E 20 Ft Of 3, Block 125, Highland Park Subdivision, City of El Paso, El Paso County, Texas, PID #H453-999-1250-1500

to be \$326.00, 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 May, 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 SIX AND 00/100 DOLLARS (\$326.00) 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, THE SHERIFF OF TARRANT COUNTY C/O TARRANT COUNTY BAIL BOND BOARD, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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



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

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

to be \$331.39, 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 November, 2017, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY ONE AND 39/100 DOLLARS (\$331.39) 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, 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:

209 Polo Inn Rd, more particularly described as S 52.35 Ft Of N 88.26 Ft On E 212.8 Ft Of Tr 67 (0.25 Acre) (10890 Sq Ft), Valley Gate Subdivision, City of El Paso, El Paso County, Texas, PID #V150-999-000D-0100

to be \$441.00, 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 24th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY ONE AND 00/100 DOLLARS (\$441.00) 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, LOGAN LEE JR, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

425 Gladys Ave, more particularly described as Lot 7, Block A, Thomas Manor Subdivision, City of El Paso, El Paso County, Texas, PID #T240-999-000A-2500

to be \$319.50, 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 January, 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 NINETEEN AND 50/100 DOLLARS (\$319.50) 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, ROMO EDMUNDO J, 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:

3432 Dundee St, more particularly described as Lot 9, Block 16, Scotsdale Subdivision, City of El Paso, El Paso County, Texas, PID #S225-999-0160-6500

to be \$486.50, 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 March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY SIX AND 50/100 DOLLARS (\$486.50) 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, HOANG NATALIE L T, 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:

10815 Hubbard Ct B, more particularly described as Replat B SE Cor Of 9 (36.73' On N 124.07' On E 17.08 Ft On S 119.74 Ft On W) (3281 Sq Ft), Block 47, Pebble Hills #4 Subdivision, City of El Paso, El Paso County, Texas, PID #P654-999-0470-4200

to be \$419.00, 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 11th day of February, 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 NINETEEN AND 00/100 DOLLARS (\$419.00) 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, MULLER DOROTHY 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:

130 Rio Monte St, more particularly described as Pt Of 1 & 2 & 6 (24176 Sq Ft), Dorbandt Subdivision, City of El Paso, El Paso County, Texas, PID #D761-999-0010-1300

to be \$300.50, 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 15th day of June, 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 AND 50/100 DOLLARS (\$300.50) 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, ROCKHOLT CHRISTOPHER L, 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:

11953 Mesquite Bush Dr, more particularly described as Lot 28 (5976.10 Sq Ft), Block 9, Mesquite Hills Subdivision, City of El Paso, El Paso County, Texas, PID #M395-999-0090-2800

to be \$343.00, 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 13th day of August, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 00/100 DOLLARS (\$343.00) 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, SOTO ROBERTO & BLANCA 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:

6006 Doe Ct, more particularly described as Lot 4 SR# TXFLIAD18896286 (4987.83 SQ FT), Block 5, DEER VALLEY #1 Subdivision, City of El Paso, El Paso County, Texas, PID #D327- 999-0050-0700

to be \$361.97, 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, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY ONE AND 97/100 DOLLARS (\$361.97) 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, SUN VALLEY RANCH HOMEOWNERS ASSOCIATION 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:

Lot 10 (31367.00 Sq Ft), Block 1, Sun Valley Ranch Subdivision, City of El Paso, El Paso County, Texas, PID #S820-999-0010-1000

to be \$412.31, 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 August, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWELVE AND 31/100 DOLLARS (\$412.31) 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, LOPEZ MARIBEL, 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:

Lot 35 (Exc Wly Pt) (6132.06 Sq Ft), Block 1, Desert View Mobile Home Subdivision, City of El Paso, El Paso County, Texas, PID #D466-999-0010-7000

to be \$380.50, 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 17th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY AND 50/100 DOLLARS (\$380.50) 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, WILDER ANDREW L, 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:

5733 Waldorf Dr, more particularly described as Lot 5, Block 3, Sun Valley #1 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0030-0500

to be \$343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of January, 2020, and approves the costs described herein.

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

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, CHELLIS THOMAS W, 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:

5225 Ballinger Dr, more particularly described as Lot 19 (7651.00 Sq Ft), Block 4, Sarah Anne Park #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S162-999-0040-3700

to be \$501.00, 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 January, 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 ONE AND 00/100 DOLLARS (\$501.00) 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, TAPNUM FUTURE L P, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

9311 Diana Dr, more particularly described as Lot 2-M-2-B (20051.00 Sq Ft), Block 81, Tsp 2 Sec 2 T & P Surv Subdivision, City of El Paso, El Paso County, Texas, PID #X581-999-2020-0237

to be \$398.00, 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 13th day of January, 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 EIGHT AND 00/100 DOLLARS (\$398.00) 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, FORBES LUCY J, 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:

10917 Road Runner St, more particularly described as Lot 30, Block 1, Desert View Mobile Home Subdivision, City of El Paso, El Paso County, Texas, PID #D466-999-0010-5900

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 23rd day of February, 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, RUSS SHANNON, 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:

12154 O'Brady Pl, more particularly described as Lot 1, Block 3, Future Land Subdivision, City of El Paso, El Paso County, Texas, PID #F950-999-0030-0100

to be \$598.00, 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 January, 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 NINETY EIGHT AND 00/100 DOLLARS (\$598.00) 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, JACKSON PAMELA W, 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:

1828 Joan Francis Dr, more particularly described as Lot 18 (4725.00 Sq Ft), Block 26, Montwood Heights #6 Subdivision, City of El Paso, El Paso County, Texas, PID #M771-999-0260-1800

to be \$382.00, 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 December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY TWO AND 00/100 DOLLARS (\$382.00) 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, GARCIA ISMAEL, 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:

12460 Nancy Lee Dr, more particularly described as Lot 37 (5565.00 Sq Ft), Block 11, Montwood Heights #4 Subdivision, City of El Paso, El Paso County, Texas, PID #M771-999-0110-3700

to be \$336.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 00/100 DOLLARS (\$336.00) 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, O M CONSTRUCTION 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:

3336 Scarlet Point Dr, more particularly described as Lot 10 (4935.00 Sq Ft), Block 194, Tierra Del Este #50 Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-1940-1000

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 27th day of January, 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, BCR CONSTRUCTION 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:

3332 Scarlet Point Dr, more particularly described as Lot 9 (4935.00 Sq Ft), Block 194, Tierra Del Este #50 Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-1940-0900

to be \$343.00, 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 24th day of February, 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 THREE AND 00/100 DOLLARS (\$343.00) 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, PADILLA JAVIER SR & MARIA 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:

1500 Greg Powers Dr A, more particularly described as Sly Pt Of Lot 1 (121.38' On Nly 47.25' On Ely 104.15' On Sly Irreg On Wly) (5165.19 Sq Ft), Block 413, Vista Del Sol #91 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-4130-0100

to be \$332.00, 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, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS (\$332.00) 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, ORTIZ JORGE C C & VERONICA, 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:

12102 Citation Dr, more particularly described as Lot 2 (36250 Sq Ft), Block 2, Ranchos Del Sol #1 Subdivision, City of El Paso, El Paso County, Texas, PID #R246-999-0020-0500

to be \$318.13, 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 January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTEEN AND 13/100 DOLLARS (\$318.13) 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, VILLARREAL STEPHEN J, 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:

11833 E Vitex Cir, more particularly described as Ely 37.50 Ft Of 67 & Wly 15 Ft Of 68 (5250 Sq Ft), Block 4, Hueco Mountain Village Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #H801-999-0040-6715

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 1st day of September, 2017, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED 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, CHACON CHRISTOPHER J, 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:

11108 Cutty Sark Dr, more particularly described as Lot 4 (6513.00 Sq Ft), Block 22, East Glen Subdivision, City of El Paso, El Paso County, Texas, PID #E054-999-0220-0700

to be \$326.00, 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 16th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$326.00) 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, GGIA I, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El

Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

1580 George Dieter Dr 204, more particularly described as Sw Pt Of 22 & W Pt Of 23 Exc Swc (Irreg On W-635'On N-Irreg ON E- 551.26' On S) (9.6950 Ac), Block 316, Vista Del Sol #66 Replat B Subdivision, City of El Paso, El Paso County, Texas, PID #V893- 999-3160-6000

To be \$399.50, 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 19th day of May, 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 NINE AND 50/100 DOLLARS (\$399.50) 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, MCVAY ROSE M & FREDERICK J & 3, 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:

9349 Socorro Rd, more particularly described as Tr 13-A (0.2100 Ac), Block 47, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-0470-1300

to be \$327.87, 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 August, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SEVEN AND 87/100 DOLLARS (\$327.87) 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, NAKASHIMA MARIA 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:

9316 Roseway Dr, more particularly described as Tr 148 (9427 Sq Ft), North Valumbrosa #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N525-999-0010-7300

to be \$425.50, 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 December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY FIVE AND 50/100 DOLLARS (\$425.50) 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, SANDOVAL RAUL, 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:

9733 Vallarta Dr, more particularly described as Lot 27, Block 10, Colonia Del Prado Subdivision, City of El Paso, El Paso County, Texas, PID #C729-999-0100-5300

to be \$329.50, 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 December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY NINE AND 50/100 DOLLARS (\$329.50) 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, CHAIDES, MARIO, 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:

208 Columbia Ave, more particularly described as Lot 16 (16160.76 Sq Ft), Block 3, Pasodale Subdivision, City of El Paso, El Paso County, Texas, PID #P591-999-0030-7600

to be \$747.00, 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 8th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED FORTY SEVEN AND 00/100 DOLLARS (\$747.00) 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, 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 \$329.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of December, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY NINE AND 00/100 DOLLARS (\$329.00) 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, MCVAY ROSE M & FREDERICK J & 3, 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:

9345 Socorro Rd, more particularly described as Tr 13-B (0.23 Ac), Block 47, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-0470-1301

to be \$358.18, 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 13th day of December, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY EIGHT AND 18/100 DOLLARS (\$358.18) 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, NCJ DEVELOPMENT 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:

8482 Alameda Ave, more particularly described as Tr 2-C-1 (2.921 Ac), Block 35, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-035B-0249

to be \$395.50, 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 2nd day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY FIVE AND 50/100 DOLLARS (\$395.50) 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, NAVARRETE SERGIO R & JAVIER & 1, 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:

8675 North Loop Dr, more particularly described as Tr 10-A (1.1489 Ac) & Tr 11 (0.101 Ac) (1.2499 Ac), Block 6, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-0060-1001

to be \$578.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS (\$578.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

4. All records of the City Clerk's office relating to the proceeding against the above described 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, NEVAREZ JULIO 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:

9266 Roseway Dr, more particularly described as Tr 121 (0.247 Ac), North Valumborsa #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N525-999-0010-4600



to be \$343.50, 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 13th day of January, 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 THREE AND 50/100 DOLLARS (\$343.50) 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, UNITED LOGISTICS, 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:

1121 Alza Dr, more particularly described as Lot 2 (87016.60 Sq Ft), Block 8, I-10 Industrial Park Rpl A Subdivision, City of El Paso, El Paso County, Texas, PID #I003-999-0080-0200

to be \$550.50, 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 14th day of January, 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 FIFTY AND 50/100 DOLLARS (\$550.50) 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, THOMAS GEORGE HOMES INC C/O KRAFSUR ANDREW (TR), 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:

9811 Staubach Dr, more particularly described as Nwly Pt Ot 23 & Sely Pt Of 24 (48.49' O St - 113.96' On Wly - 50.43' On Nly - 100.02' On Ely), Block 4, Prado Lindo Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #P880-999-0040-2300

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 2nd day of February, 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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, UNITED LOGISTICS, 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:

1121 Alza Dr, more particularly described as Lot 2 (87016.60 Sq Ft), Block 8 I-10, Industrial Park Rpl A Subdivision, City of El Paso, El Paso County, Texas, PID #I003-999-0080-0200

to be \$486.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of May, 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 SIX AND 00/100 DOLLARS (\$486.00) 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, MIDWEST PROPERTIES, 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:

1634 Ladrillo Pl, more particularly described as Lots 1 & 2 (5520 Sq Ft), Block 4, Heafield & Hudspeth Subdivision, City of El Paso, El Paso County, Texas, PID #H211-999-0040-0100

to be \$383.00, 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, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY THREE AND 00/100 DOLLARS(\$383.00) 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, ESPARZA ENRIQUE JR & CECILIA 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:

1512 Wyoming Ave, more particularly described as Lot 7 & W 1/2 Of 8 (4500 Sq Ft), Block 42, Franklin Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F607-999-0420-1300

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 14th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount 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, CAMPOS JESUS 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:

1415 E Yandell Dr, more particularly described as Lot 25 & E 8.333 Ft Of 24 (3960 Sq Ft), Block 61, Franklin Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F607-999-0610-7100

to be \$343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of January, 2020, and approves the costs described herein.

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

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

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

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

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

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

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

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

607 S Florence St, more particularly described as E 65 Ft Of N 6.50 Ft Of 6 & S 22.50 Ft Of 7 (1885.00 Sq Ft), Block 106, Campbell Subdivision, City of El Paso, El Paso County, Texas, PID #C050- 999-1060-2500

to be \$571.50, 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 13th day of January, 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 ONE AND 50/100 DOLLARS (\$571.50) 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, GARCIA JESUS & MAGDALENA, 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:

1130 Myrtle Ave, more particularly described as N 91.5 Ft Of 15 & W 12.1667 Ft Of 16 & N 84 Ft Of E 12.8333 Ft Of 16 (4420.20 Sq Ft), Block 16, Franklin Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F607-999-0160-6400

to be \$700.00, 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 14th day of January, 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 AND 00/100 DOLLARS (\$700.00) 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, ALVIDREZ DAVID, 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:

1408 N Oregon St, more particularly described as Lots 16 & N 18 Ft Of 17 (5368 Sq Ft), Block 28, Alexander Subdivision, City of El Paso, El Paso County, Texas, PID #A462-999-0280-4100

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 15th day of April, 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 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, FRANKLIN ACQUISITIONS 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:

1501 Golden Hill Terrace, more particularly described as Lots 14 To 16 & W 5 Ft Of 13 (15040 Sq Ft), Block 7, Golden Hill Subdivision, City of El Paso, El Paso County, Texas, PID #G537-999-0070-8100

to be \$322.00, 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 8th day of January, 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 TWO AND 00/100 DOLLARS (\$322.00) 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, RUSEMI 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:

2001 E Paisano Dr, more particularly described as Lots 68 To 70 & E 17.03 Ft Of 71 (10123 Sq Ft), Block B, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-000B-9700

to be \$383.00, 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 April, 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 THREE AND 00/100 DOLLARS (\$383.00) 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, FRESE JOSEPH 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:

2009 Magoffin Ave, more particularly described as Lot 21 (3000 Sq Ft), Block 32, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0320-6100

to be \$503.00, 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 April, 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 THREE AND 00/100 DOLLARS (\$503.00) 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, CUMBRE DEVELOPMENT CORP, 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:

Lot 5 (102360.89 Sq Ft), Block 3, Cumbre Estates (Amending Plat) Subdivision, City of El Paso, El Paso County, Texas, PID #C979-999-0030-0500

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 16th day of February, 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 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, CAMACHO CARLOS M & MARIBEL 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:

2211 Magoffin Ave, more particularly described as Lot 23, Block 34, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0340-7100

to be \$474.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of April, 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 SEVENTY FOUR AND 00/100 DOLLARS (\$474.00) 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, CARO MAGDA, 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:

3214 Pera Ave, more particularly described as Lot 25 & E 1/2 Of 26 (5250 Sq Ft), Block 4, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0040-5700

to be \$702.00, 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 14th day of April, 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 TWO AND 00/100 DOLLARS (\$702.00) 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, GARZA ALEJANDRO 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:

610 S Raynor St, more particularly described as S 50 Ft Of 29 To 32, Block 0-2, Moeller Subdivision, City of El Paso, El Paso County, Texas, PID #M627-999-0040-9300

to be \$344.00, 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 25th day of May, 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 FOUR AND 00/100 DOLLARS (\$344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

6. \*Motion made, seconded, and unanimously carried to **DELETE** the resolution that the Mayor of the City of El Paso be authorized to sign the Interlocal Agreement between the City of El Paso and the Ysleta del Sur Pueblo for the sale of two (2) LR-TS36S Longray Therman Foggers to Pueblo, which are no longer required or used by the City of El Paso, to be used exclusively by Pueblo, to allow Pueblo to combat the spread of mosquito populations in the area and which serves a municipal purpose as it would benefit the overall health and safety of City's residents.

That the City Manager or designee be authorized to sign any additional related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting Interlocal Agreement, and be authorized to submit necessary revisions to the operational plan and make any budget transfers necessary to accomplish the purpose of this resolution.

.....  
**CONSENT AGENDA – BOARD RE-APPOINTMENTS:**

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

7. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Paulina Lagos to the Historic Landmark Commission by Representative Cassandra Hernandez, District 3.

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

8. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Victor Vazquez Jr. to the Civil Service Commission by Representative Alexsandra Anello, District 2.

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

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

9. \*Motion made, seconded, and unanimously carried to **APPOINT** Fabian Uribe to the Zoning Board of Adjustment by Representative Isabel Salcido, District 5.

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

10. \*Motion made, seconded, and unanimously carried to **APPOINT** Michael Adjemian to the Citizen's Accessibility Advisory Committee by Representative Cassandra Hernandez, District 3. ***\*\*Wrong Committee name listed on the agenda, this appointed will be resubmitted for approval on a future agenda.***

.....

**CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS**

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

.....

11. \*Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below:

1. Villegas Ventures LLC, in the amount of \$4,673.10 made an overpayment on December 21, 2022 of 2022 taxes. (Geo. #B202-999-0440-0100)
  2. Ernesto R. Arcia, in the amount of \$4,001.82 made an overpayment on December 12, 2022 of 2020 taxes. (Geo. #N490-999-0010-0210)
  3. CoreLogic Refunds Dept, in the amount of \$4,413.07 made an overpayment on December 19, 2022 of 2022 taxes. (Geo. #V893-999-165A-2100)
- .....

**CONSENT AGENDA – BIDS**

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**Goal 4: Enhance El Paso's Quality of Life Through Recreational, Cultural ad Educational Environments**

.....

12. \*Motion made, seconded, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Olus Distributing referencing Contract 2021-1247 Animal Food Produce. This will be a change order to increase the contract by \$53,115.50 for a total amount not to exceed \$304,480.50. This change order will cover expenses for the remainder of the contract.

Contract Variance:  
No contract variance.

Department:	Zoo
Award to:	Olus Distributing El Paso, TX
Total Estimated Award:	\$53,115.50
Account No:	452 - 3400 - 52140 - 531100 - P5241
Funding Source:	Zoo Operations Fund
District(s):	All

This is a Low Bid, unit price contract.

.....

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

.....

13. \*Motion made, seconded, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Mario Alberto Gonzalez dba MG Evergreen LLC referencing Contract 2019-784 Brio RTS Landscape Maintenance. This will be a change order to increase the award by \$117,430.30 for a total amount not to exceed \$587,151.50. This change order will allow adding services to this contract for the landscape maintenance of Montana Brio RTS for the duration of the contract.

Department:	Streets and Maintenance
Award to:	Mario Alberto Gonzalez dba MG Evergreen LLC El Paso, TX
Total Estimated Amount:	\$117,430.30

Account No.: 532 - 2305 - 522210 - 32120 - P3215  
Funding Source: General Fund  
District(s): All

.....  
The Regular City Council Meeting was **RECESSED** at 10:50 a.m. in order to convene the Mass Transit Board Meeting.

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

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

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

14. \*Motion made, seconded, and unanimously carried to **DELETE** the discussion and action to review recommendations, items, and amendments for the May 2023 Charter Amendment Election.

.....  
**REGULAR AGENDA – OPERATIONAL FOCUS UPDATES**  
.....

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

15. **UPDATE ONLY:** Cross Functional Team Update - Short-term Rental Ordinance.

Ms. Nicole Cote, Managing Director for the Office of Management and Budget and Purchasing and Strategic Sourcing, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Kennedy, Annello, Hernandez, Salcido and Fierro commented.

The following City staff members commented:

- Mr. Tommy Gonzalez, City Manager
- Ms. Laura Cruz-Acosta, Strategic Communications Director.

The following members of the public commented:

1. Ms. Tiffany Menefee
2. Ms. Sabrina Maldonado
3. Ms. Heidy Seo
4. Ms. Paulina Longenbaugh
5. Ms. Amanda Middleton
6. Mr. Christian Maldonado
7. Mr. Julio Norman
8. Mr. Edward Beck
9. Ms. Lauren Mlouhi
10. Mr. Ralph Crouse

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

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

16. \*Motion made, seconded, and unanimously carried to **DELETE** the 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

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

17. \*Motion made, seconded, and unanimously carried to **DELETE** the 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)
2. City Attorney Overview (Karla Nieman)
  - a. State Disaster Declaration
  - b. Emergency Ordinances
  - c. Greg Abbott, in his official capacity as Governor of Texas v. City of El Paso & Statewide Mask Mandate Litigation
  - d. Additional Updates
3. Team Lead Report:
  - a. Health Focus (Hector Ocaranza, M.D.)
    - i. COVID-19 update
    - ii. Influenza Update
    - iii. RSV Update
4. City Manager Wrap-up (Tommy Gonzalez)

- .....  
18. Presentation and discussion on Community Cats.

Chief Terry Kebschull, Animal Services Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Molinar commented.

The following members of the public commented:

1. Ms. Jutta Goodman
2. Ms. Jessica Watson
3. Ms. Marcia Margherio
4. Mr. Michael Bean
5. Mrs. Wagonner

Statements submitted by the following members of the public were read into the record:

6. Ms. Norman Seelig
7. Mr. Charles A. Armendariz
8. Ms. Mary Berg
9. Ms. Vickie Dye
10. Ms. Marcia L. Carle
11. Ms. Lindsey Alvarez
12. Ms. Jane Nicholson
13. Mr. Robert Collins
14. Ms. Kara Knudson
15. Ms. Linda Wick



16. Ms. Xochitl Torres
17. Ms. Rosy Mata
18. Ms. Norma Elias
19. Ms. Tammy Wick
20. Ms. Lucinda Noyes
21. Ms. Cene Crabtree
22. Ms. Sadie Charles
23. Ms. Ana Mendieta

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

**CALL TO THE PUBLIC – PUBLIC COMMENT:**

The following members of the public commented:

1. Ms. Wally Cech
2. Ms. Elaine Prickett
3. Mr. Albert Rivera
4. Mr. Ron Comeau
5. Ms. Loretta Hyde
6. Ms. Karen Washington

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

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

Motion made by Mayor Pro Tempore Anello, 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 Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, and Rivera

NAYS: None

ABSENT: Representative Canales

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

19. An Ordinance granting a Special Privilege License to the County of El Paso for the construction, installation, maintenance, use and repair of 540 linear feet of all necessary, desirable, subsurface wires, cables, underground conduit, 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 Campbell Street and First Avenue; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

Location: generally, along a portion of First Avenue and Campbell Street

Applicant: County of El Paso, PSPN22-00007

20. An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code to extend the current permitting pilot program by one year. The penalty is as provided for in Section 15.08.160 of the El Paso City Code

21. An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to extend the current permitting pilot program by one year. The penalty is as provided in Section 15.08.150 of the El Paso City Code.

22. An Ordinance vacating a portion of Allegheny Drive Rights-of-way (54 feet wide) adjacent to Lots 3 and 4, Block 1B and Lot 4, Block 1C, El Paso International Airport Tracts Unit Six Replat, City of El Paso, El Paso County, Texas.

Applicant: El Paso International Airport - City of El Paso, SURW22-00012

**PUBLIC HEARING WILL BE HELD ON JANUARY 31, 2023 FOR ITEMS 19 THROUGH 22**

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

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

23. Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **AWARD** Solicitation 2023-0199 El Paso International Airport Terminal Ceiling and Lighting Improvements to Hensel Phelps Construction Co. for an estimated award of \$9,737,000.00. The El Paso International Airport will modernize the interior of the terminal building by installing new ceiling and lighting throughout the first and second levels of the terminal.

Department:	Capital Improvement
Award to:	Hensel Phelps Construction Co. Greeley, CO
Item(s):	Base Bid I
Initial Term:	510 Consecutive Calendar Days
Base Bid I:	\$9,737,000.00
Total Estimated Award:	\$9,737,000.00
Funding Source:	Airport Terminal Program Grant and Airport Enterprise
Account:	562-3010-62335-580270- G62A204002 562-3080-62335-580270- G62A204002
District(s):	All

This is a Low Bid procurement, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Hensel Phelps Construction Co., 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.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, and Rivera  
NAYS: None  
ABSENT: Representative Canales

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

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- 24. ITEM:** Discussion and action on the award of Solicitation No. 2023-0054 – Security Guard Services - Municipal Court to TriCorps Security, Inc., for an initial term of three (3) years for an initial estimated amount of \$1,642,980.00. The award also includes a two (2) year option for an estimated amount of \$1,095,320.00. The total amount of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$2,738,300.00. This contract will provide security guard services that will cover 24-hour weekday, weekend, and holiday; and bailiff and prisoner transport services

Representatives Kennedy, Hernandez and Rivera commented.

The following City staff members commented:

- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Assistant Director
- Ms. Karla Nieman, City Attorney
- Mr. Tommy Gonzalez, City Manager

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

Motion made by Representative Kennedy, seconded by Mayor Pro Tempore Annello, and unanimously carried to **AMEND** the award to **DIRECT** staff to return to City Council prior to the expiration of the contract.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, and Rivera  
NAYS: None  
ABSENT: Representative Canales

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

Motion made by Alternate Mayor Pro Tem Molinar, seconded by Representative Fierro, and unanimously carried to **AWARD, AS AMENDED**, Solicitation No. 2023-0054 – Security Guard Services - Municipal Court to TriCorps Security, Inc., for an initial term of three (3) years for an initial estimated amount of \$1,642,980.00 and to **DIRECT** staff to return to City Council prior to the expiration of the contract. The award also includes a two (2) year option for an estimated amount of \$1,095,320.00. The total amount of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$2,738,300.00. This contract will provide security guard services that will cover 24-hour weekday, weekend, and holiday; and bailiff and prisoner transport services.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$493,294.80 for the initial term, which represents a 42.91% increase due to an increase in hourly rates.

Department:	Municipal Court
Award to:	TriCorps Security, Inc.
	Oklahoma City, OK
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$547,660.00

Initial Term Estimated Award:	\$1,642,980.00
Option Term Estimated Award:	\$1,095,320.00
Total Estimated Award:	\$2,738,300.00
Account No.:	111-2532-522120-11030-P1137
Funding Source:	Restrictive Fund for Court Security
District(s):	All

This is a Best Value, service contract.

The Purchasing & Strategic Sourcing and the Municipal Court Departments recommend award as indicated to TriCorps Security, Inc., the highest ranked bidder based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, and Rivera  
 NAYS: None  
 ABSENT: Representative Canales

- 
25. Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **AUTHORIZE** the Managing Director of the Purchasing and Strategic Sourcing Department to issue a Purchase Order(s) to Zoll Medical Corporation, the sole source provider for the cardiac monitor defibrillators for a term of one (1) year for an estimated amount of \$370,052.72. This contract will allow standardization of cardiac monitor defibrillators for the Mobile Integrated Health Team and two new Rescues #36 and #38.

Contract Variance:  
 No contract variance.

Department:	Fire
Award to:	Zoll Medical Corporation Chelmsford, MA
Total Estimated Award:	\$370,052.72
Account No:	580090-2235-322-22135-PHS06-G21CSLFRF 580062-4820-190-29090-PCP20FDSTATIO36 580062-4820-190-29090-PCP20FDSTATIO38
Funding Source:	COVID Relief Fund and Public Safety Bond
District(s):	All
Reference No:	2023-0033

This is a Sole Source, unit price contract.

The Purchasing & Strategic Sourcing and the Fire Departments recommend award as indicated to Zoll Medical Corporation the sole source and authorized distributor for X Series monitor/Defibrillator and services.

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, and Rivera  
 NAYS: None  
 ABSENT: Representative Canales

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**REGULAR AGENDA – OTHER BUSINESS:**

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

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26. **ITEM:** Discussion and action on a Resolution approving capital improvements totaling approximately \$7,930,335.00, updating the document known as the “Five Year Capital Maintenance Improvement Plan for the Ballpark” for FY2023 through FY2027 and approving the use of 5-year ballpark revenues and proceeds from the sale of capital assets as funding sources for the Plan and authorizing the City Manager to make all necessary budget transfers to complete the improvements. Funding sources are from 5 Year Ballpark Revenue \$5,851,983 and Proceeds from the Sale of Capital Assets \$2,078,352.

Mr. Robert Cortinas, Chief Financial Officer, and Mr. Sam Rodriguez, Chief Operations Officer, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Mayor Leaser and Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, and Rivera commented.

The following City staff members commented:

- Mr. Tommy Gonzalez, City Manager
- Ms. Karla Nieman, City Attorney

Motion made by Mayor Pro Tempore Anello, seconded by Representative Fierro, and unanimously carried to **POSTPONE** the item for **TWO WEEKS**.

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

NAYS: None

ABSENT: Representative Canales

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#### **EXECUTIVE SESSION**

- 
- EX1.** \*Motion made, seconded, and unanimously carried to **DELETE** the executive session item on the Application of El Paso Electric Company for Approval of Limited Code of Conduct Waivers and Associated Amendments to its Code of Conduct and Compliance Plan, Public Utility Commission of Texas Docket No. 54383. Matter No. 21-1008-204 (551.071)

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#### **ADJOURN**

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Motion made by Mayor Pro Tempore Anello, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 2:01 p.m.

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

NAYS: None

ABSENT: Representative Canales

---

**APPROVED AS TO CONTENT:**

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Laura D. Prine, City Clerk

OSCAR LEESER  
MAYOR



**CITY COUNCIL**  
BRIAN KENNEDY, DISTRICT 1  
ALEXSANDRA ANNELLO, DISTRICT 2  
CASSANDRA HERNANDEZ DISTRICT 3  
JOE MOLINAR, DISTRICT 4  
ISABEL SALCIDO, DISTRICT 5  
ART FIERRO DISTRICT 6  
HENRY RIVERA, DISTRICT 7  
CHRIS CANALES, DISTRICT 8

TOMMY GONZALEZ  
CITY MANAGER

**AGENDA REVIEW MINUTES  
COUNCIL CHAMBERS AND VIRTUALLY  
CITY HALL, 300 N. CAMPBELL  
January 17, 2023  
9:00 A.M.**

.....  
The City Council met at the above place and date. Meeting was called to order at 9:01 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Brian Kennedy, Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Henry Rivera, and Chris Canales. Late arrival: Art Fierro at 9:08 a.m. Isabel Salcido requested to be excused.

The agenda items for the January 18, 2023, Regular City Council and Mass Transit Board meetings were reviewed.

.....  
**14. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL**

Discussion and action to review recommendations, items, and amendments for the May 2023 Charter Amendment Election.

Representative Anello commented.

.....  
**15. REGULAR AGENDA – OPERATIONAL FOCUS UPDATES**

**UPDATE ONLY:** Cross Functional Team Update - Short-term Rental Ordinance.

Mayor Leeser questioned the following City staff member:

- Ms. Nicole Cote, Managing Director of Office of Management and Budget and Purchasing and Strategic Sourcing

.....  
**20. REGULAR AGENDA – FIRST READING OF ORDINANCES**

An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code to extend the current permitting pilot program by one year. The penalty is as provided for in Section 15.08.160 of the El Paso City Code.

Mayor Leeser questioned the following City staff member:

- Mr. Raul Garcia, Planning and Inspections Program Manager.

.....  
**24. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS**

Discussion and action on the award of Solicitation No. 2023-0054 – Security Guard Services - Municipal Court to TriCorps Security, Inc., for an initial term of three (3) years for an initial estimated amount of \$1,642,980.00. The award also includes a two (2) year option for an estimated amount of \$1,095,320.00.

The total amount of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$2,738,300.00. This contract will provide security guard services that will cover 24-hour weekday, weekend, and holiday; and bailiff and prisoner transport services.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$493,294.80 for the initial term, which represents a 42.91% increase due to an increase in hourly rates.

Department:	Municipal Court
Award to:	TriCorps Security, Inc. Oklahoma City, Ok
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$547,660.00
Initial Term Estimated Award:	\$1,642,980.00
Option Term Estimated Award:	\$1,095,320.00
Total Estimated Award:	\$2,738,300.00
Account No.:	111-2532-522120-11030-P1137
Funding Source:	Restrictive Fund for Court Security
District(s):	All

This is a Best Value, service contract.

The Purchasing & Strategic Sourcing and the Municipal Court Departments recommend award as indicated to TriCorps Security, Inc., the highest ranked bidder based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Mayor Leeson questioned the following City staff member:

- Mr. Derek Russell, Senior Procurement Analyst

.....  
Motion made by Representative Hernandez, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 9:15 a.m.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representative Salcido

.....  
APPROVED AS TO CONTENT:

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Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 23-111, Version: 1**

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**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

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File #: 23-128, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

**AGENDA LANGUAGE:**

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

That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 4715701 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) Regular Projects" to provide financial assistance to the City of El Paso. Requesting \$27,200.00, no cash match required. The grant period will be from September 1, 2023 - August 31, 2024.

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

**DEPARTMENT:** Police

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME AND PHONE NUMBER:** Assistant Chief Peter Pacillas, 212-4308

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** NO. 2: Set the Standard for a Safe and Secure City

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

**SUBJECT:**

That, the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 4715701 for the City of El Paso Police Department project identified as "SHSP Regular Projects" to provide financial assistance to the City of El Paso. Requesting \$27,200.00, no cash match required. The grant period will be from September 1, 2023 – August 31, 2024.

**BACKGROUND / DISCUSSION:**

The Homeland Security Grant Program (SHSP) assists local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose a risk to security in the El Paso community and Rio Grande Council of Government area. The grant will provide protective equipment.

**PRIOR COUNCIL ACTION:**

The grant application for FY2023 Homeland Security Program was approved by City Council on February 1, 2022. Grant application for FY2022 Homeland Security Program was approved by City Council on February 2, 2021. The grant application for FY2021 was approved on February 18, 2020. The grant application for FY2020 was approved on February 26, 2019.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Assistant Chief Peter Pacillas



### **RESOLUTION**

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

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 4715701 for the El Paso Police Department project identified as “SHSP Regular Project;” and

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

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

1. **THAT**, the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 4715701, for the City of El Paso Police Department project identified as “SHSP Regular Projects” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease, or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2023.

## CITY OF EL PASO

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Oscar Leaser  
Mayor

## ATTEST:

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Laura D. Prine  
City Clerk

## APPROVED AS TO FORM:


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 Eric Gutierrez  
 Assistant City Attorney

## APPROVED AS TO CONTENT:


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 Assistant Chief Peter Pacillas  
 El Paso Police Department

1/10/23, 3:23 PM

eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

[Print This Page](#)

**Agency Name:** El Paso, City of  
**Grant/App:** 4715701 **Start Date:** 9/1/2023 **End Date:** 8/31/2024

**Project Title:** SHSP REGULAR Projects  
**Status:** Application Pending Submission

**Eligibility Information**

**Your organization's Texas Payee/Taxpayer ID Number:**  
 746000749

**Application Eligibility Certify:**

Created on:1/3/2023 10:33:35 AM By:Laura Carpio

**Profile Information**

**Applicant Agency Name:** El Paso, City of  
**Project Title:** SHSP REGULAR Projects  
**Division or Unit to Administer the Project:** Special Investigations and Dignitary Protection Units  
**Address Line 1:** 300 N. Campbell  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79901-1402  
**Start Date:** 9/1/2023  
**End Date:** 8/31/2024

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments

**Headquarter County:** El Paso

**Counties within Project's Impact Area:** El Paso

**Grant Officials:****Authorized Official**

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

**Financial Official**

**Name:** Margarita Munoz  
**Email:** munozmm@elpasotexas.gov  
**Address 1:** 300 N. Campbell st  
**Address 1:**  
**City:** City of El Paso, Texas 79901  
**Phone:** 915-212-1174 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Comptroller

**Project Director**

**Name:** Oscar Giron  
**Email:** 2075@elpasotexas.gov

1/10/23, 3:23 PM

eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

**Address 1:** 911 N. Raynor  
**Address 1:**  
**City:** El Paso, Texas 79903  
**Phone:** 915-212-4153 Other Phone: 915-212-4151  
**Fax:**  
**Title:** Mr.  
**Salutation:** Officer  
**Position:** Police Officer

#### **Grant Writer**

**Name:** Laura Carpio  
**Email:** c1923@elpasotexas.gov  
**Address 1:** 911 N. Raynor  
**Address 1:**  
**City:** El Paso, Texas 79903  
**Phone:** 915-212-4277 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Senior Grant Planner

#### **Grant Vendor Information**

**Organization Type:** Unit of Local Government (City, Town, or Village)  
**Organization Option:** applying to provide homeland security services  
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 746000749  
**Unique Entity Identifier (UEI):** KLZGKXNFVTL4

#### **Narrative Information**

##### **Overview**

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

##### **Primary Mission and Purpose**

**State Homeland Security Program (SHSP):** Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

##### **Eligibility Requirements**

**Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

**Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

**Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

**Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

**National Incident Management System (NIMS) Implementation**

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

**Emergency Management Plans (Intermediate Level)**

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at [tdem.plans@tdem.texas.gov](mailto:tdem.plans@tdem.texas.gov).

**Program Income**

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

**Deduction Method** - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

**Asset Seizures and Forfeitures** - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

**Program Requirements****Building and Sustaining Core Capabilities**

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

**Mission Areas**

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention.** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection.** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation.** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response.** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery.** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

**Nationwide Cyber Security Review**

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

**Overall Certification**



Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

☒ I certify to all of the application content and requirements.

#### Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

This project will provide personal protective equipment for the El Paso Police Departments Special Investigations and Dignitary Protection units. The application is for thirty-two plate carriers and sixty-four rifle-rated body armor plates. The units will utilize this equipment to mitigate and respond to acts of terrorism and natural disasters in the region.

#### Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

El Paso is a prime target for foreign and domestic terrorism and similar attacks due partly to its proximity to Mexico and the high volume of international commerce. The current population is an estimated 879,000. Additionally, El Paso is home to one of the largest military bases, Fort Bliss, TX. The El Paso Police Department provides service and protection to the residents and those visiting the city daily. Terrorism attacks have occurred nationally (Highland Park, IL. Buffalo, NY.), regionally in Uvalde, TX, and recently locally in El Paso, TX. This project will improve Law Enforcement's ability to respond to and mitigate mass casualty and terrorism-related incidents identified in the regional THIRA. The THIRA identifies threats to include active shooter attacks against soft targets in the region (2022 THIRA pg.9,14).

#### Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The El Paso Police Department has 22 personnel assigned to the Dignitary Protection Unit and 10 personnel assigned to the Special Investigations Unit. These units operate separately but often work in conjunction on major events and incidents in the region, and both units can handle multiple incidents simultaneously. For regular duty use, personnel are issued basic personal protection equipment, including soft body armor.

#### Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR). This project will address gaps in the Interdiction and Disruption core capability (2022 SPR 25,26) and provide personal protective equipment for the Dignitary Protection and Special Investigations Units. Page 26 of the 2022 SPR also identifies a capability gap in the POETE under Equipment needed for, or replacement of, equipment to be provided for personnel. Currently, personnel is issued basic PPE (soft body armor); however, they are not equipped with rifle-rated body armor. "Interdiction and disruption" and "On scene security and protection" were both listed in the "top 3 core capabilities to sustain" on the 2022 SPR PG 111.

#### Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

This project will reduce the capability gaps by increasing officer safety for the Dignitary Protection and Special Investigations Units. In addition, it will increase Personal Protection Equipment (PPE) for the officers to prevent, mitigate, and tactically improve responses to critical incidents related to active shooter, coordinated terrorist attacks, and natural disasters.

#### Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human

***sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)***

**4.1.1 Strengthen the state's regionally focused, multi-discipline, all-hazards response system that ensures each region statewide has access to the necessary response teams and resources, including enhancement of resource requests and mutual aid processes.**

#### **Target Group :**

**Identify the target group and population expected to benefit from this project.**

**The 32 members from the El Paso Police Departments Dignitary Protection and Special Investigations Units will be the direct beneficiaries. The listed equipment will enhance both units' ability to respond to, mitigate, and protect the city and region's residents from potential terrorism from active shooter, coordinated terrorist attacks, and natural disasters.**

#### **Long-Term Approach:**

**Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.**

**The El Paso Police Department will continue to seek alternate funding to maintain a regional response level safely and efficiently.**

#### **Project Activities Information**

##### **HSGP Instructions for Project Activity Selection**

**Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".**

##### **Selected Project Activities:**

<b>ACTIVITY</b>	<b>PERCENTAGE:</b>	<b>DESCRIPTION</b>
Support of First Responder Capabilities	100.00	This project will provide El Paso Police personnel and first responders with equipment to respond to acts of terrorism and natural disasters. This project is for the purchase of 32 plate carriers and 64 rifle-rated body armor plates.

#### **Measures Information**

##### **Objective Output Measures**

<b>OUTPUT MEASURE</b>	<b>TARGET LEVEL</b>
Number of exercises conducted.	0
Number of individuals participating in exercises.	0
Number of people trained.	0
Number of Special Response Team personnel provided with new or updated equipment.	32
Number of Special Response Teams created, maintained or enhanced.	2
Number of trainings conducted.	0

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**Objective Outcome Measures**

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

**Custom Output Measures**

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

**Custom Outcome Measures**

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

**Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a **resolution** that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the **approved** resolution to eGrants by going to the Upload.Files tab and following the instructions on Uploading eGrants Files.

**Contract Compliance**

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- ☐ Yes  
☒ No

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**For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.**

**Enter a description for monitoring contract compliance:**

#### **Lobbying**

**For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?**

**Select the appropriate response:**

☐ Yes

☒ No

☐ N/A

**For applicant agencies that selected either No or N/A above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?**

☐ Yes

☒ No

☐ N/A

#### **Fiscal Year**

**Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).**

**Enter the Begin Date [mm/dd/yyyy]:**

9/1/2023

**Enter the End Date [mm/dd/yyyy]:**

8/31/2024

#### **Sources of Financial Support**

**Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:**

**Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:**

217632742

**Enter the amount (in Whole Dollars \$) of State Grant Funds expended:**

5107956

#### **Single Audit**

**Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.**

**Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?**

**Select the appropriate response:**

☒ Yes

☐ No

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**Applicant agencies that selected Yes above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.**

**Enter the date of your last annual single audit:**

**8/31/2021**

**Debarment**

**Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):**

- **Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;**
- **Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or**
- **Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.**

**Select the appropriate response:**

☒ **I Certify**

☐ **Unable to Certify**

**Enter the debarment justification:**

**FFATA Certification**

**Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers YES to the FIRST statement but NO to the SECOND statement listed below.**

**In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

☐ **Yes**

☒ **No**

**Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

☐ **Yes**

☒ **No**

**If you answered YES to the FIRST statement and NO to the SECOND statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).**

**Position 1 - Name:**

**Position 1 - Total Compensation (\$):**

**0**

**Position 2 - Name:**

**Position 2 - Total Compensation (\$):**

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0

**Position 3 - Name:****Position 3 - Total Compensation (\$):**

0

**Position 4 - Name:****Position 4 - Total Compensation (\$):**

0

**Position 5 - Name:****Position 5 - Total Compensation (\$):**

0

**Homeland Security Information****FUND SOURCE INFORMATION AND REQUIREMENTS****DHS Project Type: Establish/enhance regional response teams****Capabilities****Core Capability: Interdiction and Disruption****Identify if this investment focuses on building new capabilities or sustaining existing capabilities. :  
New Capabilities (Build)****Are the assets or activities Deployable or Shareable: Deployable****Check if this Investment requires new construction or renovation, retrofitting, or modification  
of existing structures****X   Check if these funds will support a project that was previously funded with HSGP funding****Project Management Step Involved:****Check the step that most closely resembles the phase of the project activities to be completed  
during the grant period.****Step: Execute****Description: The period within the project lifecycle during which the actual work of creating the  
project's deliverables is carried out.****Process: Involves directing, accomplishing, managing, and completing all phases and aspects of  
work for a given project.****Milestones****Milestone: Research equipment and vendors; Completion Date: 12-30-2023****Milestone: Receive quotes and prepare purchase packets according to city purchasing process;  
Completion Date: 02-28-2024****Milestone: Submit packets with approved purchase orders upon completion of city purchasing  
process; Completion Date: 05-31-2024****Milestone: Receive and deploy equipment ; Completion Date: 08-31-2024****NIMS Resources****Check if this project supports a NIMS typed resource****Enter the name of the typed resources from the Resource Type Library Tool:**

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**Enter the ID of the typed resources from the Resource Type Library Tool:**

### **Fiscal Capability Information**

#### **Section 1: Organizational Information**

**\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\***

**Enter the following values in order to submit the application**

**Enter the Year in which the Corporation was Founded: 0**

**Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900**

**Enter the Employer Identification Number Assigned by the IRS: 0**

**Enter the Charter Number assigned by the Texas Secretary of State: 0**

**Enter the Year in which the Corporation was Founded:**

**Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:**

**Enter the Employer Identification Number Assigned by the IRS:**

**Enter the Charter Number assigned by the Texas Secretary of State:**

#### **Section 2: Accounting System**

**The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.**

**Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?**

**Select the appropriate response:**

☐ **Yes**

☐ **No**

**Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?**

**Select the appropriate response:**

☐ **Yes**

☐ **No**

**Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?**

**Select the appropriate response:**

☐ **Yes**

☐ **No**

**If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.**

**Enter your explanation:**

#### **Section 3: Financial Capability**

**Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.**

**Has the grant agency undergone an independent audit?**

**Select the appropriate response:**

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- ☐ Yes  
☐ No

**Does the organization prepare financial statements at least annually?**

**Select the appropriate response:**

- ☐ Yes  
☐ No

**According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?**

**Select the appropriate response:**

- ☐ Yes  
☐ No

**If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.**

**Enter your explanation:**

#### **Section 4: Budgetary Controls**

**Grant agencies should establish a system to track expenditures against budget and / or funded amounts.**

**Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:**

**a) Total funds authorized on the Statement of Grant Award?**

- ☐ Yes  
☐ No

**b) Total funds available for any budget category as stipulated on the Statement of Grant Award?**

- ☐ Yes  
☐ No

**If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.**

**Enter your explanation:**

#### **Section 5: Internal Controls**

**Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.**

**Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?**

**Select the appropriate response:**

- ☐ Yes  
☐ No

**Is there separation of responsibility in the receipt, payment, and recording of costs?**

**Select the appropriate response:**

- ☐ Yes  
☐ No

**If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.**

**Enter your explanation:**

#### **Budget Details Information**



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**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	01LE-01-ARMR Armor, Body	64 - rifle rated body armor plates (2 per officer front/back) at an estimated \$350.00 each for an estimated total of \$ 22,400.00.	\$22,400.00	\$0.00	\$0.00	\$0.00	\$22,400.00	0
Supplies and Direct Operating Expenses	03OE-01-VSTO Vests, Operational	32 - Load bearing Vest/Plate carriers at \$150.00 each for an estimated cost of \$ 4,800.00.	\$4,800.00	\$0.00	\$0.00	\$0.00	\$4,800.00	0

**Source of Match Information****Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Budget Summary Information****Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Supplies and Direct Operating Expenses	\$27,200.00	\$0.00	\$0.00	\$0.00	\$27,200.00

**Budget Grand Total Information:**

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OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$27,200.00	\$0.00	\$0.00	\$0.00	\$27,200.00

**Condition Of Fundings Information**

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--	--------------	----------	------------	----------------------

**You are logged in as User Name: LauraCarpio**



Legislation Text

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**File #: 23-131, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

**AGENDA LANGUAGE:**

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

That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4750101, FY2024, for the City of El Paso Police Department project identified as "Project Safe Neighborhoods" to provide financial assistance to the City of El Paso. Requesting \$73,760.00. No cash match is required. The grant period will be from October 1, 2023 - September 30, 2024.

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

**DEPARTMENT:** Police

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME AND PHONE NUMBER:** Assistant Chief Humberto Talamantes, (915) 212-4309

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** NO. 2: Set the Standard for a Safe and Secure City

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

**SUBJECT:**

The El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4750101, FY2024 for the City of El Paso Police Department project identified as "Project Safe Neighborhoods" to provide financial assistance to the City of El Paso. Requesting \$73,760.00, no cash match is required. Grant period will be from October 1, 2023 - September 30, 2024.

**BACKGROUND / DISCUSSION:**

The Safe Neighborhoods Grant project will maintain 12 Gunshot Detections sensors and purchase social media platform licenses for the Gang Unit.

**PRIOR COUNCIL ACTION:**

The grant application for FY2023 Criminal Justice Division Project Safe Neighborhoods (PSN) was approved by City Council on February 1, 2022. Grant application for FY2022 Criminal Justice Division PSN was approved by City Council on February 2, 2021. Grant application for FY2021 PSN was approved on March 3, 2020.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Assistant Chief Peter Pacillas



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Criminal Justice Division of the Office of the Governor of the State of Texas (“CJD”); and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 4750101 FY2024 for the El Paso Police Department project identified as “Project Safe Neighborhoods”; and

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

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

1. **THAT**, the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4750101, FY2024 for the City of El Paso Police Department project identified as “Project Safe Neighborhoods” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Criminal Justice Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2023.


**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eric Gutierrez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Assistant Chief Peter Pacillas  
El Paso Police Department

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**Agency Name:** El Paso, City of  
**Grant/App:** 4750101 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

**Project Title:** Project Safe Neighborhoods  
**Status:** Application Pending Submission

**Eligibility Information**

**Your organization's Texas Payee/Taxpayer ID Number:**  
746000749

**Application Eligibility Certify:**

Created on: 1/12/2023 11:43:14 AM By: Laura Carpio

**Profile Information**

**Applicant Agency Name:** El Paso, City of  
**Project Title:** Project Safe Neighborhoods  
**Division or Unit to Administer the Project:** Police Department  
**Address Line 1:** 300 N. Campbell  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79901-1402  
**Start Date:** 10/1/2023  
**End Date:** 9/30/2024

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments  
**Headquarter County:** El Paso  
**Counties within Project's Impact Area:** El Paso

**Grant Officials:****Authorized Official**

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

**Financial Official**

**Name:** Margarita Munoz  
**Email:** munozmm@elpasotexas.gov  
**Address 1:** 300 N. Campbell st  
**Address 1:**  
**City:** City of El Paso, Texas 79901  
**Phone:** 915-212-1174 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Comptroller

**Project Director**

**Name:** Ricardo Medina  
**Email:** 2014@elpasotexas.gov  
**Address 1:** 911 Raynor  
**Address 1:**  
**City:** El Paso, Texas 79903  
**Phone:** 915-212-4003 Other Phone:  
**Fax:**  
**Title:** Mr.  
**Salutation:** Lieutenant  
**Position:** Lieutenant

**Grant Writer**

**Name:** Laura Carpio  
**Email:** c1923@elpasotexas.gov

**Address 1:** 911 N. Raynor**Address 1:****City:** El Paso, Texas 79903**Phone:** 915-212-4277 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Senior Grant Planner**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide services to all others**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 746000749**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Introduction**

The purpose of the Project Safe Neighborhoods Program is to create and foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and felonious possession and use of firearms.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

**Program-Specific Questions**

What is the project's main Project Safe Neighborhoods (PSN) design feature?

- ☐ Community Engagement  
☐ Focused and Strategic Enforcement  
☒ Prevention and Intervention  
☐ Accountability

Indicate the percentage of your PSN project allocated for each of the following categories:

Police Agency (%):

100

Prevention (%):

0

All Other Partner Agencies (%):

0

Project will support the operations and coordination activities of a gang task force.

Select the appropriate response:

- ☒ Yes  
☐ No

If you answered '**YES**' above, enter the name of the gang task force. If you selected '**No**', enter '**N/A**'.

El Paso TAG Center

If you answered '**YES**' above, enter the agencies or organizations that participate in the above-named task force. If you selected '**No**', enter '**N/A**'.

Agencies involved in the Task Force are TXDPS, FBI, Homeland Security, Sheriffs Department, Drug Enforcement Agency, ATF, El Paso Police Department, District Attorneys office.

**Certifications**



In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

### **Constitutional Compliance**

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

### **Information Systems**

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

### **Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

### **Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

### **Compliance with State and Federal Laws, Programs and Procedures**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2024 or the end of the grant period, whichever is later.

### **Civil Rights Liaison**

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Claudia Luján



Enter the Address for the Civil Rights Liaison:

300 N. Campbell El Paso, TX 79901

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(915)212-1241

### Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content & requirements.**

### Project Abstract :

The El Paso Police Department (EPPD) serves approximately 683,000 residents within the city limits of El Paso and thousands more that travel to El Paso daily to visit or work. Estimated numbers indicate that El Paso swells to approximately one million people per day. The EPPD is jurisdictionally responsible for about 256.38 square miles. The patrol units are assigned to one of five Regional Commands, which serve eight El Paso representative district jurisdictions. In addition to the patrol units, the EPPD has a myriad of specialized units to include, but are not limited to Gang Unit, SWAT, Auto Theft, Narcotics, Crimes against Persons, Crime Scene Unit, and more. The El Paso Police Department currently employs over 1,100 sworn personnel, resulting in approximately two officers per 1,000 residents, and has over 260 civilian support staff. Consistent with national trends, El Paso has seen an increase in violent crime and weapon violations, with increases of 17% and 10% when comparing 2022 to 2021 (as of 12/22/2022). Although great strides have been made toward reducing violent crime in El Paso through units like the Gang Task Force, challenges have been identified, consistent with the crime triangle, concerning People, Places, and Problems. The El Paso Police Department seeks to utilize evidence and intelligence-based practices by deploying technological innovations to identify and arrest active criminals using firearms while carrying out aggravated offenses. Utilizing the sensors to alert the requested situational awareness tool, we can reduce our response times to be more effective in responding to gun crime.

### Problem Statement :

In 2021 EPPD purchased its first audio sensors used to detect gunshots. The purchase of Firefly LEII allowed EPPD an accurate, cost-effective, and sustainable way to pinpoint the exact location of the shooting events within a defined area in real-time. Allowing EPPD officers to respond to more crime scenes quickly and collect more evidence and information. In the initial phases of this program, EPPD discovered that more sensors were needed to cover the target area, and three more sensors were acquired, bringing the total to fifteen sensors used for this initiative. The El Paso Police Department has taken steps to address gun crime by also forming the department's first National Integrated Ballistic Information Network (NIBIN) program. This network allows for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms. For this network to be successful, it requires local law enforcement to collect and submit all evidence suitable for entry into NIBIN. Using these gunshot sensors assists with collecting evidence that feeds into the NIBIN system and helps create a robust information system. It is more likely to produce actionable intelligence on gun crime by linking crimes, guns, and suspects. CGIT's innovative transportable gunshot detection technology, combined with a crime gun intelligence methodology based on current best practices, gives EPPD the tools they need to identify and stop criminal "trigger pullers" before they can do more harm, thereby preventing more shootings and more victims. Using the gunshot detection system, EPPD has provided instant notification to the officers working in the area. To continue providing the service, there is a need for continued funding for the maintenance and support of these sensors. The El Paso Police Department will continue implementing measures to address gun violence. This begins with the community and school presentations. The presentations will focus on gang and gun awareness. This component will collaborate with the El Paso Police Gang Unit and Police Area Representatives (PAR). Further, EPPD would like to purchase licenses for open-source media monitoring tools to promote situational awareness in the El Paso area. Currently, EPPD manually searches open-source media, but this is restricted by the amount of time it takes. A web-based program has proven instrumental in locating vital evidence in mass shootings, school threats, and other public safety concerns. EPPD would like to purchase five social media platform licenses, an open-source media aggregator that uses customizable algorithms to send alerts on emerging events. Accessing this platform would allow EPPD to monitor open-source material more thoroughly while assuring civil rights and civil liberties are respected. This web-based system compiles many open-source media streams to alert users to major events faster and more efficiently than an employee could. If the user determines the alert is credible, they can view the source material, which may be helpful for evidence collection and witness identification. Social media platform alerts are customizable and can be used to alert on shootings in the El Paso area and many other public safety concerns. One example of social media platform use would be the August 3rd shooting. San Antonio, Texas (SW Fusion Center) got an alert from social media platform and could relate that source of information to the shooting here at the Walmart and located the subject's manifesto. They related that information to us here in El Paso (Fusion Center). We also believe this would help us with a social media trend of people posting videos of shooting out of vehicle windows while driving on the highway.

### Supporting Data :

El Paso, Texas's gun crime trends closely mirror national trends. As an indicator of Firearm activity, over the past five years, the City of El Paso has seen a general upward trend in Weapon Violation related incidents. Except for the COVID-19 suppressed in 2020, EPPD has shown 30-50 more criminal incidents related to weapon violations (Deadly Conduct, Discharge of Firearm, etc.) year over year. While 2022 has yet to end, it already exceeds 2021's statistics. As of 12/22/2022, the EPPD records show 46% more criminal cases of weapon violations in 2022 than in 2018 (326 cases in 2018 vs. 478 in 2022). This is similarly reflected in the number of violent crimes that involve shootings. When comparing Aggravated Assaults, Robberies, and Murders where a firearm was fired, these have increased from 70 in 2019 to 115 in 2022 for a 64% increase (as of 12/17/2022). Despite the



increase in cases, arrests have not shown the same increases. This could be assisted with improved investigative tools. We believe continued support of the Firefly sensors and the expansion to include social media platform will improve response times, evidence collection, and witness identification to help meet these investigative needs. The Firefly sensors are built to be installed in most urban areas, so they allow EPPD to be responsive to emerging hot spots. Currently, the Firefly sensors are located in the Pebble Hills and Mission Valley police regions of the City of El Paso in areas identified by Data Driven methodologies to identify the most common area for gunshots. These two regions account for 47% of the City of El Paso's Weapons Violations incidents since 2018 and 49% for violent crimes where a gun was discharged.

### **Project Approach & Activities:**

The FireFly Gunshot Detection System was activated on October 31, 2021. The FireFly System is composed of several gunshot sensors strategically placed in a specific area based on a data-driven assessment of locations. The system sends a notification within 30 seconds of a possible gunshot. Communications and Watch Officers receive notification within 30 seconds of detecting a gunshot, the detection is analyzed for verification, and a decision is made to dispatch officers if deployment of resources is necessary. In addition, several pole cameras are strategically placed within the project area and are monitored by the Watch Officers. All detections are treated as legitimate shootings until determined otherwise. When the deployment of resources is necessary, a marked unit will be dispatched to the area. It will physically check the area for casings or evidence indicative of shots being fired. Watch/Fusion Officers will assist officers on the scene with pinpointing the site of the actual gunshot location. Watch/Fusion Officers are notified if casing(s) are located, or evidence indicating a gunshot was discovered. Watch/Fusion Officers will review the Pole Cameras (video feed) in the area to look for workable leads or information. If no evidence indicates shots being fired, Fusion/ Watch Officers will generate an Information Report (FireFly) to document the response and actions taken. Suppose evidence of an actual shooting is discovered. In that case, officers at the scene will generate the appropriate offense report, conduct the appropriate investigation, and summon the assistance of the Crime Scene Unit and the Ballistic Intelligence Unit (B.I.U.) to collect any evidence located at the scene. If casings are collected at the scene, they will be entered into NIBIN for further review and possible match.

### **Capacity & Capabilities:**

The El Paso Police Department has two full-time officers dedicated and certified in Integrated Ballistics Identification System Data Acquisitions. The B.I.U. is regionally certified and can now conduct acquisitions and test fire (firearms). Since going operational in November 2019, the B.I.U. has successfully obtained 75 leads directly linked to ongoing investigations. The Ballistic Intelligence Unit (B.I.U.) is organized through sworn personnel to quickly respond to the scenes and process ballistic evidence for investigations. Casings that have an immediate need for actionable intelligence can be rapidly processed and entered into the National Integrated Ballistic Information Network (NIBIN) system for ballistic comparison. This tiered evidence collection policy allows the B.I.U. to act as a call-out unit while addressing prolific firearm offenders. The B.I.U. will serve as a resource to other investigative units, tying investigations together and identifying suspects. The B.I.U. currently consists of two supervisors and two sworn police officers responsible for responding to gun-related calls. As well as entering acquisitions into the (NIBIN) system and verifying firearm data into the Electronic Tracing System - (E-Trace system). The B.I.U. will also assist in coordinating inter-departmental efforts to respond to gun crimes. To keep the information up to date, B.I.U. will meet with first-line officers by attending shift meetings monthly and on shift training days. These collaborative meetings bring together detectives, tactical support units, and other specialty units to foster communication, troubleshoot challenges, and increase operational efficiency. Each Regional Command Center already has an established Police Area Representative (P.A.R.) program. This enables the El Paso Police Department to effectively reach out to various community organizations and schools for preventative crime/ gang presentations. This program will be a citywide initiative between P.A.R. officers and the EPPD Gang Unit. The El Paso Police Gang Unit is housed at the Texas Anti-Gang Center (T.A.G.) along with several federal, state, and local law enforcement agencies. A board composed of executive staff from the constituent law enforcement agencies manages the overall operations of the T.A.G. center. Co-locating the participating agencies ensures that agencies have access to information promptly, create force multipliers, and concentrate operations. This allows the participating law enforcement agencies to split their focus among multiple priorities on a routine basis while permitting flexible surges during moments of crisis or operational need.

### **Performance Management :**

The El Paso Police Department will continue to document the implementation of the intelligence lead policing operational activities facilitated through the deployment of innovative technology. The El Paso Police Department will continue to review current gun crime trends and continue recording and planning meetings for the outreach initiatives, discuss the use of the technology, and review officer log sheets for documented frequency and volume of use of technology. Finally, records of the actual deployment of the technology will be collected and examined. Expected data elements will include: days of the week, time of day, the number of times technology is deployed, activated, and used, and the number of personnel utilizing the technology. Data on outreach presentations will also be collected and accounted for about the number of attendees, age group, and location. The EPPD MATRIX FUSION Center Crime Analyst(s)/ supervisor will collect all data related to arrests, officer deployments, technology placements, and outreach initiatives. This will include 911 calls resulting in actual shootings compared to gunshot detection system alerts. B.I.U. will track the number of casings entered in the NIBIN system that is subsequently linked to other gun crimes in NIBIN. The number of Firearms will be followed in the E-Trace system.

### **Target Group :**

The City of El Paso is divided into regions: Northeast, West Side, Central, Pebble Hills (Eastside), and Mission Valley Regional Command Centers. The two regions that statistically show a higher amount of gun crime were the Northeast Regional Command and Pebble Hills Regional Command Center; however, the statistics and analysis show an increase in the Mission Valley Regional Command. With the addition of the social media platform, the EPPD / Fusion Center can assist other local, state, and federal agencies that request assistance tracking any open source and social media information.

### **Evidence-Based Practices:**



The gunshot detection system was activated on October 31, 2021. The El Paso Police Department's gun shot detection system has provided real-time notifications of gunshot detection. The EPPD has received many notifications and has documented approximately 60 reports, including weapons charges. The El Paso Police Department has made four arrests, and three criminal cases are being linked via the collaboration of the Gun Shot Detection system and EPPD's Ballistic Intelligence Unit. (B.I.U.). The B.I.U. has responded to several scenes and has been able to locate and collect pertinent evidence related to gunshots detected by the gun shot detection system. During the initial response, patrol units checked the area but met with negative results due to the time of night and visibility constraints. The B.I.U. unit re-checked the area using the coordinates detected by the gunshot detection system, and they collected gun casings within the area of the detection. The mobile gunshot detection system has been relocated from one region, Northeast Regional Command (NERC), to cover two other regions, Pebble Hills Regional Command and Mission Valley Regional Command (PHRC and MVRC), to cover those areas that have had significant activity. EPPD analysis of predicting crime is crucial ineffectively deploying this system. El Paso and its citizens will significantly benefit from this innovation.

## Project Activities Information

### Introduction

### Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crime Prevention	100.00	In preventing gun crime the El Paso Police Department must maintain the existing Gun Shot Detection Sensors. This will assist our Department in reaching our goal of prevention, detection and apprehension of potential offenders.

## CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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## Measures Information

### Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Casework, non-licensed counseling, individual advocacy, or other support: Hours delivered.	0
Casework, non-licensed counseling, individual advocacy, or other support: Individuals receiving	0
Instruction and Support for Pro-social, Educational, Vocational, or Employment skills: Hours delivered.	500
Instruction and Support for Pro-social, Educational, Vocational, or Employment skills: Individuals receiving.	500

### Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

## Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

## Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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**Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

**Contract Compliance**

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes

☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The El Paso Police Department is continuously in contact with vendor in regards to technological issues, to ensure a timely response to address any deficiencies. Communications (email) with vendor are saved for historical reference.

**Lobbying**

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes  
☒ No  
☐ N/A

**Fiscal Year**

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

**Sources of Financial Support**

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

217632742

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5107956

**Single Audit**

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes  
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2021

**Equal Employment Opportunity Plan****Compliance**

The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

**Type I Entity**

Defined as an applicant that meets one or more of the following criteria:

- has less than 50 employees;
- is a non-profit organization;
- is a medical institution;
- is an Indian tribe;
- is an educational institution, or
- is receiving a single award of less than \$25,000.

**Requirements**

- The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.



**Type II Entity**

Defined as an applicant that meets the following criteria:

- has 50 or more employees, and
- is receiving a single award of \$25,000 or more, but less than \$500,000.

**Requirements**

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
- the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
- the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:  
Araceli Guerra 300 N. Campbell El Paso, TX 79901 (915)212-1401

**Type III Entity**

Defined as an applicant that is NOT a Type I or Type II Entity.

**Requirements**

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP information to the Office for Civil Rights (OCR).

**Certification**

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- ☐ Type I Entity  
☐ Type II Entity  
☒ Type III Entity

**Debarment**

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify  
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

**FFATA Certification****Certification of Recipient Highly Compensated Officers**

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes  
☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes  
☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

## Fiscal Capability Information

### Section 1: Organizational Information

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

### Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes  
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes  
☐ No





Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes  
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes  
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes  
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes  
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Budget Details Information

#### Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Installation of grant purchased equipment and technology	12-SensorsMaintenance(\$1,980.00each). The annual sustainment fee is a necessary part of the overall system that provides direct support for the remote CGIT data center. The remote CGIT data center is one of the required components to operate the overall system.	\$23,760.00	\$0.00	\$0.00	\$0.00	\$23,760.00	0
Supplies and Direct Operating Expenses	Domain / Web Hosting Services	Social Media platform Software - 5 licenses @\$10,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0

### Source of Match Information

#### Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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#### Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### Budget Summary Information

#### Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$23,760.00	\$0.00	\$0.00	\$0.00	\$23,760.00
Supplies and Direct Operating Expenses	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00

#### Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$73,760.00	\$0.00	\$0.00	\$0.00	\$73,760.00

**Condition Of Fundings Information**

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** LauraCarpio



Legislation Text

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File #: 23-138, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Police, Assistant Chief Peter Pacillas, (915) 212-4309

**AGENDA LANGUAGE:**

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

That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4718401 FY2024, for the City of El Paso Police Department project identified as "Violence Against Women Training Program" to provide financial assistance to the City of El Paso. Requesting \$138,951.06 requires a 30% cash match by the City of \$59,550.45 for a total project amount of \$198,501.51. The grant period will be from September 1, 2023 - August 31, 2024.

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

**DEPARTMENT:** Police

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME AND PHONE NUMBER:** Assistant Chief Peter Pacillas, (915)212-4309

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** NO. 2: Set the Standard for a Safe and Secure City

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

**SUBJECT:**

The El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4718401 FY2024, for the City of El Paso Police Department project identified as "Violence Against Women Training Program" to provide financial assistance to the City of El Paso. Requesting \$138,951.06 requires a 30% cash match by the City of \$59,550.45 for a total project amount of \$198,501.51. The grant period will be from September 1, 2023 – August 31, 2024.

**BACKGROUND / DISCUSSION:**

The El Paso Police Department will strengthen and modernize its training programs with the procurement of equipment and upgrades to system. This will enhance training, the collection, and logging of the training hours of Violent crimes against women.

**PRIOR COUNCIL ACTION:**

This is a new application, and has not been presented to council before.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Assistant Chief Peter Pacillas



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Criminal Justice Division of the Office of the Governor of the State of Texas (“CJD”); and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 4718401 FY2024 for the El Paso Police Department project identified as “Violence Against Women Training Program”; and

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

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

1. **THAT**, the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4718401, FY2024 for the City of El Paso Police Department project identified as “Violence Against Women Training Program” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Criminal Justice Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

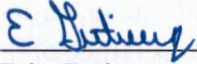
**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

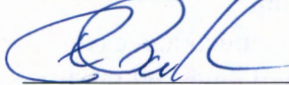
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric Gutierrez  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Assistant Chief Peter Pacillas  
El Paso Police Department



**Agency Name:** El Paso, City of  
**Grant/App:** 4718401 **Start Date:** 9/1/2023 **End Date:** 8/31/2024

**Project Title:** Violence Against Women Training Program  
**Status:** Application Pending Submission

**Eligibility Information**

**Your organization's Texas Payee/Taxpayer ID Number:**  
746000749

**Application Eligibility Certify:**

Created on: 1/3/2023 4:55:41 PM By: Laura Carpio

**Profile Information**

**Applicant Agency Name:** El Paso, City of  
**Project Title:** Violence Against Women Training Program  
**Division or Unit to Administer the Project:** Academy  
**Address Line 1:** 300 N Campbell  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79901-1402  
**Start Date:** 9/1/2023  
**End Date:** 8/31/2024

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments

**Headquarter County:** El Paso

**Counties within Project's Impact Area:** El Paso

**Grant Officials:**

**Authorized Official**

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

**Financial Official**

**Name:** Margarita Munoz  
**Email:** munozmm@elpasotexas.gov  
**Address 1:** 300 N. Campbell st  
**Address 1:**  
**City:** City of El Paso, Texas 79901  
**Phone:** 915-212-1174 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Comptroller

**Project Director**

**Name:** John Armendariz  
**Email:** 2287@elpasotexas.gov  
**Address 1:** El Paso Police Academy



**Address 1:** 2300 Scenic Drive  
**City:** El Paso, Texas 79930  
**Phone:** 915-212-5767 Other Phone: 915-373-0958  
**Fax:** 915-212-0471  
**Title:** Mr.  
**Salutation:** Detective  
**Position:** Training Instructor/ Detective

#### **Grant Writer**

**Name:** Laura Carpio  
**Email:** c1923@elpasotexas.gov  
**Address 1:** 911 N. Raynor  
**Address 1:**  
**City:** El Paso, Texas 79903  
**Phone:** 915-212-4277 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Senior Grant Planner

#### **Grant Vendor Information**

**Organization Type:** Unit of Local Government (City, Town, or Village)  
**Organization Option:** applying to provide services to all others  
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 746000749  
**Unique Entity Identifier (UEI):** KLZGKXNFVTL4

#### **Narrative Information**

##### **Introduction**

The purpose of this funding is to solicit applications for projects that promote a coordinated, multi-disciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence, and stalking.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

##### **Program-Specific Questions**

##### **Culturally Competent Victim Restoration**

Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

The El Paso Police Department (EPPD) is culturally competent when providing services to victims. EPPD provides training courses to its employees, including, but not limited to, topics such as; victim awareness and sensitivity, cultural norms, crisis intervention, cultural diversity, racial profiling, sexual harassment/awareness, ethics, and customer service etiquette.



### **Culturally Specific and Underserved Populations**

Following are relevant definitions needed to answer this question.

- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g))).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)

☐ Yes

☒ No

If you answered '**YES**' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter '**N/A**'.

N/A

### **Certifications**

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

#### **Grant Eligibility Regarding Compelling Victim Testimony:**

In accordance with 34 USC § 10454, in order for a prosecutor's office to be eligible to receive grant funds under this subchapter, the head of the office shall certify to the State receiving the grant funding that the office will, during the 3-year period beginning on the date on which the grant is awarded, engage in planning, developing and implementing—

- (1) training developed by experts in the field regarding victim-centered approaches in domestic violence, sexual assault, dating violence, and stalking cases;
- (2) policies that support a victim-centered approach, informed by such training; and
- (3) a protocol outlining alternative practices and procedures for material witness petitions and bench warrants, consistent with best practices, that shall be exhausted before employing material witness petitions and bench warrants to obtain victim-witness testimony in the investigation, prosecution, and trial of a crime related to domestic violence, sexual assault, dating violence, and stalking of the victim in order to prevent further victimization and trauma to the victim.

### **Constitutional Compliance**

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

### **Forensic Medical Examination Payments**

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

### **Confidentiality and Privacy**

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and



...the release of information will be taken and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

### **Activities that Compromise Victim Safety and Recovery**

Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

### **Polygraph Testing Prohibition**

A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

### **Protection Orders**

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

### **Offender Firearm Prohibition**

The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

### **Criminal Charges**

In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

### **Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

### **Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#)

[website](#) for more information or to set up an account to begin participating.

### **Immigration Legal Services**

PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

### **Community Efforts**

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

### **No Charge**

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VAWA funds.

### **Discrimination**

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

### **Compliance with State and Federal Laws, Programs and Procedures**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2024 or the end of the grant period, whichever is later.

### **Legal Assistance for Victims (LAV) Certification**

The applicant certifies that it meets the following federal statutory requirements in regards to the provision of legal advocacy:

- (1) Any person providing legal assistance through a program funded under this VAWA Program
  - (a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or
  - (b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and has completed or will complete training in connection with domestic violence, dating violence, sexual assault or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.
- (2) Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, State, territorial, and local law enforcement officials.
- (3) Any person or organization providing legal assistance through a program funded under this Program has informed and will continue to inform state, local, or tribal domestic violence, dating violence or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work.
- (4) The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.

Does the applicant meet the criteria outlined above?

☐ Yes  
☒ No



### **Civil Rights Liaison**

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Claudia Lujan

Enter the Address for the Civil Rights Liaison:

300 N. Campbell El Paso, TX 79901

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

915-212-1241

### **Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content & requirements.**

### **Project Abstract :**

Crimes Against Women have been a rampant and increasing issue across the Country and are also prevalent in the City of El Paso. Domestic violence and sexual assault are pervasive, life-threatening crimes affecting millions of individuals across our nation regardless of age, gender, economic status, race, religion, or education level. These acts range from verbal and emotional abuse to and including homicide. Violent Crimes Against Women have been of epidemic proportions. More than 1 in 4 women have experienced rape, physical violence, and stalking by an intimate partner in their lifetime. Nearly 8 million women are raped, physically assaulted, and stalked by a current or former intimate partner each year. 1 in 5 women and 1 in 38 men have experienced rape in her or their lifetime. Nationwide, an average of 3 women are killed by a current or former intimate partner daily. The El Paso Police Department will strengthen and modernize its law enforcement training programs by developing virtual reality (VR) based training and scenario based training in order to expand responder and investigator knowledge and expertise in domestic violence, sexual assault, dating violence, stalking and murders of women. The procurement of equipment and accessories will allow the training academy to develop and record scenarios that are reflective of the violent crimes in the El Paso region while the off-site locations allow for officers to attend trainings at any time. The upgrades in computer systems and peripheral equipment will aid in the development, and implementation, to conduct law enforcement officer and detective training, and enhance the level of service provided to victims of these types of crimes as well as increasing the quality of reports in order to aid in the prosecution of violent acts against women.

### **Problem Statement :**

The El Paso Police Department Academy and the off-site locations have out of date equipment used for training police recruits, officers, and prosecutors. Currently, training is conducted through instructor-led, classroom-style training programs consisting of lectures and PowerPoint. Only a small fraction of training is conducted through e-learning- through training bulletins and Microsoft Teams. Studies have shown lecture and PowerPoint-styled training programs only develop 20-30 percent retention of the topic taught. Strengthening the capabilities of the El Paso Police Academy and the off-site locations to develop VR-based training programs will allow for a dramatic enhancement of the Quality of Service to the victims of these types of crimes. 95 percent of the training is accomplished through classroom/instructor led/lecture style training. The remaining 5 percent is conducted via computer-based training bulletins and online courses. The realization is that computer-based training is most time and cost-effective vs traditional police training programs. The required equipment, accessories, and operating systems are substantial. However, in order to reduce the number of crime offenses, officers and prosecutors have to be aware of every possible scenario. VR training for detectives, officers, prosecutors and recruits will be up to 4X faster than classroom-style training. VR Based training and Scenario based training programs are finding trainees are 2.3 times more engaged and emotionally connected to the content than those learning through presentations because students see the material up close, it engages their emotional, auditory, and visual senses. Students were up to 275% more confident to act on what they learned after VR training then compared to e-learning. VR-trained learners were up to 4 times more focused during training than their e-learning peers, thus providing 80-90 percent retention of the material taught. The procurement of the equipment and accessories and the upgrades to the operating system will aid in the training, the collection and logging of the training will aid in the investigation of violent crimes against women, and ultimate prosecution of these



crimes is the goal of this project.

### **Supporting Data :**

Virtual reality training provide students with a realistic learning environment that simulates any world. They can interact with objects and other people using VR headsets, controllers, or additional sensors connected to a smartphone or computer. VR training solutions provide an excellent opportunity for law enforcement to train in 3D environments without real-world risks. This is one of the most significant benefits of virtual reality. VR training solutions allow learners to encounter true-to-life scenarios without facing real-world risk. Many scenarios enable trainees to improve their skills, learn how to complete dangerous tasks carefully, and learn from mistakes in a safe environment. With the assistance of this grant, equipment will be purchased that will develop, and record scenarios reflective of the crime on the border region for VR trainings. This equipment will allow Instructors to easily add or change scenarios making the officers more effective when dealing with violent crimes against women. This would not be possible in lecture based classes. Moreover, the required software, hardware, power supply source, and the use of VR training allows for training to be done any where and at any time. This flexibility provides access to training for officers, supervisors, and prosecutors that work on different schedules. Virtual Reality for training enables law enforcement to simulate the real world and experience various complex tasks. Thanks to this immersive and realistic experience, trainees receive hands-on experience without the risk. VR training simulation allows law enforcement to practice unlimited times, enabling them to hone their professional skills to provide better service to victims of violent crimes and to the El Paso community in general.

### **Project Approach & Activities:**

The El Paso Police Academy will have the ability to Design, Develop, Record and Implement, and Conduct VR and scenario based trainings in-house. This innovative style of training will multiply the quality of instruction to all Police Recruits, Patrol Officers, Detectives, and Supervisors on all levels. Ultimately cutting the cost of training by allowing for training to be conducted anywhere at any time. The systems are portable and only require minimal operational space. Developing Virtual Reality based training when being called to reports of Domestic Violence, Sexual Assaults, Dating Violence, Stalking, and Murder will enhance the over all quality of service provided to Victims of these violent acts. The Quality of service will be measured through the quality of the reports, arrest tracking, and ultimate prosecution of these types of devastating events. In addition, enhancements to the training increases the officer's confidence ensuring officer safety, thus providing enhanced quality of service to victims. The TCOLE Instructors housed off-site will provide VR Based trainings to officers. This will provide exposure to various situations where they will encounter multiple scenarios, from a de-escalation of victims in crisis after a traumatic event, to exposure to a spectrum of reactions these victims may exhibit during encounters with both male and female officers, the ability to recall information said by victims during an encounter where emotions are heightened, and the ability to read and recognized evidence at crime scenes of Sexual Assaults, Physical Assaults, Stalking, and Murder Investigations.

### **Capacity & Capabilities:**

The El Paso Police Academy has two Use of Force Instructors and one Detective that will design, develop, document, and implement VR training programs to address the investigation of Violent Crimes Against Persons. The In-Service Cadre has a Detective specializing in Sexual Assault, Aggravated Assaults, and Murders of women. This training and experience will be instrumental with the development of these types of courses. TCOLE Instructors based off-site have specialized in interviews and interrogations, which will also be instrumental in developing these types of investigations. Several instructors are trained Crisis and Hostage Negotiators, and scenarios will also be developed to address situations of spouse/children Hostages and barricaded subjects/Violent offenders where crimes were committed against women. The El Paso Police department has specialized employees assigned to planning and research, training, investigation, and crime scene/evidence specialist. Many of them are specialists in violence against women. The City of El Paso has an Information Technology Group with personal trained and certified in computer system software installation and maintenance. The City of El Paso Information Technology Group has a person who had attended several Virtual Reality programs developmental training and specialization courses. He will be project head in the development of the videos used in the VR program. Input from Investigative Unit Supervisors and Commanders will be essential in the identification of deficiencies in the current policies and practices in place, as well as the identification of issues arising from the investigation of violent crimes against persons. The District Attorney Office will be utilized to suggest and improvements in course development as well as coordinative specific training topics after errors and additional deviancies are identified in the prosecution of these types of crimes.

### **Performance Management :**

The El Paso Police Academy will schedule, track and maintain all training records of all Police Recruits, Officers,



Investigators, and Supervisors. Recording for training will be reported to the Texas Commission of Law Enforcement. This grant will allow for the development of individualized training and monitoring the recruits, and officers progression. This training builds a better officer that is capable and successful to deal with violent crimes and provides better service to the El Paso community. This project aims to enhance the training of violence against women for all patrol officers, investigators, and supervisors. The objectives of this program are to Design, Develop, Record, Implement, and conduct new-age, updated, relative scenarios and Virtual Reality based training programs to address Violent Acts against women. Additionally, to better prepare Police Recruits to safely and correctly handle violent crimes against women cases and situations. TCOLE Instructors off-site will train and develop detectives investigating Crimes Against Women Cases. The training will prepare investigators for the application and certification of Special Investigator – Specializing in Sexual Assault and Family Violence through the Texas Commission of Law Enforcement. The training and development of Supervisory personnel who will be leading investigators will be investigating Crimes committed against women to enhance the quality of services to victims of these types of crimes to minimize complaints and enhance the quality of the investigative process. Additionally, TCOLE Instructors train District Attorney Prosecutors who will head the prosecution of these types of cases presented for the court process. Prosecutors are involved from the on-set to enhance their prosecutions and court processes.

### **Target Group :**

The El Paso region, combined with its international neighbor city, Ciudad Juarez, Mexico, forms a metropolitan area with a population of approximately 2.3 million. About 81% of the population of El Paso are Hispanic, 12% are White-non-Hispanic, 3% are African American, and 21% are two or more races. Statistics for EPPD during Fiscal Year 2021-2022 showed the total number of cases supplemented, 80% of the victims were Hispanic, 13% were White Non-Hispanic, and 1% were African American. The population's median age in the City of El Paso is 33 years old, with 49% males and 51% females. Additionally, Fort Bliss, the Army's second-largest U.S. Army installation, consists of a diverse community comprised of soldiers, family members, and retirees. As a result, there is a relatively large number of victims of crime. This grant will assist in enhancing the training of El Paso Police Officers to better serve the community and the following partnering departments; El Paso District Attorney's Office, 34th Judicial District Courts, El Paso Center for Family Violence, and Victim Services. The goal is to reduce the violent offenses against women.

### **Evidence-Based Practices:**

Currently Virtual Reality based training programs developed in the areas of Law Enforcement and Forensic sciences were found to include AXON and Emporia State University programs. El Paso Police Academy Certified Instructors are trained and have experience in the development of training courses that conform to the Policies and requirements of the Texas Commission on Law Enforcement for all Law Enforcement training programs. Research into the use and development of Virtual Reality-Based training programs was conducted as the basis for this project. <https://www.pwc.com/us/en/services/consulting/technology/emerging-technology/assets/pwc-understanding-the-effectiveness-of-soft-skills-training-in-the-enterprise-a-study.pdf>  
<https://www.instavr.co/articles/general/instavr-interviews-dr-anna-catterson-educational-technology-coordinator-at-emporia-state-university>

## **Project Activities Information**

### **Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.



## Violence Against Women Justice and Training Program

In the space below, briefly explain how your project will address one or more of the state priority areas listed below:

### a) Law Enforcement

- Victim-Centered/Trauma-Informed Training
- Regional Sexual Assault Response Teams: Law Enforcement participation
- Specialized Investigators/Units
- Coordination between Law Enforcement and Victim Service Providers

### b) Prosecution

- Victim-Centered/Trauma-Informed Training
- Regional Sexual Assault Response Teams: Prosecution participation
- Specialized Prosecutors/Units

### c) Victim Services

- Trauma-Informed, Professional Mental Health Therapy and Counseling
- Address Rural Needs
- Transportation and Emergency Housing
- Implementation of Telehealth/Tele-Advocacy Technology
- Language access plans
- Victim-Centered/Trauma-Informed Training

### d) Courts

- Legal Advocacy (protective order assistance, legal rights & options, court accompaniment, etc.)
- Access to Court Hearings

Specialized Investigators and Units Crimes Against Persons ( Sexual Assault, Aggravated Assault, Kidnapping, Murder) Crimes Against Children (Forensic Interview of Child witnesses to violence against women incidents) Regional CID - FAMV Investigators, Crime Scene Unit. Training provided to Specialized Prosecutors/ Unit FAMV, Sex Crimes, Major Crimes Prosecutors

### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Training	100.00	The El Paso Police Academy conducts both Police Recruit and In-Service Training of El Paso Police Department Employees and Commissioned Officers. Developing VR training and incorporating the scenarios to Police Recruits they will know how to properly handle Violent Crimes Against Women from Family Violence Assaults, Aggravated Assaults, Sexual Assaults, and Murders. Virtual Reality developed scenarios will teach and prepare these first responders critical thinking skills, attention to detail of evidence that could be found at scenes of these types of crimes, teach the proper documentation and handling of evidence of these types of crimes. In FY 2024 three Basic Peace Officer Academy are scheduled, with an estimated class size of 15-30 recruits per class. In addition to police recruits, In-Service Staff is tasked to train Officers, Investigators, and Supervisors. Providing Virtual Reality styled training will have insurmountable benefits by exposing these officers, investigators, and Supervisors to various crime scenes, victim and witness interaction practice, and walk-through of crimes of violence against women incidents to increase critical thinking skills, communication, and proper documentation of the Investigative practices to conform to current policies and procedures, rules of evidence, and procedures of the Code of Criminal Procedure to aid in the successful prosecution on violent crimes against women.

### CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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### Measures Information

Objective Output Measures



OUTPUT MEASURE	TARGET LEVEL
Number of criminal justice professionals trained.	345
Number of non-criminal justice professionals trained.	50
Number of training events provided.	30

#### Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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#### Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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#### Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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### Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

## Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

## Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

## Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2023

Enter the End Date [mm/dd/yyyy]:

8/31/2024

## Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

217632742

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5107956

## Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes  
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:  
8/31/2021

### **Equal Employment Opportunity Plan**

#### **Compliance**

The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

#### **Type I Entity**

Defined as an applicant that meets one or more of the following criteria:

- has less than 50 employees;
- is a non-profit organization;
- is a medical institution;
- is an Indian tribe;
- is an educational institution, or
- is receiving a single award of less than \$25,000.

#### Requirements

- The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

#### **Type II Entity**

Defined as an applicant that meets the following criteria:

- has 50 or more employees, and
- is receiving a single award of \$25,000 or more, but less than \$500,000.

#### Requirements

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
- the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
- the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:



### Type III Entity

Defined as an applicant that is NOT a Type I or Type II Entity.

### Requirements

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP information to the Office for Civil Rights (OCR).

### Certification

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- ☐ Type I Entity  
☐ Type II Entity  
☒ Type III Entity

### Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify  
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

### FFATA Certification

#### Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- ☐ Yes  
☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- ☐ Yes  
☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

## Victim Services Information

### Agency Type

Implementing Agency Type - Government

Which designation best describes your agency

- Law enforcement

### Purpose of Award

- Expand or enhance an existing project not funded by OOG in the previous year

### Type of Crime Funding Distribution

Identify the percent of funding dedicated to each type of victimization. The percentages provided below should not include matching funds. Cumulative total for all types of victimization must equal 100%.

Type of Crime	Percent of Funds Dedicated to Crime Enter whole percentages only	Funds Dedicated to Crime Current Award x Percent Entered
Child Physical Abuse	0	\$0.00
Child Sexual Abuse	0	\$0.00
Domestic and Family Violence	50	\$69,475.53
Child Sexual Assault	0	\$0.00
Adult Sexual Assault	30	\$41,685.32
DUI/DWI Crashes	0	\$0.00
DUI/DWI Crashes	0	\$0.00



Assault	0	\$0.00	
Adults Molested As Children	5	\$6,947.55	
Elder Abuse	10	\$13,895.11	
Robbery	0	\$0.00	
Survivors of Homicide	0	\$0.00	
Adult Human Trafficking	5	\$6,947.55	
Child Human Trafficking	0	\$0.00	
Other Violent Crimes	0	\$0.00	
Description:			
Other Non-Violent Crimes	0	\$0.00	
Description:			
SUM of %'s Sum of % MUST = 100%	100	SUM of Funds Sum of Funds MUST = OOG Current Budget	\$138,951.06

### Use of Funds

Does this project provide DIRECT SERVICES to victims:

☐ Yes  
☒ No

#### Information and Referral

Personal Advocacy/Accompaniment

Emotional Support or Safety Services

Shelter/Housing Services

Criminal/Civil Justice System Assistance

Assistance in Filing Compensation Claims

All VOCA-funded direct service projects MUST assist victims with seeking crime victim compensation benefits. Please explain why your agency is not assisting victims with crime victim compensation benefits:

### Types of Victimization

Check the types of victimization that best describe the victims the grant-funded project will serve. "Other" refers to a type that Is Not associated with any of the types provided in the list. Check all that apply:

Types of Victimization

- Adult physical assault (includes aggravated and simple assault)
- Adult sexual assault

- Adults sexually abused/assaulted as children
- Domestic and/or family violence
- Human trafficking: sex
- Stalking/harassment
- Teen dating victimization

### **Budget and Staffing**

Answer the questions below based on your current fiscal year. Report the total budget available to the victim services program by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services program.

Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year:

Identify by source the amount of funds allocated to the victimization program/services budget for your agency. DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY. OTHER FEDERAL includes all federal funding except the award amount for this grant.

OOG Current Budget:  
\$138,951.06

Other State Funds:  
\$0.00

Other Local Funds:  
\$0.00

Other Federal Funds:  
\$0.00

Other Non-Federal Funds:  
\$0.00

Total Victimization Program Budget:  
\$138,951.06

Total number of paid staff for all grantee victimization program and/or services:  
COUNT each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.

Total number of staff:

Number of staff hours funded through THIS grant award (plus match) for grantee's victimization programs and/or services:

Total COUNT of hours to work by all staff supporting the work of this award, including match.

Total number of hours:

0

Number of volunteer staff supporting the work of this award (plus match) for grantee's victimization programs and/or services:

COUNT each volunteer staff once. DO NOT prorate based on FTE.

Total number of volunteer staff:

0

Number of volunteer hours supporting the work of this award (plus match) for grantee's victimization programs:

Total COUNT of hours to work by all volunteers supporting the work of the award, including match

Total hours to work by all volunteers:

0

Explain how your organization uses volunteers to support its victimization programs or if your organization does not use volunteers explain any circumstances that prohibit the use of volunteers.

## **Fiscal Capability Information**

### **Section 1: Organizational Information**

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

### **Section 2: Accounting System**

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No



Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 3: Financial Capability**

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 4: Budgetary Controls**

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
- ☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes

☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes

☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Budget Details Information

#### Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Travel and Training	In-State Registration Fees, Training, and/or Travel	Unity On Demand Training for 3 at \$600.00 ea = \$1,800.00, Unity Learn For Certifications for 3 at \$500.00 = \$1,500.00 for a grant total of \$3,300.00	\$2,310.00	\$990.00	\$0.00	\$0.00	\$3,300.00	0
Equipment	Specialized Audio-Visual System and Accessories	Desktop Whiteboard 50" 4 at \$9,115.37 = \$36,461.48 for a grand total of \$36,461.48	\$25,523.04	\$10,938.44	\$0.00	\$0.00	\$36,461.48	4
Supplies and Direct Operating Expenses	Overhead / Multimedia Projector and Accessories (\$5,000 or less per unit)	Projector A1 10 at \$1,499.99 for a grant total of \$14,999.90	\$10,499.93	\$4,499.97	\$0.00	\$0.00	\$14,999.90	0
Supplies and	Specialized	Digital Camera	\$5,781.41	\$2,477.75	\$0.00	\$0.00	\$8,259.16	0

Direct Operating Expenses	Audio-Visual System and Accessories (\$5,000 or less per unit)	180 Degree 1 at \$3,620.28, Dual Fisheye lens 1 at \$1,799.00, Lens Cap for RF Duel Fisheye lens 1 at \$49.00, Battery LP-E6N 2 at \$76.06ea = \$152.12, Memory Card, 256GB 2 at \$403.93 = \$807.86, Memory Card, 64GB 2 at \$154.31ea = \$308.62, Memory Card 256GB 2 at \$71.70ea = \$143.40, Memory Card 64GB 2 at \$51.01 ea = \$102.02, USB 3.0 Card Reader 2 at \$33.49 = \$66.98, Camera Tripod 1 at \$53.15, Pro Handheld Stabilizer 1 at \$696.69, Microphone 1 at \$271.00, Camera Case 1 at \$176.09, Optic Cleaning Kit 1 at \$12.95 for a grant total of \$8,259.16.						
Supplies and Direct Operating Expenses	Specialized Audio-Visual System and Accessories (\$5,000 or less per unit)	VR Sets 10 at \$1,392.00ea = \$13,920.00, VR Steam Base Station 6 at \$203.32 = \$1,219.92, Stand Kit for VR Sensors 6 at \$82.95ea = \$497.70, VR Extension Pack 5 at \$599.00ea =	\$17,741.97	\$7,603.70	\$0.00	\$0.00	\$25,345.67	0

		\$2,995.00, Multi battery Charger 2 at \$119.00 = \$238.00, VR AC Adapter 10 at \$39.00 ea = \$390.00, VR Battery 10 at \$100.18 = \$1,001.80, VR Object Tracker 25 at \$139.89 = \$3,497.25, Magnetic Cushion Wide 2 at \$49.00ea = \$98.00, Magnetic Cushion Narrow 2 at \$49.00ea = \$98.00, Charging Case 10 at \$139.00 = \$1,390.00 for a grant total of \$25,345.67.						
Supplies and Direct Operating Expenses	Specialized Audio-Visual System and Accessories (\$5,000 or less per unit)	Handheld VR Camera 1 at \$799.99, Upgrade Kit 1 at \$649.99, Memory Card 256 GB 2 at \$25.99ea = \$51.98, Carry Case 1 at \$19.99, All Purpose Mini Tripod 1 at \$34.90, GPS Smart Remote 1 at \$79.99, Lens Cap 1 at \$8.99, One RS Battery 4 at 49.99 = \$199.96, Extended Stick 1 at \$99.99 for a grant total of \$1,945.78.	\$1,362.05	\$583.73	\$0.00	\$0.00	\$1,945.78	0
Supplies and Direct Operating Expenses	Specialized Audio-Visual System and Accessories (\$5,000 or less per unit)	Whiteboard wallmount 50 " 1 at \$335.85, Steelcase Roam Mobile Stand for 50" 4 at	\$17,418.61	\$7,465.12	\$0.00	\$0.00	\$24,883.73	0



		\$2,018.77 = \$8,075.08, Whiteboard Surface Slim Pen 2 - BLK 5 at \$105.29ea = \$526.45, Surface Slim Pen Charger 5 at \$34.99 = \$174.95 and Whiteboard extended service warranty 50 % Yr EHS 5 at \$3,154.28 = \$15,771.40 for a grant total of \$24,883.73.						
Supplies and Direct Operating Expenses	Specialized Audio-Visual System and Accessories (\$5,000 or less per unit)	VR 360 Camera w extra batt 1 at \$4,589.94, Charging Station for Batteries 1 at \$69.99, Carbon Fiber Boom pole 1 at \$251.88, Memory Card 128GB 2 at \$24.99 = \$49.98, Memory Card 64gb 2 at \$15.59 = \$31.18, Carrying Case for Insta360 1 at \$199.07, USB-C 3.1 to USB-A Cable 1 at \$14.99, Delux optic Care cleaning kit 1 at \$12.95 for a grant total of \$5,219.98.	\$3,653.99	\$1,566.00	\$0.00	\$0.00	\$5,219.99	0
Supplies and Direct Operating Expenses	Video Camera and/or Recorder (\$5,000 or less per unit)	Webcam for 50" 4 at \$161.57ea = \$646.28 for a grant total of \$646.28	\$452.40	\$193.89	\$0.00	\$0.00	\$646.29	0
Supplies and Direct Operating Expenses	Specialized Computer Software	Manage XR 10 Licenses at \$250.00ea = \$2,500.00,	\$11,627.90	\$4,983.38	\$0.00	\$0.00	\$16,611.28	0

	(\$5,000 or less per unit)	WARP VR 3 Licenses at \$864.00ea = \$2,592.00, Adobe Premiere Pro - Creative Cloud 3 Licenses at \$599.88 = 1,799.64, Adobe Substance 3D Collection 3 Licenses at \$1,199.88ea = \$3,599.64, Unity Pro 3 licenses at \$2,040.00 ea = \$6,120.00 for a Grant Total of \$17,111.28.						
Supplies and Direct Operating Expenses	Desktop System and Accessories (\$5,000 or less per unit)	Computer Tower 7, i9 process, 64 gb, 1 TB, 3080 ti 3 at \$3,829.99 ea= \$11,489.97, 14 TB External HD 3 at \$356.71ea = \$1,070.13, 5TB External HD 1 at \$128.75ea, speakers 3 at \$499.00ea = \$1,497.00, 14" Monitors 6 at \$673.03ea = \$4,038.18, Surge Protector 3 at \$227.34 ea = \$682.02, Keyboard 3 at \$88.95ea = \$266.85, Mouse 3 at \$71.70ea = \$215.10, Mouse Pad 3 at \$79.99ea = \$239.97, Power hub 3 at \$93.09 = \$279.27 for a grand total of \$19,907.24.	\$13,935.07	\$5,972.17	\$0.00	\$0.00	\$19,907.24	0
Supplies and Direct Operating Expenses	Laptop System and Accessories	Laptop 16 inch, i9 process, Win 11 Pro, 2TB 1 at \$3,619.99ea,	\$24,076.28	\$10,318.41	\$0.00	\$0.00	\$34,394.69	0

	(\$5,000 or less per unit)	Laptop 16" 9i process, Win 10 Pro, 32 GB, 1TB 10 at \$2,359.99ea = \$23,599.90, Armored backpack 11 at \$74.99ea = \$824.89, Mouse 10 at \$71.70ea = \$717.00, Headsets 10 at \$87.13 ea = \$871.30, Laser Pointer, green 10 at \$47.99 = \$479.90, Laptop Tripod 10 at \$37.49ea = \$374.90, Speakers 10 at \$262.23 = \$2,622.30, Mouse pads 10 at \$79.99ea = \$799.90, Organizer case 10 at \$14.99ea = \$149.90, Power Strip 6 ft 10 at \$33.47 = \$334.70 for a grand total of \$34,394.68						
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Headphones 1 at \$229.00	\$160.30	\$68.70	\$0.00	\$0.00	\$229.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (\$5,000 or less per unit)	Electric Standing Desk 72X30 3 at \$904.09 ea = \$2,721.27, File Cabinet Three Drawer 3 at \$318.50ea = \$955.50, Table 48X24 3 at \$409.50 = \$1,228.50, Active Seat 3 at \$268.45 = \$805.35, Storage Cabinet	\$4,408.11	\$1,889.19	\$0.00	\$0.00	\$6,297.30	0

		70X31X15-Digital Lock 2 at \$297.84 = \$595.68, for a grant total of \$6,297.30.						
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## Source of Match Information

### Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
El Paso, City of General Funds	Cash Match	\$59,550.45

### Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$59,550.45	\$59,550.45	\$0.00	\$0.00	\$0.00

## Budget Summary Information

### Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$25,523.04	\$10,938.44	\$0.00	\$0.00	\$36,461.48
Supplies and Direct Operating Expenses	\$111,118.02	\$47,622.01	\$0.00	\$0.00	\$158,740.03
Travel and Training	\$2,310.00	\$990.00	\$0.00	\$0.00	\$3,300.00

### Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$138,951.06	\$59,550.45	\$0.00	\$0.00	\$198,501.51

## Condition Of Fundings Information

Condition of Funding / Project	Date	Date	Hold	Hold Line Item
--------------------------------	------	------	------	----------------



Requirement	Created	Met	Funds	Funds
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You are logged in as **User Name:** LauraCarpio



Legislation Text

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File #: 23-159, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Police, Assistant Chief Zina Silva, (915) 212-4309

**AGENDA LANGUAGE:**

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

That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4365502, for the City of El Paso Police Department project identified as "Body Worn Camera, FY 2024" to provide financial assistance to the City of El Paso. Requesting \$609,580.78 requires a cash match by the City of \$203,193.59 for a total project amount of \$812,774.37. The grant period will be from September 1, 2023 - August 31, 2024.

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

**DEPARTMENT:** Police

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME AND PHONE NUMBER:**

Assistant Chief Zina Silva, (915)212-4309

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** NO. 2: Set the Standard for a Safe and Secure City

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

**SUBJECT:**

The El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4365502, for the City of El Paso Police Department project identified as "Body Worn Camera, FY 2024" to provide financial assistance to the City of El Paso. Requesting \$609,580.78, which requires a cash match by the City of \$203,193.59 for a total project amount of \$812,774.37. Grant period will be from September 1, 2023 – August 31, 2024.

**BACKGROUND / DISCUSSION:**

The El Paso Police Department will utilize the Body Worn Camera Grant Program to fund the lease of 738 Body Worn Cameras and accessories for its patrol and traffic officers. Providing Body Worn Cameras to all patrol and traffic officers, EPPD will have the ability to record and capture digital evidence of citizen and officer interactions.

**PRIOR COUNCIL ACTION:**

The grant application for FY2022 Body Worn Camera was approved by city council on November 9, 2021.

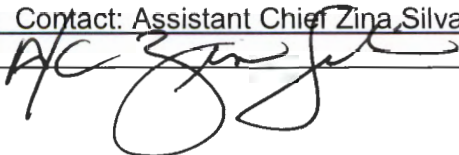
**AMOUNT AND SOURCE OF FUNDING:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Contact: Assistant Chief Zina Silva



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Criminal Justice Division of the Office of the Governor of the State of Texas (“CJD”); and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 4365502 for the El Paso Police Department project identified as “Body Worn Camera FY24”; and

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

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

1. **THAT**, the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4365502, for the City of El Paso Police Department project identified as “Body Worn Camera FY2024” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Criminal Justice Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023

**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:**

  
\_\_\_\_\_  
Zina Silva  
Assistant Chief of Police

[Print This Page](#)

**Agency Name:** El Paso, City of  
**Grant/App:** 4365502 **Start Date:** 9/1/2023 **End Date:** 10/31/2024

**Project Title:** Body Worn Cameras FY2024  
**Status:** Application Pending Submission

**Eligibility Information**

**Your organization's Texas Payee/Taxpayer ID Number:**  
17460007499014

**Application Eligibility Certify:**

Created on: 1/10/2023 10:29:16 AM By: Laura Carpio

**Profile Information**

**Applicant Agency Name:** El Paso, City of  
**Project Title:** Body Worn Cameras FY2024  
**Division or Unit to Administer the Project:** Strategic Planning Division El Paso Police Department  
**Address Line 1:** 300 N. Campbell  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79901-1402  
**Start Date:** 9/1/2023  
**End Date:** 10/31/2024

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments  
**Headquarter County:** El Paso  
**Counties within Project's Impact Area:** El Paso

**Grant Officials:****Authorized Official**

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

**Financial Official**

**Name:** Margarita Munoz  
**Email:** munozmm@elpasotexas.gov  
**Address 1:** 300 N. Campbell st  
**Address 1:**  
**City:** City of El Paso, Texas 79901  
**Phone:** 915-212-1174 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Comptroller

**Project Director**

**Name:** Jeremiah Poust  
**Email:** 2451@elpasotexas.gov  
**Address 1:** 911 N. Raynor  
**Address 1:**  
**City:** El Paso, Texas 79903  
**Phone:** 915-212-4313 Other Phone:



**Fax:****Title:** Mr.**Salutation:** Lieutenant**Position:** Lieutenant, Planning & Research**Grant Writer****Name:** Laura Carpio**Email:** c1923@elpasotexas.gov**Address 1:** 911 N. Raynor**Address 1:****City:** El Paso, Texas 79903**Phone:** 915-212-4277 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Senior Grant Planner**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide services to all others**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499014**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Introduction**

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

**Program-Specific Questions****Organization Information**

The number of licensed officers directly employed by the applicant agency:

1123

The number of licensed, front-line officers who are engaged in traffic or highway patrol or otherwise regularly detain or stop motor vehicles, or are primary responders who respond directly to calls for assistance from the public:

738

**Certifications**

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

**Constitutional Compliance**

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

**Eligible Officers**

Applicant assures that grant funds will be used only to equip peace officers of a municipal police department or sheriff's office, who are engaged in traffic or highway patrol otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public.

**Reporting Requirements**

Applicant assures that it will annually file reports with the Texas Commission on Law Enforcement (TCOLE), in a manner prescribed by TCOLE, regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

**Body-Worn Camera Policy**

Applicant assures that it will adopt a policy for the use of body-worn cameras which, at a minimum, includes all provisions described in Sec. 1701.655 of the Texas Occupations Code.

**Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

**Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

**Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

**Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](#) for more information or to set up an account to begin participating.



### Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2024 or the end of the grant period, whichever is later.

#### Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Claudia Lujan

Enter the Address for the Civil Rights Liaison:

300 N. Campbell First Floor El Paso, TX 79901

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

915-212-1241

#### Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**☒ I certify to all of the application content and requirements.**

#### Project Abstract :

The El Paso Police Department (EPPD) will utilize the Body-Worn Camera Grant Program to continue funding the lease agreement for the Body-Worn Cameras and accessories leased in 2022 for its patrol and traffic officers. The cameras and accessories leased with this grant allow patrol and traffic officers full access to Body-Worn Cameras. Providing Body-Worn Cameras and accessories to all patrol and traffic officers will ensure that all officers in the field can record and capture digital video evidence of citizen and officer interactions.

#### Problem Statement :

The El Paso Police Department serves the El Paso community, it is the 22nd largest city in the United States and the 6th largest city in Texas. It is the largest metropolitan city on the U.S.-Mexico border, covering over 255 square miles with a population of over 680,000 residents. El Paso is bordered by the city of Juarez, Mexico, and the State of New Mexico. The City of El Paso receives a large number of people visiting and working in our city daily. The EPPD is the largest local law enforcement agency in the area and consists of 1,123 sworn law enforcement employees. These officers are distributed throughout the city in five regional command centers that handle the patrol functions of that particular area. The El Paso Police Department leased 738 body-worn cameras and accessories, this number accounts for the current staffing levels plus growth through anticipated graduating academies. The El Paso PD is requesting additional assistance in funding 738 molly mounts this equipment is essential, it allows for the body-worn cameras to be attached to the officers uniforms. As stated in the original application the EPPD recognizes that the use of Body-Worn Cameras help improve the quality of service to the citizens of El Paso. The use of Body-Worn Cameras increases public safety and operational efficiency. Outfitting all patrol and traffic with Body-Worn Cameras provides quality digital evidence to assist with the prosecution of offenses. Additionally, the use of Body-Worn Cameras provide the following benefits; they are important crime-related evidence to assist in the prosecution of offenders. The use of Body-Worn Cameras allows for evidence and events to be captured and saved digitally to assist in the prosecution of offenses. Body-Worn Cameras provide for another means of documentation of an incident to



corroborate an officer's testimony. Body-Worn Cameras can increase transparency and accountability of law enforcement to the communities they serve by providing a digital record of officers' interactions with the public available for review. This can improve public relations, confidence, and police legitimacy in the community. Lastly, Body-Worn Cameras can assist in the resolution of complaints against police officers. If officer's interactions are recorded, this allows the department quick review and objective analysis of an incident in question that either may substantiate or unfound a complaint of misconduct. Funding from this grant will continue the lease of body-worn cameras and accessories for the El Paso Police Department.

### **Supporting Data :**

Data available from 2020 and 2021 only at this time. The El Paso Police Department handled over 174,000 calls for service. In 2021, there were 9,198 Part 1 crime calls, and in 2020, there were 10,746 calls. Part 1 crimes include violent offenses and property crimes such as rape, robbery, aggravated assault, burglary, motor vehicle theft, arson, and theft. In 2020, EPPD officers engaged in 136,540 instances of officer-initiated activity, and in 2021 there were 133,387 instances of officer-initiated activity. In addition, EPPD made 16,156 arrests in 2020 and 14,638 arrests in 2021. We will continue to see similar numbers in the coming years based on previous data. Additional data from 2021 indicate that the EPPD documented that its officers were involved in 1,151 use of force incidents involving its officers. In 2021, the department's Internal Affairs Division received 120 complaints of officer misconduct. There were also over 1,000 use-of-force incidents by officers, which were documented and reviewed by Internal Affairs.

### **Project Approach & Activities:**

One of the City of El Paso's goals is setting the standard for a safe and secure city, and its mission is to deliver exceptional services to support a high quality of life and place for our community. The funding from this grant will allow the El Paso Police Department to continue the deployment and use of Body-Worn Cameras and accessories. EPPD's objective is to provide a Body-Worn Camera to every officer working in patrol and traffic functions. The Body-Worn Cameras are issued to all patrol and traffic sections and those units responding directly to public assistance. The body-worn cameras increase the amount of officer, citizen interactions and recorded to document incidents. In addition, they increase the amount and quality of digital evidence available for prosecutions of offenses and officer testimony. Increasing accountability of officers and the public's confidence that officers are delivering exceptional services to citizens. Supervisors, Internal Affairs, and appropriate investigative sections will have direct access to view videos as necessary for quality control purposes and to ensure that events recorded are properly categorized by incident type and case number, submitted as evidence and stored for appropriate retention periods. Additionally, body-Worn Camera video will be available to the District Attorney, County Attorney, and Municipal Court for prosecution and open records request to the public, media, and other interested parties.

### **Capacity & Capabilities:**

The El Paso Police Department employs 1,123 commissioned police officers. The EPPD is currently in the first phase of distribution of its body-worn cameras and accessories. In the phased approach of deployment of our new Body-Worn Camera systems, the department will also upgrade and integrate our current in-car systems. In addition to the Body-Worn Cameras the EPPD maintains a fleet of approximately 400 marked patrol units equipped with in-car digital video systems. The EPPD is experienced in managing digital video recording system software, distributing videos and evidence as necessary to the District Attorney, County Attorney, State prosecutors, municipal court, and the public via open records requests.

### **Performance Management :**

The goal of the El Paso Police Department with funding from this grant is to deploy Body-Worn Cameras and accessories with every officer that is working in the field answering calls for service in a patrol function or proactively conducting traffic enforcement operations. Success would be measured by 100% deployment of officers in the field utilizing Body-Worn Cameras and accessories. The EPPD would track the Body-Worn Cameras through line supervisors conducting equipment inspections at shift briefings. Additionally, supervisors would have direct access to downloaded evidentiary digital evidence while approving offense reports. Supervisors will also have access to videos to conduct monthly audits of the camera's use and review of complaints. EPPD Digital Video Recording Systems staff will manage the administration of the digital evidence software of Body-Worn Camera videos.

### **Target Group :**

The target group for this requested funding is the citizens and visitors to the City of El Paso that the EPPD serves daily. The cameras purchased will be used by the EPPD in patrol operations and units regularly assigned to conduct traffic enforcement while keeping El Paso a safe and secure city. El Paso has a population of over 680,000 residents and is bordered by the city of Juarez, Mexico, and the State of New Mexico.

### **Evidence-Based Practices:**



The El Paso Police Department Digital Video Recording Systems unit will ensure that the Body-Worn Cameras leased will be deployed with patrol and traffic officers. The EPPD is currently deploying these cameras in a phased method. These cameras are being assigned to the respective sections and officers. The EPPD has successfully managed an in-car digital video program and a limited number of Body-Worn Cameras and will employ similar strategies and methods with the purchase of Body-Worn Cameras for all patrol and traffic officers. The El Paso PD currently has recorded approximately 27,000 events with their existing Body-Worn Cameras and approximately 544,000 events with their in-car digital video systems. Of that, approximately 278,000 are related to traffic enforcement. Since 2020, the EPPD has handled over 1,400 open records requests for in-car or Body Worn Camera video. The EPPD currently stores approximately 201 TB of data on local servers. The EPPD currently has 3 digital video servers and is at approximately 80% of its total available storage capacity on the servers. This compares to last year approximately 70% of our server capacity was used. Additionally, to increase efficiency the EPPD and the District Attorney's Office have a program where events and digital evidence will be cloud shared. This reduces costs and labor for both the EPPD and District Attorney's Office. Digital evidence no longer has to be burned onto a DVD by supervisors and submitted to the property office and the District Attorney's Office no longer has to physically obtain the disk from the property office. The EPPD has learned through experience that cloud-based storage is the best approach for managing and storing this digital evidence. Cloud-based storage would be necessary for managing the increased amount of data and events documented with Body-Worn Cameras deployed across patrol and traffic operations.

## Project Activities Information

### Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

#### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Body-Worn Camera Program Implementation	100.00	The El Paso Police Department (EPPD) will utilize the Body-Worn Camera Grant Program to lease body-worn cameras and accessories for its patrol and traffic officers

### CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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## Measures Information

### Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of body-worn cameras purchased with grant funds.	738

### Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

## Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

## Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

**Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

**Contract Compliance**

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- ☒ Yes  
☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

El Paso Police Department will monitor and assure that the contract is executed in compliance with all applicable Federal and State statutes, regulations, policies, guidelines and requirements.

**Lobbying**

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:



☐ Yes  
☒ No  
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes  
☒ No  
☐ N/A

### Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2023

Enter the End Date [mm/dd/yyyy]:

8/31/2024

### Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

217632742

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5107956

### Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes  
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2021

### Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

### **Fiscal Capability Information**

#### **Section 1: Organizational Information**

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

#### **Section 2: Accounting System**

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes

☐ No



If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes  
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes  
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes  
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Budget Details Information

#### Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Installation of grant purchased equipment and technology	Lease of 738 AXON Body Worn Cameras at \$140.71 each for a period of 12 months, Lease of 93 Multi-Bay BWC Dock at \$ 300.98 each for a period of 12 months, Warranty for 738 cameras at 132.97 each for a period of 12 months, Warranty for 93 Multi-Bay Dock at \$239.27 for a period of 12 months, Unlimited AXON device storage for 738 Body Worn Cameras at a cost of \$273.45 each for a period of 12 months, Professional Licenses for 738 Body Worn Cameras at a cost of \$ 444.36 each for a period of 12 months. 738 Molly Mounts at \$41.75 each.	\$609,580.78	\$203,193.59	\$0.00	\$0.00	\$812,774.37	0

### Source of Match Information



**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
City of El Paso General Fund	Cash Match	\$203,193.59

**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$203,193.59	\$203,193.59	\$0.00	\$0.00	\$0.00

**Budget Summary Information****Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$609,580.78	\$203,193.59	\$0.00	\$0.00	\$812,774.37

**Budget Grand Total Information:**

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$609,580.78	\$203,193.59	\$0.00	\$0.00	\$812,774.37

**Condition Of Fundings Information**

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** LauraCarpio





Legislation Text

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File #: 23-161, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

**AGENDA LANGUAGE:**

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

That the El Paso City Council authorizes the submission of a grant application to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4718001, FY2024, for the City of El Paso Police Department project identified as "Criminal Justice Grant - Justice Assistance Grant (JAG)" to provide financial assistance to the City of El Paso. Requesting \$61,060.00. No cash match is required. The grant period will be from October 1, 2023 - September 30, 2024.

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

**DEPARTMENT:** Police

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME AND PHONE NUMBER:**

Assistant Chief Humberto Talamantes (915)212-4309

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** NO. 2: Set the Standard for a Safe and Secure City

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

**SUBJECT:**

That the El Paso City Council authorizes the submission of grant application to the Office of the Governor of the State of Texas, Criminal Justice Department, grant application number 4718001, FY2024 for the City of El Paso Police Department project identified as "Criminal Justice Grant - JAG" to provide financial assistance to the City of El Paso. Requesting \$61,060.00, no cash match required. Grant period will be from October 1, 2023 – September 30, 2024.

**BACKGROUND / DISCUSSION:**

The purchase of thirty-six (36) laptops/tablets, 36 MiFi's, 36 docking stations will be made. To be distributed throughout the Major Crimes Bureau, Crimes against Persons/Crimes against Children detectives. This will equip the detectives with needed technology for everyday investigations and handling violent crimes within the City Of El Paso.

**PRIOR COUNCIL ACTION:**

The FY2023 JAG grant application was approved by city council February 1, 2022. The FY2022 JAG grant application was approved by city council February 2, 2021. FY2021 application was approved on February 18, 2020. FY2020 JAG grant application was approved by city council on February 26, 2019. FY2019 JAG grant application was approved by city council on February 20, 2018.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Contact: Assistant Chief Humberto Talamantes

*A/C Humberto Talamantes*  
*1-24-23*

## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Criminal Justice Division of the Office of the Governor of the State of Texas (“CJD”); and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 4718001 FY2024 for the El Paso Police Department project identified as “Criminal Justice Grant - JAG”; and

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

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

1. **THAT**, the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4718001, for the City of El Paso Police Department project identified as “Criminal Justice Grant - JAG” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Criminal Justice Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2023

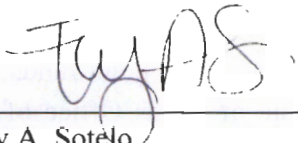
**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

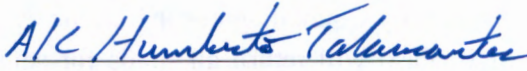
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Evy A. Sotelo  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Humberto Talamantes  
Assistant Chief of Police

**Agency Name:** El Paso, City of  
**Grant/App:** 4718001 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

**Project Title:** Criminal Justice Grant - JAG  
**Status:** Application Pending Submission

**Eligibility Information**

**Your organization's Texas Payee/Taxpayer ID Number:**  
746000749

**Application Eligibility Certify:**

Created on:1/3/2023 4:18:44 PM By:Laura Carpio

**Profile Information**

**Applicant Agency Name:** El Paso, City of  
**Project Title:** Criminal Justice Grant - JAG  
**Division or Unit to Administer the Project:** El Paso Police Department  
**Address Line 1:** 300 N. Campbell  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79901-1402  
**Start Date:** 10/1/2023  
**End Date:** 9/30/2024

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments

**Headquarter County:** El Paso

**Counties within Project's Impact Area:** El Paso

**Grant Officials:**

**Authorized Official**

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

**Financial Official**

**Name:** Margarita Munoz  
**Email:** munozmm@elpasotexas.gov  
**Address 1:** 300 N. Campbell st  
**Address 1:**  
**City:** City of El Paso, Texas 79901  
**Phone:** 915-212-1174 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Comptroller

**Project Director**

**Name:** Gabriel Peralta  
**Email:** 1923@elpasotexas.gov  
**Address 1:** 911 N. Raynor



**Address 1:****City:** El Paso, Texas 79903**Phone:** 915-212-4060 Other Phone:**Fax:** 915-212-0269**Title:** Mr.**Salutation:** Lieutenant**Position:** Homicide Unit**Grant Writer****Name:** Laura Carpio**Email:** c1923@elpasotexas.gov**Address 1:** 911 N. Raynor**Address 1:****City:** El Paso, Texas 79903**Phone:** 915-212-4277 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Senior Grant Planner**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide services to all others**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 746000749**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Introduction**

The purpose of this funding is to support projects that promote public safety, reduce crime, and improve the criminal justice system.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

**Certifications**

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

**Constitutional Compliance**

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

**Information Systems**

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

**Bulletproof Vests**

Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

**Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OGC grant funds until the second anniversary of the date the local government is determined



are ineligible for CCG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

### **Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](#) for more information or to set up an account to begin participating.

### **DNA Testing of Evidentiary Materials**

When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

### **Interoperable Communications**

Funds to support emergency communications activities must ensure compliance with the FY 2018 SAFECOM Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time [Statewide Interoperability Coordinator \(SWIC\)](#) for Texas.

### **Twelve-Step Programs**

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. PSO grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

### **Program Income**

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

**Deduction Method** - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.



Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

### **National Instant Background Check System (NICS)**

Entities receiving funds under this solicitation that are to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations must have a system in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

### **Body-Worn Cameras (BWCs)**

Applicant assures that if it plans to purchase body-worn cameras with grant funds, that it has adopted adequate policies and procedures related to BWC equipment usage, data storage and access, privacy considerations and training. The certification form related to BWC policies and procedures can be found [here](#).

### **Compliance with State and Federal Laws, Programs and Procedures**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2024 or the end of the grant period, whichever is later.

### **Civil Rights Liaison**

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Claudia Lujan

Enter the Address for the Civil Rights Liaison:

300 N. Campbell El Paso, TX 79901

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

915-212-1241

### **Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content & requirements.**

### **Project Abstract :**

The El Paso Police Department has 36 detectives assigned to the Crimes Against Persons/Crimes Against Children Sections within the Major Crimes Bureau. These 36 detectives are primarily responsible for investigating the majority of violent crimes such as sexual assaults, injury to children, aggravated assaults, home invasions, criminal homicides, and other unattended deaths within the municipality of the City of El Paso. The data from the investigations of these violent crimes are collected and reported to meet local, state, and federal requirements. The mission of the El Paso Police Department is to provide exceptional police services,



along with the City of El Paso's Strategic Plan Goal 2 to "SET THE STANDARD FOR A SAFE AND SECURE CITY", to maintain its standing as one of the nation's top safest cities. To provide exceptional service and continue excelling as one of the nation's top safest cities, EPPD must be ready in all aspects to efficiently complete all activities while investigating violent crimes. With the assistance of the Criminal Justice Grant Program Project, thirty-six (36) laptops/tablets will be purchased to be distributed throughout the Major Crimes Bureau, Crimes Against Persons/Crimes Against Children detectives. Along with the laptops, 36 USB docking stations will be purchased, turning the laptop into a desktop powerhouse, and providing full connectivity to monitors, LAN, the internet, printers, and more. There is a need for connectivity when out in the field, purchasing 36 MiFi devices will be required. These MiFi devices will enable the detectives and investigators to respond efficiently. MiFi devices allow detectives and investigators to connect to departmental secured servers that allow access to various law enforcement databases. MiFi devices will give the investigators the opportunity to complete criminal or administrative reports out in the field and enhance their productivity. This will equip the detectives with needed technology for everyday investigations and handling violent crimes within the City Of El Paso. The equipment will enable the detectives to work efficiently and utilize their time to investigate.

#### **Problem Statement :**

The current practice when investigating major crimes is; once the witnesses or involved persons have been identified, the persons are transported to the police station for a typed-out sworn statement. Then, investigators are responsible for researching and verifying the information as part of their investigation, with meetings with the Medical Examiner's Office, District/County Attorney's Office, Military CID, and Adult/Child Protective Services. Providing laptops to each of the detectives gives them an on-the-go office, benefitting the police department and better serve the community with time efficiency and the ability to work from anywhere, especially while responding to callouts throughout the city. The laptops will better assist outside agency requests and smaller agencies that need more resources to handle a thorough investigation. Enhancement of community-based policing and community outreach by helping the following; victims and witnesses who are fearful of appearing at a police station allows victims to feel comfortable with detectives meeting in the safety of their place of residence. Those who are impaired/disabled victims and witnesses unable to appear at a designated police station physically can have investigators take statements. Additionally, providing flexibility for victims and witnesses who work and cannot take time off or meet with investigators during regular working hours or victims or witnesses of low income who don't have means of transportation. The laptops will enable investigators the ability to work away from the centralized police station, increases productivity, and reduces costs which can be mutually beneficial. The expenses that may be impacted positively include but are not limited to fuel, wear and tear on unmarked police vehicles, and the overtime budget.

#### **Supporting Data :**

As the El Paso community grows, so do the calls for service. Major Crimes Bureau handles the majority of violent crimes for an estimated 874,000 citizens (2022 U.S. Census Bureau metro area population). In 2022, both units responded to 279 callouts after hours and investigated approximately 2,148 cases. In 2021, both units responded to 264 callouts after hours and investigated 2,272 cases. The laptops/tablets will provide multiple modes of versatility for police investigations. Along with the MiFi devices that will allow detectives and investigators to work remotely and the docking stations allow them to seamlessly continue their remote work once they have reached their desk, providing a better service for victims of violent crimes and a safer community for the greater El Paso community.

#### **Project Approach & Activities:**

The laptops/tablets provide adaptability to fit and adapt to police investigation needs, with the ability to work from anywhere. The docking stations paired with the laptops/tablets enable an intuitive transition from investigative fieldwork to police station traditional investigative tasks. Completing court orders, statements, case supplements, search warrants, and any legal paperwork to support the case(s) would be completed more effectively with less time, benefiting the police department while ensuring public safety for those victims of violent crimes.

#### **Capacity & Capabilities:**

Using mobile technology increases solvability rates and compliance with State and Federal laws. The laptops/tablets would be imaged by the El Paso Police Department's IT section, which will comply with policies established by the El Paso Police, which abide by State and Federal laws.

#### **Performance Management :**



Success will be measured by having every detective equipped with a laptop so they can effectively use their time with investigating violent crimes. The designated custodians of the laptops will accompany Major Crimes investigators while they conduct inspections and equipment inventory per JAG grant requirements guidelines.

**Target Group :**

The primary target group would be the 36 detectives and the secondary target group is the community. This equipment will allow more time to better serve and protect the victims of violent crimes. The (36) laptops/tablets will be distributed throughout the two sections within the Major Crimes Bureau. Equip the detectives with technology for their everyday tasks, and the available technology will significantly improve time management for major crime investigations. The 36 laptops/tablets, 36 MiFi devices and 36 docking stations. The docking stations turn the laptop into a desktop powerhouse, providing complete connectivity to monitors, LAN, the internet, printers, and more. In addition, the monitor cables are routed to the rear of the laptop docking station, creating a safe and organized desk.

**Evidence-Based Practices:**

The detectives would be equipped with virtually an on-the-go office, and the deployment of the technology would benefit the police department and better serve the community with time efficiency and the ability to work from anywhere. The docking stations, laptops/tablets, and MiFi devices enable an intuitive transition from investigative fieldwork to the police station's traditional investigative tasks. Completing court orders, statements, case supplements, search warrants, and any legal paperwork to support the case would be completed more effectively with less time, benefiting the police department while ensuring public safety for those victims of violent crimes. The estimated time per major crime call-out is 19-22 hours. The use of the technology will be measured and compared against the time frame after the deployment of mobile technology to have verified data and evidence-based information to ensure technology effectiveness.

**Project Activities Information**

**Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
Law Enforcement	100.00	The purchase of thirty-six (36) laptops/tablets, 36 MiFi devices, 36 docking stations will be made. To be distributed throughout the Major Crimes Bureau (Crimes Against Persons/Crimes Against Children) detectives. This will equip the detectives with needed technology for everyday investigations and handling violent crimes within the City Of El Paso.

**CJD Purpose Areas**

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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**Measures Information**

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/	36



operators equipped	
General Law Enforcement or Public Safety: Arrests resulting from grant.	0
Targeted Investigation: Criminal cases resulting in arrest.	0
Targeted Investigation: Grant-funded investigations carried out by the unit/division	0
Training or professional development: Individuals provided	0
Training or professional development: Individuals received	0
Training, professional development, or technical assistance: Hours provided	0
Training, professional development, or technical assistance: Hours received	0

#### Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

#### Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

#### Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

#### Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

### Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes  
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

### Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes  
☒ No  
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes  
☒ No  
☐ N/A

### Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2023

Enter the End Date [mm/dd/yyyy]:

8/31/2024

### Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

217632742

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5107956

### **Single Audit**

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes

☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2021

### **Equal Employment Opportunity Plan**

#### **Compliance**

The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

#### **Type I Entity**

Defined as an applicant that meets one or more of the following criteria:

- has less than 50 employees;
- is a non-profit organization;
- is a medical institution;
- is an Indian tribe;
- is an educational institution, or
- is receiving a single award of less than \$25,000.

#### Requirements

- The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.



## **Type II Entity**

Defined as an applicant that meets the following criteria:

- has 50 or more employees, and
- is receiving a single award of \$25,000 or more, but less than \$500,000.

### Requirements

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
- the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
- the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:  
Araceli Guerra 300 N. Campbell El Paso, TX 79901 915-212-1401

## **Type III Entity**

Defined as an applicant that is NOT a Type I or Type II Entity.

### Requirements

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP information to the Office for Civil Rights (OCR).

### **Certification**

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- ☐ Type I Entity  
☐ Type II Entity  
☒ Type III Entity

### **Debarment**

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify  
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

## FFATA Certification

### Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

Select the appropriate response:

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Select the appropriate response:

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

## Fiscal Capability Information

### Section 1: Organizational Information

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:



Enter the Employer Identification Number Assigned by the IRS:  
Enter the Charter Number assigned by the Texas Secretary of State:

## **Section 2: Accounting System**

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

## **Section 3: Financial Capability**

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes  
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes  
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Budget Details Information

##### Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Data Service - 36 - MiFi's Air Cards at approximately \$49.99. For 12 months for an estimated amount of \$22,000	\$22,000.00	\$0.00	\$0.00	\$0.00	\$22,000.00	0
Supplies and Direct	Laptop System and Accessories	36 - Laptop/tablets at \$950 ea. 36 -	\$39,060.00	\$0.00	\$0.00	\$0.00	\$39,060.00	0



Operating Expenses	(\$5,000 or less per unit)	Dock Station at \$90 ea. 36 - Cases (foldable stand) at \$45 ea.						
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### Source of Match Information

#### Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

#### Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### Budget Summary Information

#### Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Supplies and Direct Operating Expenses	\$61,060.00	\$0.00	\$0.00	\$0.00	\$61,060.00

#### Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$61,060.00	\$0.00	\$0.00	\$0.00	\$61,060.00

### Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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Legislation Text

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**File #: 23-165, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

**AGENDA LANGUAGE:**

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

That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950609 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA) Specialized Teams" to provide financial assistance to the City of El Paso. Requesting \$230,000.00. No cash match is required. The grant period will be from September 1, 2023 - August 31, 2024.

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

**DEPARTMENT:** Police

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME AND PHONE NUMBER:** Assistant Chief Humberto Talamantes,  
(915) 212-4309

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City**

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

**SUBJECT:**

That, the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950609 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) – LETPA Specialized Teams" to provide financial assistance to the City of El Paso. Requesting \$230,000.00. No cash match required. The grant period will be from September 1, 2023 – August 31, 2024.

**BACKGROUND / DISCUSSION:**

The State Homeland Security Grant Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) projects assists local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose a risk to security in the El Paso community and Rio Grande Council of Government area. The grant will allow for purchasing of an imaging system and protective protection equipment.

**PRIOR COUNCIL ACTION:**

The application for SHSP-LETPA FY 22 was approved by city council February 1, 2022. Grant application for FY 21 was approved by city council February 2, 2021. Grant application for FY20 was approved by city council February 18, 2020. Grant application for FY19 was approved by city council on February 26, 2019. Grant application for FY18 was approved on February 20, 2018. Grant application for FY17 was approved on March 31, 2017.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Contact: Humberto Talamantes, Assistant Chief of Police

*A/C Humberto Talamantes*



## **RESOLUTION**

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

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 2950609, for the El Paso Police Department project identified as “SHSP LETPA – Specialized Teams” and

**WHEREAS**, the El Paso City Council designated the City Manager or his designee as the City’s authorized official.

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

1. **THAT**, the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950609, for the City of El Paso Police Department project identified as “SHSP LETPA – Specialized Teams” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all matching funds for said grant if applicable;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease, or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2023

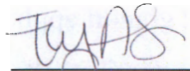
**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Evy A. Sotelo  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Humberto Talamantes  
Assistant Chief of Police

[Print This Page](#)

**Agency Name:** El Paso, City of  
**Grant/App:** 2950609 **Start Date:** 9/1/2023 **End Date:** 8/31/2024

**Project Title:** SHSP LETPA - Specialized Teams  
**Status:** Application Pending Submission

#### Eligibility Information

**Your organization's Texas Payee/Taxpayer ID Number:**  
17460007499009

#### Application Eligibility Certify:

Created on: 1/10/2023 5:23:25 PM By: Laura Carpio

#### Profile Information

**Applicant Agency Name:** El Paso, City of  
**Project Title:** SHSP LETPA - Specialized Teams  
**Division or Unit to Administer the Project:** El Paso Police Department HLS  
**Address Line 1:** 300 N. Campbell  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79901-1402  
**Start Date:** 9/1/2023  
**End Date:** 8/31/2024

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments  
**Headquarter County:** El Paso  
**Counties within Project's Impact Area:** Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio

#### Grant Officials:

##### Authorized Official

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

##### Financial Official

**Name:** Margarita Munoz  
**Email:** munozmm@elpasotexas.gov  
**Address 1:** 300 N. Campbell st  
**Address 1:**  
**City:** City of El Paso, Texas 79901  
**Phone:** 915-212-1174 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Comptroller

##### Project Director

**Name:** Eduardo Lopez  
**Email:** 1890@elpasotexas.gov  
**Address 1:** 911 N. Raynor  
**Address 1:**  
**City:** El Paso, Texas 79903  
**Phone:** 915-212-4150 Other Phone: 915-212-4151  
**Fax:** 915-212-0275  
**Title:** Mr.  
**Salutation:** Officer  
**Position:** Police Officer

**Grant Writer****Name:** Laura Carpio**Email:** c1923@elpasotexas.gov**Address 1:** 911 N. Raynor**Address 1:****City:** El Paso, Texas 79903**Phone:** 915-212-4277 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Senior Grant Planner**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide homeland security services**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499009**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Overview**

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

**Primary Mission and Purpose****State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities**

**(LETPA):** Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

**Eligibility Requirements**



**Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

**Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

**Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

**Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

**National Incident Management System (NIMS) Implementation**

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

**Emergency Management Plans (Intermediate Level)**

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at [tdem.plans@tdem.texas.gov](mailto:tdem.plans@tdem.texas.gov).



### Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

### Program Requirements

#### Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

### Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

### Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

### LETPA



**Law Enforcement Terrorism Prevention Activities (LETPA)**

The state is responsible for ensuring that at least 30 percent (30%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

**Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content and requirements.**

**Project Summary :**

Briefly summarize the project, including proposed activities and intended impact.

Funding for this project will provide and sustain mission essential safety gear and specialized equipment to enhance the protection of the El Paso Police Departments Special Operations Group. The proposed PPE (Personal Protective Equipment) and specialty equipment are 2 Scan X Imaging Systems and 25 Ballistic Vests. The Special Operations Group will use the equipment to diminish threats of acts of terrorism and active shooter incidents in the region safely and efficiently.

**Problem Statement :**

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The City of El Paso and its international geographical location increase the region for potential terrorist activity. The growing population, proximity to an international border, one of the largest military installations in the US, high volume of international trade, and the remote location make for a high volume of coordinated targeting from foreign and domestic terrorism. These events have transpired in the past in recent events, such as the active shooter incident in El Paso, Texas, and Uvalde, Texas, creating an increase in bomb callouts for suspicious packages in the El Paso region. 2022 THIRA pg.9 and 14 active shooter incident and IED's

**Existing Capability Levels :**

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The El Paso Police Department currently has 125 officers and detectives assigned to the Special Operations Group teams. SWAT consists of 41 operators, the Crisis Negotiation team has 21 negotiators, and the Combined Search and Rescue team consists of 15 rescuers. The Tactical Patrol K-9 has 10 handlers, the Dignitary Protection team has a combination of 22 officers and detectives, and the Bomb Squad has 16 bomb technicians. All Special Operations Group teams can operate separately or in conjunction with one another, dependent on what the incident dictates. Some teams, such as SWAT, Bomb, and Combined Search and Rescue, have the limited capability to operate on two separate incidents at the same time. Basic PPE and equipment are available to all teams to mitigate, disrupt, and prevent an incident of terrorism, active shooter, or natural disaster. Additionally, the Special Operations Group teams are available to respond and assist within the Rio Grande Council of Governments (RGCOG) region in mitigating an incident of terrorism or natural disaster.

**Capability Gaps:**

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The capability gaps addressed by this project are under the Interdiction and Disruption core capability (page 25 and 26 of the 2022 SPR. Page 26 of the 2022 SPR identifies capability gaps in the POETE under Organization-Need to increase staffing



to reach allocated 60 personnel on SWAT Unit. Page 26 of the 2022 SPR also identifies a capability gap in the POETE under Equipment – Need for tactical Equipment, Need for expired, outdated, and obsolete equipment to be upgraded throughout the region to increase capability. Interdiction and Disruption was rated second, and On-Scene Security, Protection, and Law Enforcement were rated third on the top three core capabilities to sustain in 2022. The equipment requested will allow the special operation group to maintain and expand its level of response locally and in the region.

#### Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The proposed project will reduce the capability gaps by increasing officer safety for the special operations group. Additionally, it will expand and update Personal Protection Equipment (PPE) and specialized equipment for the special operations officers to mitigate and tactically improve responses to critical incidents related to active shooter, coordinated terrorist attacks, and natural disasters.

#### Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

4.1.1 Strengthen the state's regionally focused, multi-discipline, all-hazards response system that ensures each region statewide has access to the necessary response teams and resources, including enhancement of resource requests and mutual aid processes.

#### Target Group :

Identify the target group and population expected to benefit from this project.

The 125 members from the El Paso Police Departments Special Operations Group (SWAT, Bomb Squad, CMT, COMSAR, Dig-Pro, and K-9 units) will be the direct beneficiaries. In addition, the listed equipment will enhance the special operations group's ability to respond, mitigate, and protect the city and region's residents from potential terrorism from active shooter, coordinated terrorist attacks, or natural disasters.

#### Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable. The El Paso Police Department will continue to seek funding to sustain the capabilities. Ongoing Federal and State funding is required in order to safely and efficiently maintain the regional response level.

#### Project Activities Information

##### HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

##### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	The Special Operations Group will use the equipment to diminish threats of acts of terrorism and active shooter incidents in the region safely and efficiently. Purchasing 2 Scan X Imaging Systems and 25 Ballistic Vests.

#### Measures Information

##### Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	
Number of individuals participating in exercises.	
Number of people trained.	
Number of Special Response Team personnel provided with new or updated equipment.	41

Number of Special Response Teams created, maintained or enhanced.	3
Number of trainings conducted.	

## Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

## Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

## Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

**Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

**Contract Compliance**

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes  
☒ No



For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

N/A

#### Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

☐ Yes

☒ No

☐ N/A

#### Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2023

Enter the End Date [mm/dd/yyyy]:

8/31/2024

#### Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

217632742

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5107956

#### Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes

☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2021

#### Debarment



Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

Enter the debarment justification:

#### FFATA Certification

**Certification of Recipient Highly Compensated Officers** – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

#### Homeland Security Information

#### FUND SOURCE INFORMATION AND REQUIREMENTS

**DHS Project Type:** Establish/enhance regional response teams



**Capabilities****Core Capability:** Interdiction and Disruption**Identify if this investment focuses on building new capabilities or sustaining existing capabilities. :** Existing Capabilities (Sustain)**Are the assets or activities Deployable or Shareable:** Deployable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☒ Check if these funds will support a project that was previously funded with HSGP funding**Project Management Step Involved:**

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

**Step:** Execute**Description:** The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.**Process:** Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.**Milestones****Milestone:** Research equipment and vendors; **Completion Date:** 12-31-2023**Milestone:** Submit approved purchase order to vendor upon completion of City purchasing process; **Completion Date:** 03-31-2024**Milestone:** Verify equipment and invoices for grant funding; **Completion Date:** 08-31-2024**NIMS Resources**☐ Check if this project supports a NIMS typed resource**Enter the name of the typed resources from the Resource Type Library Tool:****Enter the ID of the typed resources from the Resource Type Library Tool:****Fiscal Capability Information****Section 1: Organizational Information**

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

**Section 2: Accounting System**

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes  
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes  
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes  
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.  
Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes  
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes  
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes  
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes  
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 5: Internal Controls



Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Budget Details Information

#### Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	02EX-01-XRAP X-Ray Equipment, Portable or Transportable	2 Scan X-ray Imaging Systems for bomb Squad at approximately \$40,000.00 each. 2 x \$40,000.00 each for an approximate grand total of \$80,000.00.	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	2
Supplies and Direct Operating Expenses	01LE-01-ARMR Armor, Body	6 -tactical ballistic vests to include ballistic plates for Crisis Negotiation Team (CMT) and 19 - tactical ballistic vests to include ballistic plates for SWAT at approximately \$6,000.00 each. 25 tactical ballistic vest to include plates total. 25 x \$6,000.00 each for an approximate grand total of \$150,00.00.	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	0

### Source of Match Information



**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
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**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Budget Summary Information****Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00
Supplies and Direct Operating Expenses	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00

**Budget Grand Total Information:**

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$230,000.00	\$0.00	\$0.00	\$0.00	\$230,000.00

**Condition Of Fundings Information**

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** LauraCarpio



Legislation Text

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**File #: 23-181, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Fire, Chief Jonathan P. Killings, (915) 493-5609

**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 submit the State Homeland Security grant application number 3221407 for the project titled "El Paso-Urban Planner" through the Texas Office of the Governor including all related paperwork, included but not limited to, authorization of budget transfers, and/or revision to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$90,193.11 for the period from September 1, 2023 through August 31, 2024 for a Lead Planner; and that the City shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the grant funds, the City assures that it will return the funds to the Office of the Governor in full.

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

**DEPARTMENT:** Fire Department

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:** n/a

**CONTACT PERSON NAME AND PHONE NUMBER:** Jonathan P. Killings, Fire Chief, (915) 493-5609

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

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

**SUBGOAL:** 2.3 Increase public safety operational efficiency

**SUBJECT:**

That the City Manager or designee is authorized to submit the State Homeland Security grant application number 3221407 for the project titled "El Paso-Urban Planner" through the Texas Office of the Governor including all related paperwork, included but not limited to, authorization of budget transfers, and/or revision to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$90,193.11 for the period from September 1, 2023 through August 31, 2024 for a Lead Planner; and that the City shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the grant funds, the City assures that it will return the funds to the Office of the Governor in full.

**BACKGROUND / DISCUSSION:**

This grant will fund a full-time Lead Planner in assisting in the coordination of disaster response or crisis management activities, provide disaster preparedness training, and prepare emergency plans and procedures for natural, technological, and man-made disasters with a nexus to terrorist events, and community risk reduction efforts with an emphasis on community preparedness, education and awareness.

**PRIOR COUNCIL ACTION:**

City Council approved the FY 2022 application on February 1, 2022 authorizing the City Manager or designee to submit the FY 2022 El Paso Urban Area Planner grant application through the Texas Office of the Governor. The grant was awarded to the City of El Paso in the amount of \$61,439.29.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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

## RESOLUTION

**WHEREAS**, the City of El Paso (“City”) is eligible to apply for a grant through the State Homeland Security Program (“SHSP”) grant program entitled “El Paso-Urban Planner”: and

**WHEREAS**, the City of El Paso Fire Department will maintain a Lead Planner Position to assist in the coordination of disaster response or crisis management activities, provide disaster preparedness training, prepare emergency plans and procedures for natural wartime, or technological disasters or hostage situations; and

**WHEREAS**, the position will increase local and regional community preparedness, and will enhance regional emergency planning activities; and

**WHEREAS**, the grant requires no matching funds by the City; and

**WHEREAS**, the City Council finds that SHSP will assist local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of the community and the Rio Grande Council of Governments Region.

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

1. That the City Manager or designee is authorized to submit the State Homeland Security grant application number 3221407 for the project titled “El Paso-Urban Planner” through the Texas Office of the Governor including all related paperwork, included but not limited to, authorization of budget transfers, and/or revision to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$90,193.11 for the period from September 1, 2023 through August 31, 2024 for a Lead Planner; and
2. That the City shall provide all applicable matching funds for said grant if applicable; and
3. That in the event of loss or misuse of the grant funds, the City assures that it will return the funds to the Office of the Governor in full.

**APPROVED THIS**\_\_\_\_ **DAY OF** \_\_\_\_\_, 2023.

*(Signatures on the following page)*



**CITY OF ELPASO:**

---

Oscar Leaser  
Mayor

**ATTEST:**

---

Laura D. Prine  
City Clerk

**APPROVED AS TO CONTENT:**



---

Jonathan P. Killings, Fire Chief  
El Paso Fire Department

**APPROVED AS TO FORM:**

*/s/ Carlos L. Armendariz*

---

Carlos L. Armendariz  
Assistant City Attorney

Declined ☐Denied ☐Awarded ☐

PSGrant# \_\_\_\_\_

**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](mailto: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.

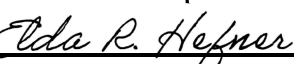
**Department** El Paso Fire Department**DUNS-058873019/UEI-KLZGKXNFVTL4**

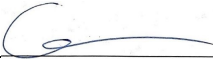
A. GRANT APPLICATION	B. CONTRACT/AGREEMENT/AMENDMENTS
<b>A1. Department Programmatic Contact Person</b> Name: Antonio Muro Jr. Title: AEMC / Battalion Chief Phone No.: (915) 838-3271 Email: MuroAX@elpasotexas.gov	<b>B1. Department Financial Grant Contact Person</b> Name: _____ Title: _____ Phone No.: _____ Email: _____
<b>A2. Grant Data</b> Funding Agency: Department of Homeland Security (SHSP) Grant Name: FY23 El Paso Urban Planner CFDA/ALN: 97.067 N/A <input type="checkbox"/> Application Due Date: February 9, 2023 5 pm CST Requires Signature or Review from: Mayor <input type="checkbox"/> City Manager <input checked="" type="checkbox"/> Legal Review <input type="checkbox"/>	<b>B2. Grant Data</b> Funding Agency: _____ Grant Name: _____ Program Name: _____ Agency Contract No.: _____ Grant Type: <span style="border: 1px solid black; padding: 2px;">Please Select</span> Pass through Agency: _____ Grant Start & End Date: <span style="border: 1px solid black; padding: 2px;">Month</span> <span style="border: 1px solid black; padding: 2px;">Day</span> <span style="border: 1px solid black; padding: 2px;">Year</span> - <span style="border: 1px solid black; padding: 2px;">Month</span> <span style="border: 1px solid black; padding: 2px;">Day</span> <span style="border: 1px solid black; padding: 2px;">Year</span> New, Continuation, or Amendment: <span style="border: 1px solid black; padding: 2px;">Please Select</span>
<b>A3. Financial Data</b> Amount of Grant Funding Request: \$ 90,193.11 Amount of Matching Funds Requested: \$ 0.00 Amount of In-Kind Funds and/or Additional City Contributions: \$ 0.00 Total Amount Requested: \$ 90,193.11	<b>B3. Financial Data</b> 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
<b>A4. Grant Classification</b> <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)	<b>B4.</b> <input type="checkbox"/> CM Signature required <input type="checkbox"/> Mayor Signature required <input type="checkbox"/> City Council approval required
<b>A5. City Match Certification</b> Has City Match been certified by the Department Director? Yes <input type="checkbox"/> No <input checked="" 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: 0 % <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: _____	<b>B5.</b> Grant Accounting String: _____ City Match Accounting String: _____ Comments: _____

**Brief Description of Grant:**

FY23 El Paso Urban Planner - Lead Planner - This project will fund a full-time Lead Planner position to focus on community risk reduction efforts with an emphasis on community preparedness, education and awareness. Proposed activities include assisting in the coordination of disaster response or crisis management activities, provide disaster preparedness training, and prepare draft emergency plans and procedures for natural (e.g., hurricanes, floods, earthquakes), wartime, technological, (e.g., cybersecurity, nuclear power plant emergencies, hazardous materials spills) disasters, and a nexus to terrorist events (e.g., hostage situations, active shooter, chemical/radiological attacks).

1.  01/12/2023  
**Department Director Signature** **Date**  
Jonathan P. Killings  
**Printed Name of Department Director**

2.  01/23/2023  
**Grants Administration Division** **Date**

3.  1/24/2023  
**Legal Review** **Date**

**REQUIRED SIGNATURES**

1. \_\_\_\_\_  
**Department Director Signature** **Date**  
\_\_\_\_\_  
**Printed Name of Department Director**

2. \_\_\_\_\_  
**Grants Administration Division** **Date**

3. \_\_\_\_\_ **202**  
**Legal Review** **Date**



Legislation Text

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File #: 23-182, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Fire, Chief Jonathan P. Killings, (915) 493-5609

**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 submit the State Homeland Security Program grant application number 2951009 for the project titled "Sustainment of Fire Department Special Response Teams" through the Texas Office of the Governor including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$243,117.00 for the period from September 1, 2023 through August 31, 2024, for the project that supports Regional Hazardous Materials Team, Urban Search and Rescue Team, Type III Incident Management Team; and that the City shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the grant funds, the City assures that it will return the funds to the Office of the Governor in full.

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

**DEPARTMENT:** Fire Department

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:** n/a

**CONTACT PERSON NAME AND PHONE NUMBER:** Jonathan P. Killings, Fire Chief, (915) 493-5609

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

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

**SUBGOAL:** 2.3 Increase public safety operational efficiency

**SUBJECT:**

That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 2951009 for the project titled "Sustainment of Fire Department Special Response Teams" through the Texas Office of the Governor including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$243,117.00 for the period from September 1, 2023 through August 31, 2024, for the project that supports Regional Hazardous Materials Team, Urban Search and Rescue Team, Type III Incident Management Team; and that the City shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the grant funds, the City assures that it will return the funds to the Office of the Governor in full.

**BACKGROUND / DISCUSSION:**

This project will assist with the sustainment and improve the El Paso Fire Department's ability to protect, respond and recover from incidents that originate from acts of terrorism (internationally or domestically), technological or natural disasters and accidentally caused human events. El Paso's specialized teams support the following core capabilities: operational coordination, threat and hazard identification, environmental response/health and safety, situational assessment and mass search and rescue operations. The identified purchase item includes a Hazardous Materials Mini-Rescue 4x4 vehicle.

**PRIOR COUNCIL ACTION:**

On February 1, 2022, the City Council authorized the City Manager or designee to submit the FY2022 Sustainment of Fire Department Special Response Teams" grant application through the Texas Office of the Governor. The grant was awarded to the City of El Paso in the amount of \$97,982.00.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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



## RESOLUTION

**WHEREAS**, the City of El Paso (“City”) is eligible to apply for grants through the State Homeland Security Program (“SHSP”) grant program entitled “Sustainment of Fire Department Special Response Teams”; and

**WHEREAS**, the City’s Fire Department seeks assistance in the sustainment of its ability to prepare, respond, and recover from incidents as a result of terrorism; and

**WHEREAS**, there is a need to purchase and replace equipment that supports a Regional Hazardous Materials Team, Urban Search and Rescue Team, and Type III Incident Management Team; and

**WHEREAS**, the grant requires no matching funds by the City;

**WHEREAS**, the City Council find that SHSP will assist local efforts to prevent terrorism and other catastrophic events and prepares for the threats and hazards that pose the greatest risk to the security of the community and the Rio Grande Council of Government region.

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

1. That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 2951009 for the project titled “Sustainment of Fire Department Special Response Teams” through the Texas Office of the Governor including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$243,117.00 for the period from September 1, 2023 through August 31, 2024, for the project that supports Regional Hazardous Materials Team, Urban Search and Rescue Team, Type III Incident Management Team; and
2. That the City shall provide all applicable matching funds for said grant if applicable; and
3. That in the event of loss or misuse of the grant funds, the City assures that it will return the funds to the Office of the Governor in full.

**APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

*(Signatures on following page)*

**CITY OF EL PASO, TEXAS**

---

Oscar Leaser  
Mayor

**ATTEST:**

---

Laura D. Prine  
City Clerk

**APPROVED AS TO CONTENT:**



---

Jonathan P. Killings, Fire Chief  
El Paso Fire Department

**APPROVED AS TO FORM:**

*/s/ Carlos L. Armendariz*

---

Carlos L. Armendariz  
Assistant City Attorney

Declined ☐Denied ☐Awarded ☐

PSGrant#

**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](mailto: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** El Paso Fire Department**DUNS-058873019/UEI-KLZGKXNFVTL4**

A. GRANT APPLICATION	B. CONTRACT/AGREEMENT/AMENDMENTS
<b>A1. Department Programmatic Contact Person</b> Name: Kevin D. Dieter Title: Special Operations / Battalion Chief Phone No.: (915) 838-3263 Email: DieterKD@elpasotexas.gov	<b>B1. Department Financial Grant Contact Person</b> Name: Title: Phone No.: Email:
<b>A2. Grant Data</b> Funding Agency: Department of Homeland Security (SHSP) Grant Name: Sustainment of Fire Department Special Response Teams CFDA/ALN: 97.067 N/A <input type="checkbox"/> Application Due Date: February 9, 2023 @ 5pm CST Requires Signature or Review from: Mayor <input type="checkbox"/> City Manager <input checked="" type="checkbox"/> Legal Review <input type="checkbox"/>	<b>B2. Grant Data</b> Funding Agency: Grant Name: Program Name: Agency Contract No.: Grant Type: <span style="border: 1px solid black; padding: 2px;">Please Select</span> Pass through Agency: Grant Start & End Date: <span style="border: 1px solid black; padding: 2px;">Month</span> <span style="border: 1px solid black; padding: 2px;">Day</span> <span style="border: 1px solid black; padding: 2px;">Year</span> - <span style="border: 1px solid black; padding: 2px;">Month</span> <span style="border: 1px solid black; padding: 2px;">Day</span> <span style="border: 1px solid black; padding: 2px;">Year</span> New, Continuation, or Amendment: <span style="border: 1px solid black; padding: 2px;">Please Select</span>
<b>A3. Financial Data</b> Amount of Grant Funding Request: \$ 243,117.00 Amount of Matching Funds Requested: \$ 0.00 Amount of In-Kind Funds and/or Additional City Contributions: \$ 0.00 Total Amount Requested: \$ 243,117.00	<b>B3. Financial Data</b> 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
<b>A4. Grant Classification</b> <input type="checkbox"/> Competitive (award based on competition) <input type="checkbox"/> Entitlement (a set of funds determined under a formula) <input checked="" type="checkbox"/> Continuation (ongoing funding)	<b>B4.</b> <input type="checkbox"/> CM Signature required <input type="checkbox"/> Mayor Signature required <input type="checkbox"/> City Council approval required
<b>A5. City Match Certification</b> 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: _____	<b>B5.</b> Grant Accounting String: _____ City Match Accounting String: _____ Comments: The approximately 2.7 million people of the region will benefit from this project in the State of Texas, New Mexico and the country of Mexico. Specifically, the El Paso Fire Department's Specialized teams to include Hazardous Materials Team and Urban Search and Rescue team will benefit from the proposed project.

**Brief Description of Grant:**

The El Paso Fire Department's Special Response Team's mission is to protect, respond, and recover from incidents that may originate from acts of terrorism (internationally or domestically), technological or natural disasters, and accidentally caused human events. The El Paso Fire Department supports several specialty teams to include a Regional Hazardous Materials Response Team and a Special Rescue Response Team.

**REQUIRED SIGNATURES**

1. 01/20/2023  
Department Director Signature Date  
Jonathan P. Killings  
Printed Name of Department Director  
2. 01/23/2023  
Grants Administration Division Date  
3. 1/24/2023  
Legal Review Date

1. \_\_\_\_\_  
Department Director Signature Date  
\_\_\_\_\_  
Printed Name of Department Director  
2. \_\_\_\_\_  
Grants Administration Division Date  
3. \_\_\_\_\_ 207  
Legal Review Date



Legislation Text

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**File #: 23-94, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 4**

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

**AGENDA LANGUAGE:**

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

Approve a Planning and Inspections Lien in the amount of \$3,285.75 for the property located at 5225 Ballinger Dr. (Owner of record: Thomas W. Chellis)



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

**AGENDA DATE:** JANUARY 31, 2023

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** TONY DE LA CRUZ, (915) 212-1589

**DISTRICT(S) AFFECTED:** 4

**STRATEGIC GOAL:** GOAL 3 – PROMOTE THE VISUAL IMAGE OF EL PASO

**SUBGOAL:**

**SUBJECT:**

THAT THE PLANNING AND INSPECTION LIEN 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:**

**SECONDARY DEPARTMENT:**

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



---

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

Revised 04/09/2021

ATTACHMENT A  
PLANNING AND INSPECTION LIEN  
JANUARY 31, 2023

ADDRESS	OWNER OF RECORD	AMOUNT	DISTRICT
5225 BALLINGER DR.	CHELLIS THOMAS W	\$3,285.75	4

## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 2.38 of the El Paso City Code, CHELLIS THOMAS W in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the Planning and Inspections Department, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building until repaired or demolished, and clean the property of all rubbish and debris; and

**WHEREAS**, the Director of the Planning and Inspections 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 and boarding and securing located on the property known as:

4 SARAH ANNE PARK #2 LOT 19 (7651.11 SQ FT), more particularly described as **5225 BALLINGER DR** Lot 19, City of El Paso, El Paso County, Texas, PID #S16299900403700

to be \$3,285. 75, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3RD day of AUGUST, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount THREE THOUSAND TWO HUNDRED EIGHTY FIVE AND 75/100 DOLLARS (\$3,285. 75) 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 \_\_\_\_\_, 2023.

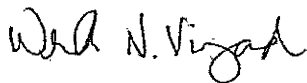
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

ATTEST:

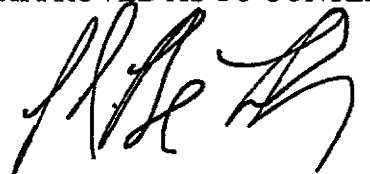
\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Javier A. De La Cruz  
Building and Inspections  
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

Planning & Inspections  
Javier A. De La Cruz  
El Paso, Texas 79901  
(915) 212-1589



Legislation Text

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File #: 23-108, Version: 1

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**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**

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

**AGENDA LANGUAGE:**

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

A Resolution that the Managing Director of Museums and Cultural Affairs be authorized to sign an El Paso Museum of Art outgoing loan agreement for the loan of six artworks by artist Gaspar Enriquez to the Las Cruces Museum of Art.

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

**AGENDA DATE:** January 31, 2023 (for Regular Agenda)

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

**DISTRICT(S) AFFECTED:** 8

**STRATEGIC GOAL:**

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

**SUBJECT:**

Resolution that the Managing Director of Museums & Cultural Affairs be authorized to sign an El Paso Museum of Art outgoing loan agreement for the loan of six artworks by artist Gaspar Enriquez to the Las Cruces Museum of Art.

**BACKGROUND / DISCUSSION:**

The Las Cruces Museum of Art is requesting to borrow six artworks by Gaspar Enriquez for an upcoming solo exhibition on the El Paso artist. Ordinarily, outgoing art loans are approved by the Museums and Cultural Affairs Advisory Board (MCAAB). MCAAB did not have quorum for the December meeting and by ordinance does not meet in January. Due to exhibition timing, the Las Cruces Museum of Art cannot wait until the February MCAAB meeting.

**PRIOR COUNCIL ACTION:**

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

Council approved the El Paso Museum of Art Collections Policy.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES \_\_\_ NO**

---

\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:**



---

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

**RESOLUTION**

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

THAT the Managing Director of Museums & Cultural Affairs be authorized to sign an El Paso Museum of Art outgoing loan agreement for the loan of six artworks by artist Gaspar Enriquez to the Las Cruces Museum of Art. The loan will be January 23, 2023-May 27, 2023.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF EL PASO:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

*Danielle Escontrias*  
Danielle Escontrias  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ben Fyffe, Managing Director  
Museums & Cultural Affairs





# El Paso Museum of Art Outgoing Loan Agreement

## MAYOR

Oscar Leaser

Borrower Jennifer McClung, Curator Loan Period 1/23/23-5/27/23  
 Address 491 N Main St, Las Cruces, NM 88001 Loan Purpose exhibition  
 Location Las Cruces Museum of Art  
 Credit Line El Paso Museum of Art, (credit lines below)

## CITY COUNCIL

### District 1

Brian Kennedy

### District 2

Alexsandra Annello

### District 3

Cassandra Hernandez

### District 4

Joe Molinar

### District 5

Isabel Salcido

### District 6

Art Fierro

### District 7

Henry Rivera

### District 8

Chris Canales

## CITY MANAGER

Tommy Gonzalez

NO.	DESCRIPTION	VALUE
	1990.4.1 Gaspar Enriquez, <i>Luis y la Virgen de Guadalupe</i> , (1989). Acrylic on panel, 36 x 55 ½ x 4 in. Gift of Martini de Groat and the Southwest Bell Foundation	\$28,800
	2002.20.5 Gaspar Enriquez, <i>Elegy on the Death of Cesar Chavez</i> (2000). airbrushed acrylic on paper 36 x 48 in. Purchase with funds provided by the Robert U. and Mabel O. Lipscomb Foundation Endowment	\$3,000
	2002.20.6 Gaspar Enriquez, <i>Elegy on the Death of Cesar Chavez</i> (2000). airbrushed acrylic on paper 36 x 48 in. Purchase with funds provided by the Robert U. and Mabel O. Lipscomb Foundation Endowment	\$3,000
	2002.20.9 Gaspar Enriquez, <i>Elegy on the Death of Cesar Chavez</i> (2000). airbrushed acrylic on paper 36 x 48 in. Purchase with funds provided by the Robert U. and Mabel O. Lipscomb Foundation Endowment	\$3,000
	2002.20.12 Gaspar Enriquez, <i>Elegy on the Death of Cesar Chavez</i> (2000). airbrushed acrylic on paper 36 x 48 in. Purchase with funds provided by the Robert U. and Mabel O. Lipscomb Foundation Endowment	\$3,000
	2003.18.a- b Gaspar Enriquez, <i>Untitled Mural</i> (2003). Acrylic on canvas 72 x 144 in. (diptych) Gift of Target Corporation	\$28,800
	2011.9.13 Gaspar Enriquez, <i>Mi Querida Madre</i> . Giclee print 42 x 37.75 in. Gift of Eric Anderson and Becky Duval Reese	\$1,700

The Borrower accepts the conditions as outlined on the front and back of this agreement.

Borrower \_\_\_\_\_ For EPMA \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

Sign, date and return to: El Paso Museum of Art, One Arts Festival Plaza, El Paso, Texas 79901, attn.: Registrar

EPMA 08/98 / OUTLOAN.001 / REV 7/2017



# El Paso Museum of Art Outgoing Loan Agreement

## MAYOR

Oscar Leeser

## CITY COUNCIL

### District 1

Brian Kennedy

### District 2

Alexsandra Anello

### District 3

Cassandra Hernandez

### District 4

Joe Molinar

### District 5

Isabel Salcido

### District 6

Art Fierro

### District 7

Henry Rivera

### District 8

Chris Canales

## CITY MANAGER

Tommy Gonzalez

1. The Borrower agrees to borrow the objects described on the face of this loan agreement from the El Paso Museum of Art for the purpose indicated on the face of this agreement.
  2. It is understood that the objects borrowed from the Museum shall remain in the condition in which they were received. They shall not: be cleaned, repaired, retouched or altered in any way whatever without written permission of the Museum, except in an emergency situation when the safety of the work makes such action imperative; nor may framing, matting, mounting or glazing be changed without written permission; nor may objects be examined by scientific methods without written permission.
  3. Objects must be maintained in a building protected from fire, smoke or flood damage, under 24-hour security and protected from extreme temperatures and humidity; excessive light; and from insects, vermin, or dirt or other environmental hazards. Objects must be handled only by experienced personnel. The Borrower agrees to meet any special requirements for installation and handling as noted or referenced on the face of this agreement.
  4. Damages, whether in transit or on the borrower's premises and regardless of who may be responsible, shall be reported to the Museum immediately, followed by a written report and including photographs, if necessary. If damage occurs in transit, the Borrower will also notify the carrier and will save all packing materials for inspection.
  5. The Museum will specify the method of packing and will provide any special instructions for unpacking and repacking. Objects shall be returned packed in the same or similar materials by experienced personnel. Objects will arrive and be returned in the manner of shipment mutually agreed upon by the Borrower and the Museum.
  6. Objects shall be insured by the Borrower during the period of the loan, including transit, for the value stated on the face of this agreement under an all risk wall-to-wall policy subject to the following generally accepted standard exclusions against damage or loss resulting from insects or vermin, wear and tear, gradual deterioration, or inherent vice; repairing, restoration, or retouching processes; hostile or warlike action, insurrection or rebellion; and/or nuclear reaction, nuclear radiation or radioactive contamination. The Borrower must provide the Museum with either a certificate of insurance or a copy of the policy made out in favor of the City of El Paso prior to shipment of the objects. The Museum Registrar must be notified in writing 20 days prior to any cancellation or meaningful change in the Borrower's policy. Any lapses in coverage, any failure to secure insurance and/or inaction by the Museum regarding notice will not release the Borrower from liability for loss or damage. Insurance value may be reviewed periodically and the Museum reserves the right to increase coverage if reasonably justified. In the event of loss or damage, the borrower's maximum liability will be limited to the insurance value then in effect.
- THE BORROWER AGREES TO INDEMNIFY THE MUSEUM FOR ANY AND ALL LOSS OR DAMAGE TO THE OBJECTS OCCURRING DURING THE COURSE OF THE LOAN, EXCEPT FOR LOSS OR DAMAGE RESULTING FROM WEAR AND TEAR, GRADUAL DETERIORATION, INHERENT VICE, WAR AND NUCLEAR RISK.**
7. Each object shall be labeled and credited to the Museum in the exact format provided on the face of this agreement, both for display labels and publication credits. The Borrower may photograph the objects only for record and publicity purposes and for reproduction in an exhibition catalogue for uses related to the stated purposes of the loan. Photography for commercial purposes is prohibited.
  8. Unless otherwise noted on the face of this agreement, all costs of packing, transportation, couriers, insurance and other loan-related expenses will be borne by the Borrower. The estimated costs must be agreed upon by both parties.
  9. The Museum reserves the right to recall the objects from loan or cancel the loan for good cause at any time, and will make every effort to give reasonable notice thereof. Objects lent must be returned to the Museum by the return date. An extension of the loan period must be approved in writing by the Museum Director or his designate and covered by written parallel extension of the insurance coverage.
  10. In the event of any conflict between this agreement and any forms of the Borrower, the terms of this agreement shall be controlling. For loans to borrowers within the United States, this agreement shall be construed in accordance with the law of the State of Texas and venue for any disputes regarding this Agreement shall lie exclusively in El Paso County, Texas.



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 23-147, Version: 1**

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

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

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

##### **District 1**

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

#### **AGENDA LANGUAGE:**

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

That the City Council approve a Crossing Surface Installation Agreement with BNSF Railway in the amount of \$87,373.00 for the Mountain to River Trail Project.

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

**AGENDA DATE:** January 31, 2023  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Yvette Hernandez, P.E., City Engineer, (915) 212-0065

**DISTRICT(S) AFFECTED:** 1

**STRATEGIC GOAL:** No. 4 Enhance El Paso's quality of life through recreation, cultural, and education environments.

**SUBGOAL:** 4.1 Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

**SUBJECT:**

Discussion and action that the City Council approve a Crossing Surface Installation Agreement with BNSF Railway in the amount of \$87,373.00 for the Mountain to River Trail Project.

**BACKGROUND / DISCUSSION:**

The project consists of multi-use trail improvements that will link Franklin Mountain State Park in Northwest El Paso to the riverbanks of the Rio Grande River in the Upper Valley.

The Crossing Surface Installation Agreement consists of the installation of sidewalks and crossings at the intersection of Borderland Drive and Doniphan Drive.

BNSF Railway scope of work consists of the installation of new concrete panels at centerline locations, one new electronic bell on the existing southwest railroad-crossing signal, new LED lights on both railroad-crossing signals, and track modifications to accommodate the new crossing surfaces.

City scope of work consists of marking the centerline of the two 5' sidewalk crossings, installation of the 5' sidewalk approaches up to the concrete crossing panels, installation of asphalt/concrete on the roadway approaches up to the concrete crossing panels, and all necessary grading and paving including backfill of excavations and restoration of disturbed vegetation.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$87,373.00


Funding Source: 2012 Quality of Life

**PRIMARY DEPARTMENT:** Capital Improvement

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\*\*\*\*\*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, or designee, be authorized to execute a Crossing Surface Installation Agreement with BNSF Railway Company for the installation of sidewalks and crossings at Borderline Drive, with a total estimated billable cost to the City of \$87,373.00. Further that the City Manager, or designee, be authorized to exercise all rights under the Agreement and sign any amendments to the Agreement.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

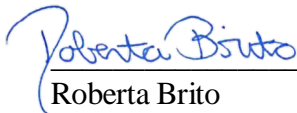
### THE CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

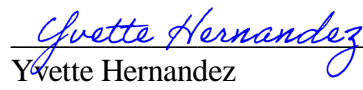
### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Yvette Hernandez  
City Engineer





Contract Number: BF-20231065

## **CROSSING SURFACE INSTALLATION AGREEMENT**

**BNSF File No.: BF-20231065**  
**Mile Post 1144.20**  
**Line Segment 7300**  
**U.S. DOT Number 019771L**  
**El Paso Subdivision**

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of January 18, 2023, by and between City of El Paso, Texas (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to install new sidewalks on both sides of Borderland Drive and install a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** The Company will install a new concrete crossing surface for a width of 8 feet, 32 feet, and 8 feet, at the centerline locations marked by the Agency. The new crossing surfaces will adequately cover the two new 5'-0" sidewalks and the existing vehicular driving lanes at Borderland Drive. The Company will perform all necessary track modifications to accommodate the new crossing surfaces. The Company contact person to coordinate and schedule the work is Roadmaster Esequiel Abeyta at Email: Esequiel.Abeyta@bnsf.com and Mobile: 505-859-6307. In addition, the Company will install one new electronic bell on the existing southwest railroad crossing signal and install new LED lights on both railroad crossing signals.
- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:



Contract Number: BF-20231065

- A. Mark the centerline locations of the two proposed 5'-0" sidewalk crossings PRIOR TO the BNSF installing the concrete crossing panels;
  - B. Design and Construct the 5'-0" sidewalk approaches up to the concrete crossing panels on the track;
  - C. Place asphalt/concrete on the roadway approaches up to the concrete crossing panels on the track;
  - D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
  - E. Provide suitable drainage, both temporary and permanent;
  - F. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;
  - G. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.
- 3) **Payment; Invoicing.** Upon Company's receipt of the materials and supplies necessary for the installation of the new crossing surfaces and crossing signal work, Company will send AGENCY an invoice detailing the total amount owed by AGENCY for the new crossing surfaces and crossing signal work. The Company shall send subsequent invoices until the completion of the work.

The cost estimates for the Company's SURFACE and SIGNAL work are shown on the attached Exhibit B. AGENCY agrees to pay the Company the ACTUAL COST for the new crossing surface and signal work. AGENCY shall pay the final invoice within 30 days of receipt.

- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.



Contract Number: BF-20231065

- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the Borderland Drive crossing during installation of the new crossing surfaces.
- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the Borderland Drive crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.
- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at Borderland Drive and the new crossing surface on both sides of the track.
- 8) **Sidewalk Surfacing Work.** The AGENCY will own and be fully responsible for construction, repairs, maintenance, future construction or reconstruction of the sidewalk(s) in accordance with the Exhibit A. Sidewalks must terminate no closer than 6'-0" from centerline of each track. Agency will install a 1'-0" minimum width asphalt expansion joint between the end of sidewalk pavement and the edge of railroad concrete crossing panel. Sidewalks must intersect the track as close to perpendicular as practical. Sidewalk approaches must be constructed level with top-of-rail for a minimum distance of 17'-0", as measured from the outside rail in the track. Detectable Warnings (i.e. truncated domes, etc.) and Pedestrian Stop Bars must be installed on each sidewalk approach to the crossing, extend across the full width of the sidewalk, provide a 2'-0" minimum depth, and be located 12'-0" minimum from the outside rail in the track.
- 9) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

- 10) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



Contract Number: BF-20231065

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

**AGENCY:**

**CITY OF EL PASO, TEXAS**

By: Yvette Hernandez

Printed Name: Yvette Hernandez

Title: City Engineer

Roberta Brito, Assistant City Attorney  
City Attorney Office Approval

All invoices for the project will be sent to:  
Email to [payapplication@elpasotexas.gov](mailto:payapplication@elpasotexas.gov)

Attn: Yvette Hernandez  
City Engineer  
218 N. Campbell Street, 2<sup>nd</sup> Floor  
El Paso, Texas 79901  
Phone: 915-212-0065  
Email: [HernandezYM@elpasotexas.gov](mailto:HernandezYM@elpasotexas.gov)

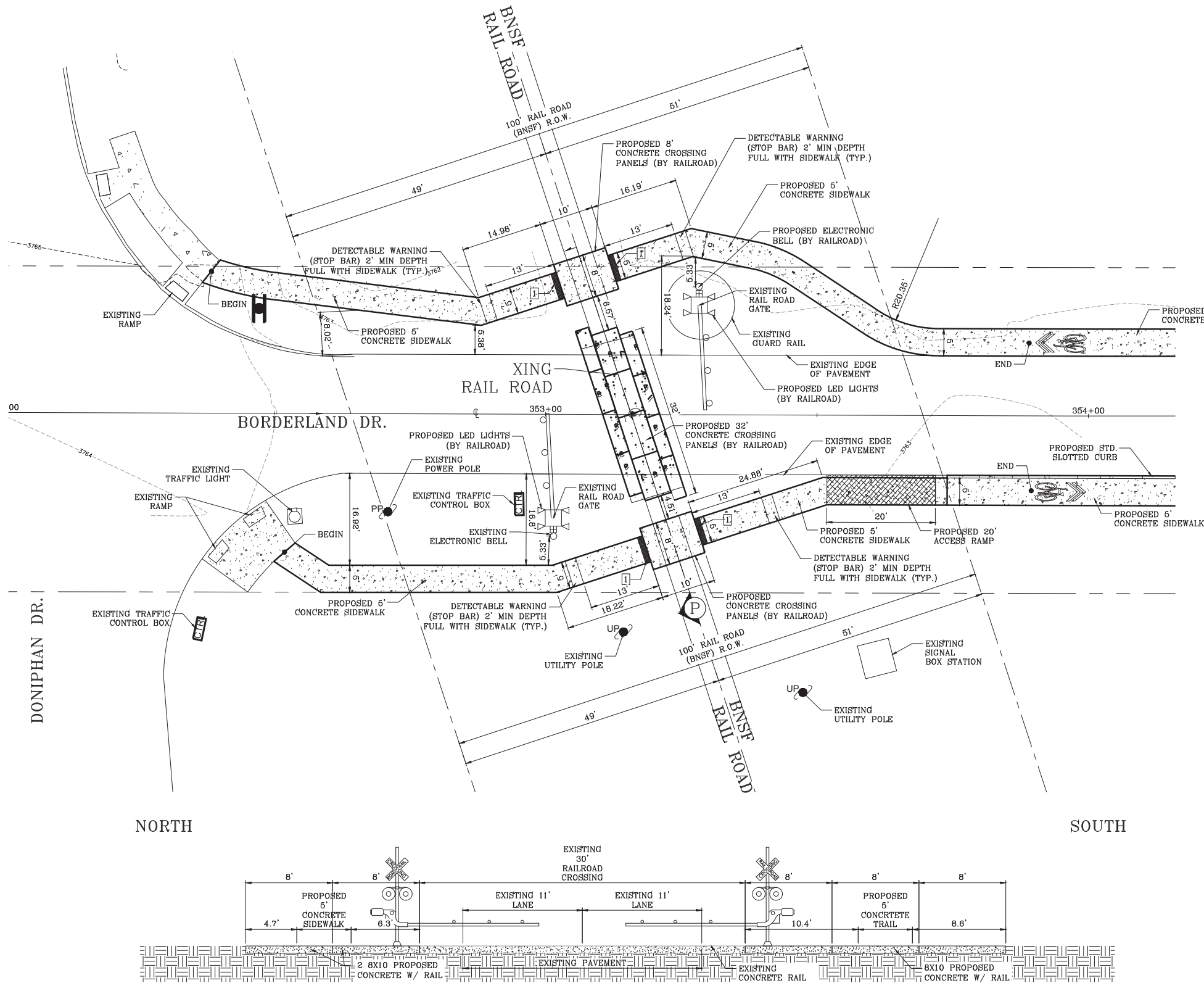
**BNSF Railway Company:**

By: \_\_\_\_\_

Printed Name: Cheryl Townlian

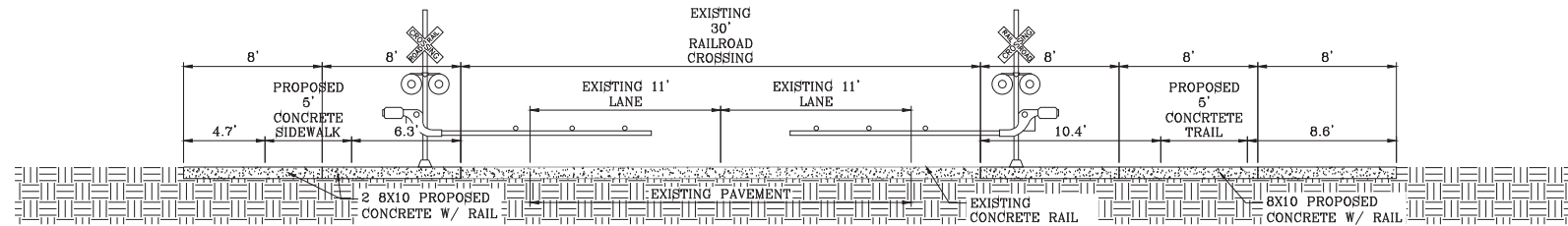
Title: Assistant Director Public Projects

FILE LOCATION E:\\_CITYPROJECTS\CDP-MTH-RIVER TRAIL.DWG (SEGMENT VII - BORDERLAND) PLOTTED ON Wednesday, February 24, 2021 7:49:49 AM BY SAM ROSALES

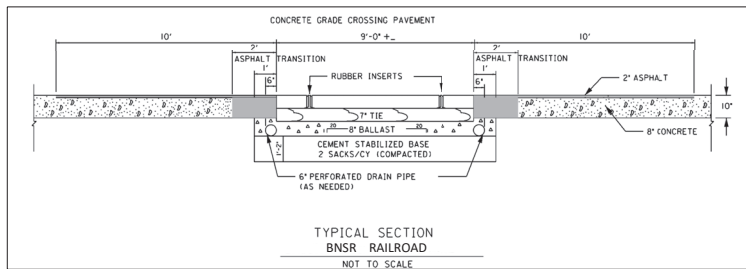


NORTH

SOUTH



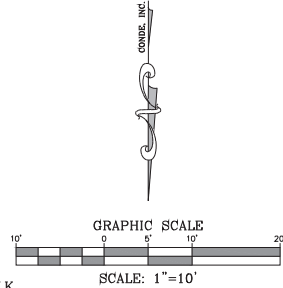
SECTION P  
SCALE: 1"=5'



TYPICAL SECTION  
BNSR RAILROAD  
NOT TO SCALE

**LEGEND**

- SHARED LANE MARKING (TMUTCD) FIG. 9C-9
- CENTERLINE STATION
- PROPOSED DOUBLE SIGN
- PROPOSED SIGN

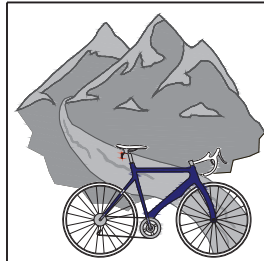


**KEY NOTES:**

1. 1.0' MIN COMPACTED ASPHALT (HOT MIX) EXPANSION JOINT BETWEEN END OF CONCRETE SIDEWALK AND CONCRETE PANEL ON TRACK (TYP.) FULL WIDTH OF SIDEWALK APPROX. 1' DEPTH WIDTH TO BE DETERMINED BY ASPHALT MACHINE.

**SEQUENCE OF CONSTRUCTION:**

1. CITY OR ITS CONTRACTOR TO MARK THE CENTERLINE OF SIDEWALK CROSSINGS AT THE TRACK PRIOR TO INSTALLATIONS BY RAILROAD.
2. CITY OR ITS CONTRACTOR TO PROVIDE TEMPORARY TRAFFIC CONTROL FOR A FULL WIDTH ROAD CLOSURE FOR THE INSTALLATION OF THE CONCRETE CROSSING PANELS BY THE RAILROAD.
3. RAILROAD TO REMOVE EXISTING CONCRETE ROAD CROSSING AND ABOUT 90' OF TRACK, BALLAST ROCK, AND INSPECT THE SUBGRADE.
4. IF SUBGRADE IS FOUND TO BE DEFICIENT BY THE RAILROAD, THEN CITY OF ITS CONTRACTOR TO FURNISH AND PLACE ABOUT 12" X 90' X 6" COMPACTED ASPHALT (HOT MIX) TO STABILIZE SUBGRADE.
5. RAILROAD TO PLACE 12" OF BALLAST ROCK, INSTALL NEW TRACK SECTION, WELD RAIL JOINTS, AND INSTALL NEW CONCRETE CROSSING PANELS FOR THE ROADWAY AND PROPOSED SIDEWALKS.
6. CITY OR ITS CONTRACTOR TO FURNISH AND PLACE 2.0' MIN. COMPACTED ASPHALT (HOT MIX) BETWEEN END OF REMOVED ASPHALT AND CONCRETE CROSSING PANELS ON THE TRACK (TYP.) FOR FULL WIDTH OF ROADWAY.
7. CITY OF ITS CONTRACTOR TO OPEN ROADWAY TO VEHICULAR TRAFFIC.
8. RAILROAD TO INSTALL 1 NEW BELL ON EXISTING FLASHER LIGHT SIGNAL LOCATED IN THE SOUTHWEST QUADRANT AND INSTALL NEW LED LENSES.
9. CITY OR ITS CONTRACTOR TO CONSTRUCT THE SIDEWALKS AND DETECTABLE WARNINGS.
10. CITY OR ITS CONTRACTOR TO FURNISH AND PLACE 1.0' MIN. COMPACTED ASPHALT (HOT MIX) EXPANSION JOINT BETWEEN END OF CONCRETE SIDEWALK AND CONCRETE CROSSING PANEL ON TRACK (TYP.) FOR FULL WIDTH OF SIDEWALK. APPROX. 1' DEPTH. WIDTH TO BE DETERMINED BY ASPHALT COMPACTION MACHINE.
11. CITY OR ITS CONTRACTOR TO OPEN THE SIDEWALKS TO PEDESTRIAN TRAFFIC.



**MOUNTAIN TO RIVER  
TRAIL SYSTEM**

**CONDE INC.**  
ENGINEERING / PLANNING  
SURVEYING / CAD  
6000 BURETT DR. STE 100  
EL PASO, TEXAS 79906  
PHONE: (915) 692-2283  
FAX: (915) 692-0286 TDD: 10078100

REFERENCES - BENCHMARKS		NGS CONTROL DISK CHINO SET IN TOP OF CONCRETE MONUMENT STAMPED CHINO 1990 LOCATED 31°55'23.8500"N. 108°34'55.516"W WITH ELEVATION OF 3946.11 (NAVD 88)	
BY	REVISIONS	DATE	DESCRIPTION
SR		2/2/21	BNSF COMMENTS
ENGINEER'S SEAL		SCALE	1"=10'
PROJECT NAME		DATE	JANUARY 2021
CITY OF EL PASO SIDEWALK CROSSING AT BORDERLAND DRIVE DOT NO. 019771L BNSF RAILWAY MP 1144.23		DESIGNED BY	Y.C.
		DRAWN BY	S.R.
		CHECKED BY	Y.C.
		APPROVED BY	Y.C.
		JOB NUMBER	520-02
		1"=30'	
218 N. Campbell Street, El Paso, TX. 79901 Telephone : (915) 212-0065		CAPITAL IMPROVEMENT CITY OF EL PASO	
SHEET TITLE		RAIL ROAD CROSSING DETAILS SHEET 5 OF 6	
32		41	



EXHIBIT D - Railroad SURFACE Estimate for  
Borderland Drive - DOT No. 019771L  
Revised on 10/31/2022

EXHIBIT D - Railroad SIGNAL Estimate for  
Borderland Drive - DOT No. 019771L  
Revised on 11/8/2022

BNSF RAILWAY COMPANY  
FHPM ESTIMATE FOR  
STATE OF TEXAS

LOCATION CANUTILLO TO MONTOYA

DETAILS OF ESTIMATE

PLAN ITEM : 000334820

VERSION : 1

## PURPOSE, JUSTIFICATION AND DESCRIPTION

BORDERLAND RD - EL PASO, TX; INSTALL LED LIGHTS; SOUTHWEST DIV; EL PASO SUBDIV; LS 7300; MP 1144.23; DOT# 019771L; SEQ# 84497.

MONTHLY POWER UTILITY COST CENTER : 61694.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

\*\*\*\*\* SIGNAL WORK ONLY \*\*\*\*\*

THE STATE OF TEXAS IS FUNDING 100% OF THIS PROJECT.

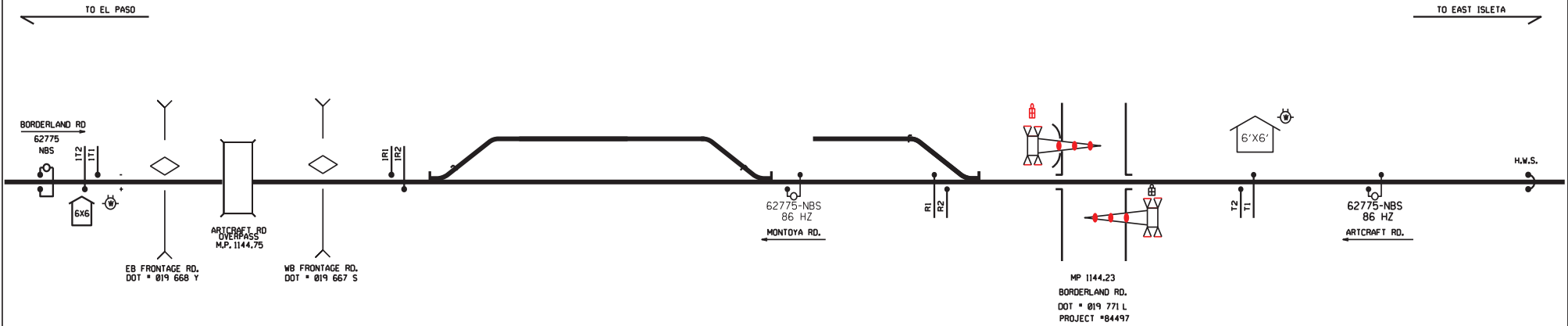
MAINTAIN PROPRIETARY CONFIDENTIALITY.

PRIMARY FUNDING SOURCE IS FHWA

\*\* BUY AMERICA(N) APPLIES \*\*

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$
*****				
LABOR				
*****				
SIGNAL FIELD - REPLACE	56.0	MH	2,216	
PAYROLL ASSOCIATED COSTS			1,448	
DA OVERHEADS			2,405	
EQUIPMENT EXPENSES			492	
INSURANCE EXPENSES			387	
TOTAL LABOR COST			6,948	6,948
*****				
MATERIAL				
*****				
BELL	1.0	EA N	207	
LED GATE LIGHT KIT	2.0	EA N	512	
LED LIGHT	8.0	EA N	1,714	
RELAY	1.0	EA N	750	
RELAY, RXFN-16A	1.0	EA N	3,500	
USE TAX			560	
OFFLINE TRANSPORTATION			82	
TOTAL MATERIAL COST			7,325	7,325
*****				
OTHER				
*****				
CONTRACT ENGINEERING	1.0	LS N	8,000	
TOTAL OTHER ITEMS COST			8,000	8,000
PROJECT SUBTOTAL				22,273
CONTINGENCIES				2,123
BILL PREPARATION FEE				244
GROSS PROJECT COST				24,640
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				24,640

# The Burlington Northern & Santa Fe Railway Company



INSTALL: LEDS & BELL  
CONTROL DEVICES: CONSTANT WARNING  
SALVAGE: NONE

RED = IN YELLOW = OUT



INSTRUMENT HOUSE



BELL



METER



CROSSING CONTROL CONNECTIONS



BIDIRECTIONAL CROSSING CONTROL



UNIDIRECTIONAL CROSSING CONTROL



COUPLER OR TERMINATION



GUARD RAIL

Warning device placement:

Clearance to C.L. Track = Min. 12'

Edge of Road to C.L. Foundation:

Min. 5'3" with curb,

Min. 9'3" without curb,

Max. 12'

House Clearance:

25' Min. to Near Rail

30' Min. to Edge of Road

ALL LIGHTS TO BE LED

Railroad SIGNAL Estimate  
Page 2 of 2

*BNSF RAILWAY CO.*

LOCATION: EL PASO, TX

STREET: BORDERLAND DR.

LS:7300

M.P. 1144.23

DOT # 019 771 L

DIVISION: SOUTHWEST

SUBDIVISION: EL PASO

KANSAS CITY

NO SCALE

DATE: 10/27/2022

FILE: 84497-STATESKETCH-.dgn

JFK



Contract Number: BF-\_\_\_\_\_

## **EXHIBIT "C"**

### **CONTRACTOR REQUIREMENTS**

#### **1) General**

The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of new 5-ft wide sidewalks along both sides of Borderline Drive and asphalt placement on the roadway approaches to Borderland Drive crossing – DOT No. 019771L, located at railroad milepost 1144.20 on Railway's Southwest Division, El Paso Subdivision, Line Segment 7300 in El Paso, Texas in El Paso County.

- A.** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- B.** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- C.** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



Contract Number: BF-\_\_\_\_\_

Yvette Hernandez  
City of El Paso  
City Engineer  
218 N. Campbell St, 2<sup>nd</sup> Floor  
El Paso, TX 79901  
Email: HernandezYM@elpasotexas.gov

- D. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- E. The Contractor must notify City of El Paso (Yvette Hernandez) at Office: 915-212-0065 and E-Mail: HernandezYM@elpasotexas.gov and Railway's Manager Public Projects (Tim Huya) at Office: 817-352-2902 and E-Mail: Tim.Huya@bnsf.com at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file DOT No. 019771L & Contract No. BF-\_\_\_\_\_.
- F. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The





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Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- G. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

## **2) Contractor Safety Orientation**

- A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com). The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

## **3) Railway Requirements**

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B. The Contractor must notify the Railway's Division Engineer Raymond Chavez at (505) 975-1427 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- C. The Contractor must abide by the following temporary clearances during construction:
- 15'-0"      Horizontally from centerline of nearest track
  - 21'-6"      Vertically above top of rail
  - 27'-0"      Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0"      Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts



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- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the City of El Paso and must not be undertaken until approved in writing by the Railway, and until the City of El Paso has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by City of El Paso for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any



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Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

#### **4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan**

- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com), which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at [www.eVerifile.com](http://www.eVerifile.com), in addition to any other applicable regulatory requirements.
  - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
  - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards



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set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

## 5) Railway Flagger Services

A. The Contractor must give Railway's Roadmaster, Esequiel Abeyta at Email: Esequiel.Abeyta@bnsf.com and Mobile: 505-859-6307 a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- i) **FOR THIS PROJECT, RAILROAD FLAGGING SERVICES WILL BE PROVIDED BY RAILPROS (NOT A BNSF EMPLOYEE). The Contractor must contact Railpros directly at Office # 877-315-0513 or e-mail: BNSFinfo@railprosfs.com to enter into a reimbursement agreement for flagging services and to request and schedule a railroad flagger. The Railpros flagger(s), the Contractor, and the BNSF Roadmaster must participate in a job safety briefing PRIOR TO the start of any work on/over/under Railway's right of way. The Railway reserves the right to utilize its employees to provide railroad flagging services when those resources become available. In this event, the Railpros flagger and the Contractor will be notified by the Railway.**

B. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- i) When, upon inspection by Railway's Representative, other conditions warrant.
- ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- iii) When work in any way interferes with the safe operation of trains at timetable speeds.



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- iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

**C. Flagging services will be performed by qualified Railway flaggers.**

- i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **CONTRACTOR**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- iv) The average train traffic on this route is 8 freight trains per 24-hour period at a timetable speed 49 MPH and 0 passenger trains at a timetable speed of n/a MPH.

**6) Contractor General Safety Requirements**

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the





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Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

- C. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, [www.BNSFContractor.com](http://www.BNSFContractor.com), however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection,



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gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- I. THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.
- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

## **7) Excavation**

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Roadmaster (Esequiel Abeyta) at 505-859-6307 and BNSF's Signal Supervisor (Brad Marr) at 575-740-5987.** All underground and overhead



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wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

## **8) Hazardous Waste, Substances and Material Reporting:**

- A. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

## **9) Personal Injury Reporting**

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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### NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- |   |  |
|---|--|
| <input type="checkbox"/> Passenger on train (C)   | <input type="checkbox"/> Non-employee (N)<br><i>(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)</i> |
| <input type="checkbox"/> Contractor/safety  | <input type="checkbox"/> Contractor/non-safety sensitive (G)   |
| <input type="checkbox"/> Volunteer/safety sensitive (H)   | <input type="checkbox"/> Volunteer/other non-safety sensitive (I)  |
| <input type="checkbox"/> Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates |  |
| <input type="checkbox"/> Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates           |  |
| <input type="checkbox"/> Non-trespasser (J) - Off railroad property   |  |

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:  
Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Employee No.)

\_\_\_\_\_  
(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



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## NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email [Safety.IncidentReporting@BNSF.com](mailto:Safety.IncidentReporting@BNSF.com).

Accident City/State: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

County: \_\_\_\_\_ Temperature: \_\_\_\_\_ Weather: \_\_\_\_\_  
(if non-BNSF location)

Name (Last/First/MI): \_\_\_\_\_

Age: \_\_\_\_\_ Gender (if available): \_\_\_\_\_

Company: \_\_\_\_\_

eRailsafe Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

BNSF Contractor Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Injury: \_\_\_\_\_ Body Part: \_\_\_\_\_  
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

\_\_\_\_\_  
\_\_\_\_\_

Work activity in progress at time of accident: \_\_\_\_\_

Tools, machinery, or hazardous materials involved in accident: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### Treatment:

- ☐ First Aid Only
- ☐ Required Medical Treatment
- ☐ Other Medical Treatment: \_\_\_\_\_

Dr. Name: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Hospital Name: \_\_\_\_\_

Hospital Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Diagnosis: \_\_\_\_\_

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT....." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).





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**EXHIBIT "C-1"**

**Agreement Between  
BNSF RAILWAY COMPANY  
and the  
CONTRACTOR**

**Railway File: DOT No. 019771L**

**Agency Project: Construct sidewalks and repave roadway approaches on Borderland Drive in El Paso, TX**

\_\_\_\_\_, (hereinafter called "Contractor"), has entered into an agreement with City of El Paso (hereinafter called "Agreement") for the performance of certain work in connection with the following project: construction of new 5-ft wide sidewalks along both sides of Borderline Drive and asphalt placement on the roadway approaches to Borderland Drive crossing – DOT No. 019771L, located at railroad milepost 1144.20 on Railway's Southwest Division, El Paso Subdivision, Line Segment 7300 in El Paso, Texas in El Paso County.

Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **City of El Paso** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

**1) RELEASE OF LIABILITY AND INDEMNITY**



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- A. Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**
- B. It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Contractor's employees against Railway, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.
- C. **THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- D. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- E. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation



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as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

- F. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

## **2) TERM**

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

## **3) INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

### **A. Commercial General Liability "CGL" Insurance**

- i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
  - (1) Bodily Injury and Property Damage
  - (2) Personal Injury and Advertising Injury
  - (3) Fire legal liability
  - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
  - (1) definition of "Insured Contract" will be amended to remove any exclusion or other



Contract Number: BF-\_\_\_\_\_

limitation for any work being done within 50 feet of RAILWAY's property.

- (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
  - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
  - (4) Separation of insureds; and
  - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

#### **B. Business Automobile Insurance**

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
- (1) Bodily injury and property damage
  - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
- (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
  - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
  - (3) Separation of insureds;
  - (4) The policy shall be primary and non-contributing with respect to any insurance



Contract Number: BF-\_\_\_\_\_

carried by RAILWAY.

**C. Workers Compensation and Employers Liability Insurance**

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
  - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
  - (1) Waiver of subrogation in favor of and acceptable to Railway.

**D. Railroad Protective Liability insurance**

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
  - (1) Endorsed to include the Pollution Exclusion Amendment
  - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
  - (3) Endorsed to remove any exclusion for punitive damages.
  - (4) No other endorsements restricting coverage may be added.
  - (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
  - (6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising





Contract Number: BF-\_\_\_\_\_

out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

**E. Other Requirements:**

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company  
c/o CertFocus  
P.O. Box 140528  
Kansas City, MO 64114  
Toll Free: 877-576-2378  
Fax number: 817-840-7487



Contract Number: BF-\_\_\_\_\_

Email: [BNSF@certfocus.com](mailto:BNSF@certfocus.com)  
[www.certfocus.com](http://www.certfocus.com)

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.



Contract Number: BF-\_\_\_\_\_

- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

#### **4) SALES AND OTHER TAXES**

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by



Contract Number: BF-\_\_\_\_\_

Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

- C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

## **5) EXHIBIT "C" CONTRACTOR REQUIREMENTS**

- A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

## **6) TRAIN DELAY**

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.



Contract Number: BF-\_\_\_\_\_

- B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.
- E. Contractor and its subcontractors must give Railway's **Roadmaster Esequiel Abeyta at Email: Esequiel.Abeyta@bnsf.com and Mobile: 505-859-6307** four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS





Contract Number: BF-\_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

\_\_\_\_\_  
(CONTRACTOR)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

On-Site Project

Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_

Mobile #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_

Mobile #: \_\_\_\_\_



Contract Number: BF-\_\_\_\_\_

**BNSF RAILWAY COMPANY**

Signature:\_\_\_\_\_

Printed Name: Timothy J. Huya

Title: Manager Public Projects

Accepted and  
Effective Date:\_\_\_\_\_

A photograph of the City of El Paso skyline at sunset. The sun is low on the horizon, casting a warm glow over the city. Several tall buildings are visible, including the Plaza Tower. In the background, mountains are silhouetted against the sky. A large, stylized yellow arrow graphic points upwards and to the right, partially obscuring the left side of the image.

# City of El Paso

## Capital Improvement Department



# Mountain to River Trail – BNSF Crossing Surface Installation Agreement

January 31, 2023

# Project Details

Strategic Plan Goal:

No. 4 Enhance El Paso's quality of life through recreation, cultural, and education environments.

4.1 Deliver bond projects impacting quality of life across the city in a timely, efficient manner.



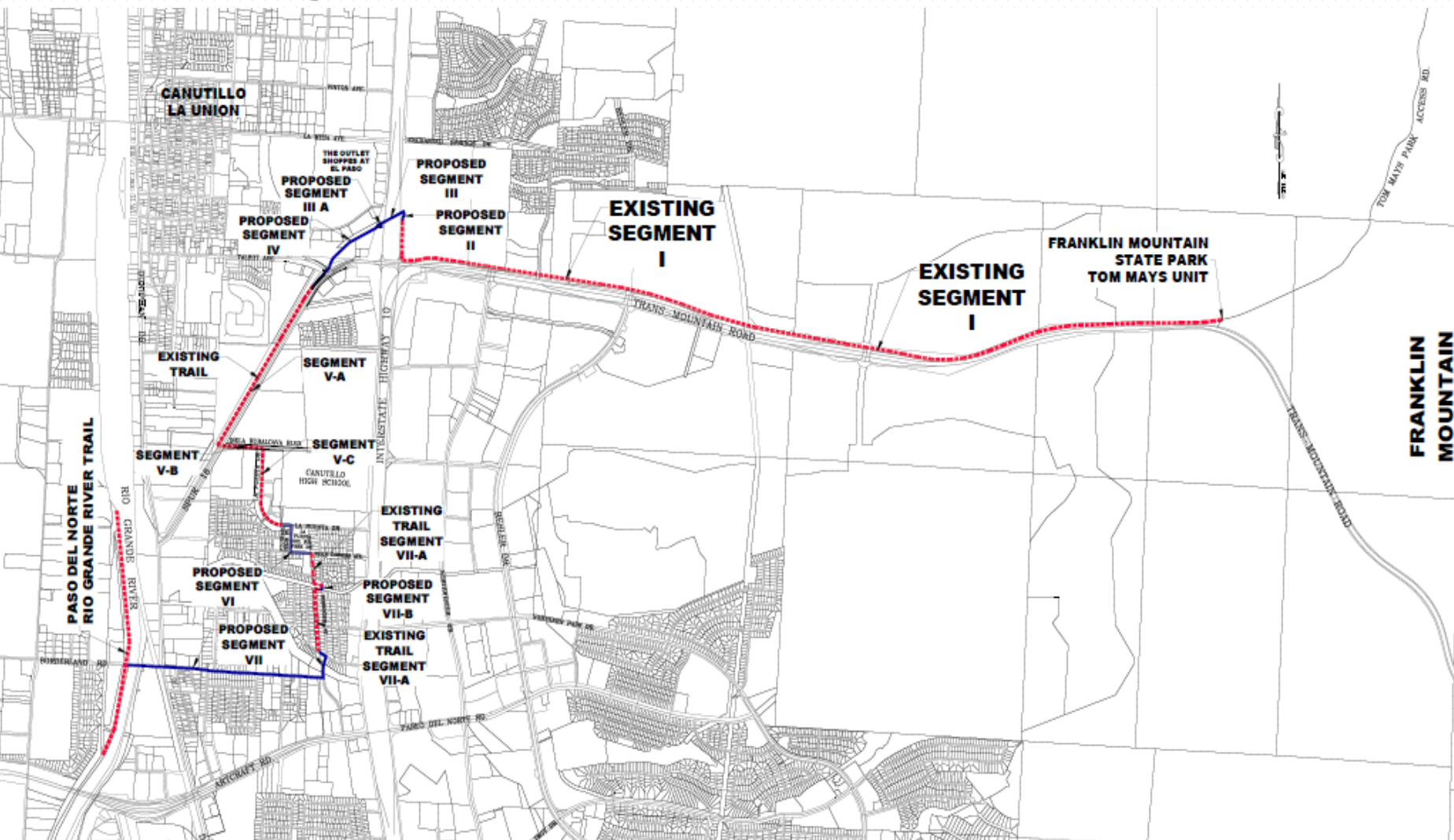
**Location:** Tom Mays Park to the Rio Grande Trail.

**District(s):** District 1

**Total Budget:** \$736,777.00

**Funding Source:** 2012 Quality of Life

# Project Location



The project consists of multi-use trail improvements that will link Franklin Mountain State Park in Northwest El Paso to the riverbanks of the Rio Grande River in the Upper Valley.



# BNSF Crossing Surface Agreement – Scope of Work

- The Crossing Surface Installation Agreement consists of the installation of sidewalks and crossings at the intersection of Borderland Drive and Doniphan Drive.



Contract Number: BF-20231065

## CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20231065  
Mile Post 1144.20  
Line Segment 7300  
U.S. DOT Number 019771L  
El Paso Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of January 18, 2023, by and between City of El Paso, Texas (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to install new sidewalks on both sides of Borderland Drive and install a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** The Company will install a new concrete crossing surface for a width of 8 feet, 32 feet, and 8 feet, at the centerline locations marked by the Agency. The new crossing surfaces will adequately cover the two new 5'-0" sidewalks and the existing vehicular driving lanes at Borderland Drive. The Company will perform all necessary track modifications to accommodate the new crossing surfaces. The Company contact person to coordinate and schedule the work is Roadmaster Esequiel Abeyta at Email: Esequiel.Abeyta@bnsf.com and Mobile: 505-859-6307. In addition, the Company will install one new electronic bell on the existing southwest railroad crossing signal and install new LED lights on both railroad crossing signals.
- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:



# BNSF Crossing Surface Agreement –Scope of Work Continued

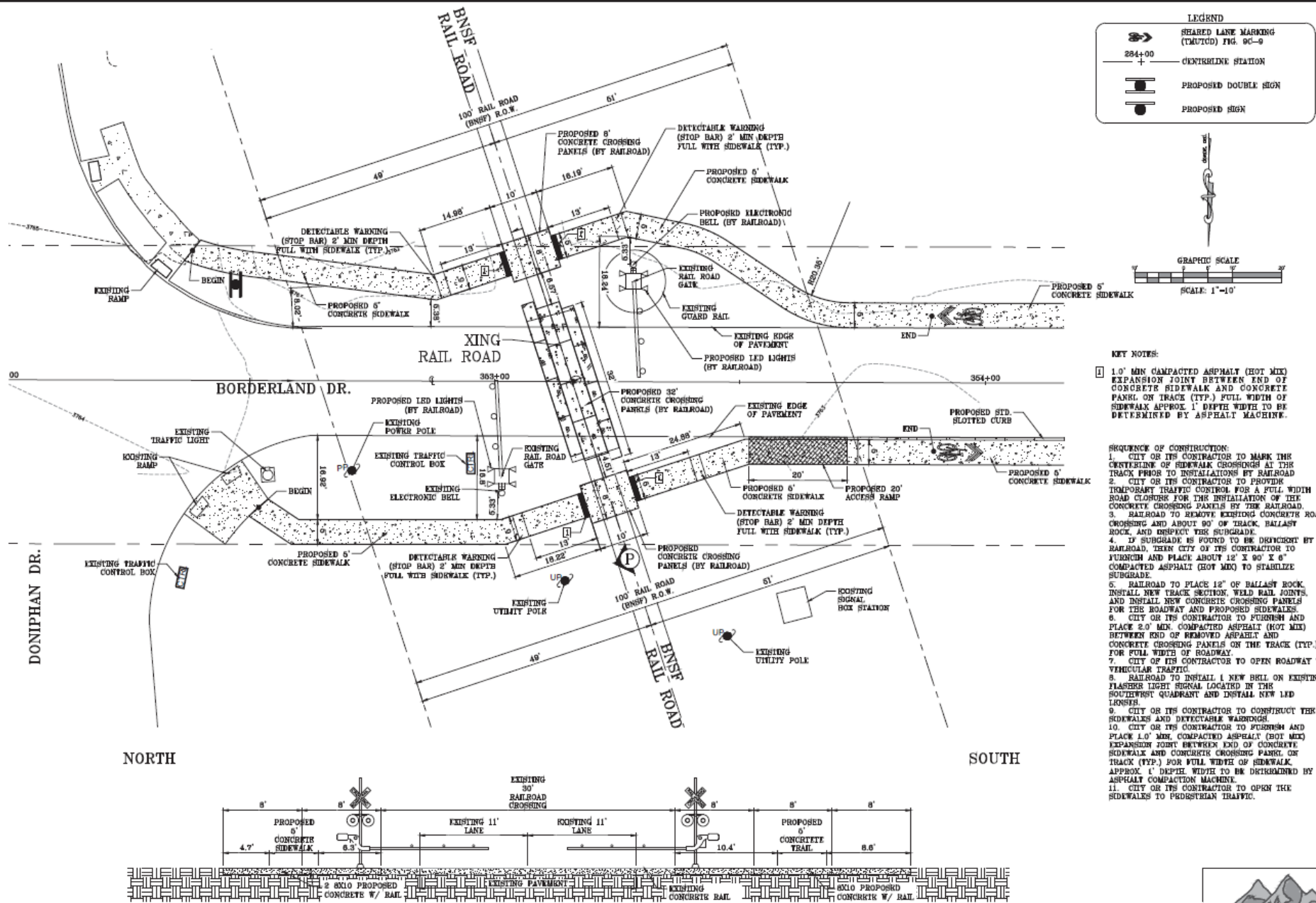


## BNSF Railway scope of work

- installation of new concrete panels at centerline locations, one new electronic bell on the existing southwest railroad-crossing signal, new LED lights on both railroad-crossing signals, and track modifications to accommodate the new crossing surfaces.

## City Scope of Work

- marking the centerline of the two 5' sidewalk crossings, installation of the 5' sidewalk approaches up to the concrete crossing panels, installation of asphalt/concrete on the roadway approaches up to the concrete crossing panels, and all necessary grading and paving including backfill of excavations and restoration of disturbed vegetation.



# BNSF Crossing Surface Exhibit



# Railroad Crossing – Aerial View Location



# Recommended Actions

- For City Council to approve a Crossing Surface Installation Agreement with BNSF Railway in the amount of \$87,373.00.







## 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

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File #: 23-177, Version: 1

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**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**

El Paso Housing Finance Corporation, Elizabeth Moya, (915) 228-9336

**AGENDA LANGUAGE:**

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

Approve a Resolution authorizing the Mayor to Execute the Mayor's certificate and the general certificate of the City in connection with the issuance by the El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Columbia Apartments) Series 2023.

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

**DEPARTMENT:** Housing Finance Corporation  
**AGENDA DATE:** January 31, 2023  
**CONTACT PERSON NAME AND PHONE NUMBER:** Elizabeth Moya,  
Executive Director  
915 228 9336

**DISTRICT(S) AFFECTED:** Citywide

**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 authorizing the Mayor to Execute the Mayor's certificate and the general certificate of the City in connection with the issuance by the El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Columbia Apartments) Series 2023. No cost to the City

**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 bond issue, authorized by the El Paso Housing Finance Corporation Board of Directors will provide financing for the acquisition, rehabilitation, construction and equipping of a qualified residential rental housing project under Section 142(a)(7) of the Internal Revenue Code (the "Project"); and (ii) paying costs of issuing the Bonds. The initial owner of the Project will be Columbia Housing Partners, LP. The Project will be located at approximately 7900 Knights Drive, El Paso, Texas 79915. (District 7)

**PRIOR COUNCIL ACTION:**

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

The Council has approved numerous programs in the past.

**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?**

No Cost to the City

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

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

*Information copy to appropriate Deputy City Manager*



## RESOLUTION

**WHEREAS**, the El Paso Housing Finance Corporation (the "**Issuer**") was duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe, sanitary housing for persons of low and moderate income at prices they can afford; and

**WHEREAS**, the Issuer has determined to issue its Multifamily Housing Revenue Bonds (Columbia Apartments Project) Series 2023 (the "**Bonds**") for the purpose of providing additional funding to certain qualified low and moderate income residents of the City of El Paso, Texas (the "**City**") to afford the costs of decent, safe, and sanitary housing located within the City, and

**WHEREAS**, the Issuer has conducted and held a public hearing regarding issuance of the Bonds on January 12, 2023 at 10:00 a.m., pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the City approves and encourages the Issuer in its efforts to accomplish the issuance of the Bonds and, as part of such transaction, is willing to provide its General Certificate, and for the Mayor of the City to provide his Certificate concerning the conduct of the Public Hearing on January 12, 2023, copies of which are both attached hereto as Exhibits to this Resolution and made a part hereof for all purposes; and

**WHEREAS**, the City Council of the City hereby authorizes the Mayor to execute both the said General Certificate of the City and the Mayor's Certificate, and deliver same to the Issuer.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of El Paso, Texas, that:

1. The Preambles to this Resolution set forth above are incorporated herein and made part of this Resolution.
2. The Mayor of the City is hereby authorized to execute a General Certificate of the City and the Mayor's Certificate in the form attached as Exhibits to this Resolution and deliver same to the El Paso Housing Finance Corporation to be used in connection with the issuance of its Bonds.

Signed this \_\_\_\_ day of January, 2023.

ATTEST:

CITY OF EL PASO:

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Laura D. Prine  
City Clerk

---

Oscar Leeser  
Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:



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Norman J. Gordon,  
Attorney at Law



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Karla M. Nieman  
City Attorney

## GENERAL CERTIFICATE OF CITY OF EL PASO

We, the undersigned, Mayor and City Clerk of the City of El Paso, Texas (the "City"), make this certification for the benefit of all persons interested in the issuance by the El Paso Housing Finance Corporation (the "Issuer") of its MULTIFAMILY HOUSING REVENUE BONDS (COLUMBIA APARTMENTS PROJECT) SERIES 2023 (the "Bonds"):

1. On January 31, 2023, and at all times since, the following persons, each of whom resides within the City, have been duly appointed by the Governing Body of the City as members of the Board of Directors of the Issuer:

Jerry Romero  
Melanie Bailey  
Michael Bray  
Anthony Tomasheski  
Stephen Shaw

2. The Governing Body has not created a "joint housing finance corporation" within the meaning of the Texas Housing Finance Corporations Act, as amended (the "Act").

3. The Governing Body has approved the Issuer's Articles of Incorporation and any amendments thereto.

4. The Governing Body has not amended the Issuer's Articles of Incorporation to change the structure, organization, programs or activities of the Issuer, nor has the Governing Body terminated the Issuer as set forth in Section 394.016(c) of the Act or otherwise, nor has the Governing Body taken any action to limit the effectiveness of the Resolution adopted by the Issuer authorizing the Bonds or to otherwise affect the Bond transaction.

5. The Attorney General of the State of Texas is hereby authorized to date this Certificate on and as of the date of his approval of the Bonds, and this Certificate and the matters herein certified shall be deemed for all purposes to be true, accurate and correct on and as of that date and on and as of the date of delivery of the Bonds, unless the City, through an authorized officer, shall notify the Attorney General and the Issuer in writing to the contrary prior to either of such dates.

(Signature Page Follows)

WITNESS OUR HANDS AND THE OFFICIAL SEAL OF THE CITY this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Oscar Leeser  
Mayor, City of El Paso, Texas

---

Laura D. Prine  
City Clerk, City of El Paso

(SEAL)

APPROVED AS TO FORM:



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Norman J. Gordon, Issuer's Counsel

## APPROVAL CERTIFICATE

The undersigned Mayor of the City of El Paso, Texas (the "City"), certifies with respect to the El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Columbia Apartments), Series 2023 (the "Bonds"), that:

1. I am currently the Mayor of the City. Such office is the chief elected executive office of the City.

2. The Bonds will be issued for the public purpose of financing the acquisition, construction and equipping of a qualified residential rental housing project to be located at 7900 Knights Road), El Paso, Texas 79915, El Paso County, as well as to fund cost of issuance of the Bonds.

3. There has previously been conducted a public hearing, following reasonable public notice as referenced in the Certificate of Posting of Notice of Public Hearing attached to this certificate as **Exhibit A**, with respect to the issuance of the Bonds. The Minutes of Public Hearing relating to such hearing are attached to this certificate as **Exhibit B**.

4. Based upon the information contained in **Exhibit A** and **Exhibit B**, and for the sole purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and for no other purpose, I hereby approve the Bonds and the facilities to be financed with the proceeds of the Bonds and located within the City of El Paso, Texas, all as further described in the exhibits. This approval is not to be construed as (i) a representation or warranty by the City or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, or (ii) as a pledge of the faith and credit of or by the City.

*[The remainder of this page was left intentionally blank.]*



EXECUTED, this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Mayor, City of El Paso, Texas

## **EXHIBIT A**

### **Certificate of Posting of Notice of Public Hearing**

## CERTIFICATE OF POSTING OF NOTICE OF PUBLIC HEARING

In accordance with Treasury Regulations 1.147(f)-1(d)(4), this certificate is given in connection with the issuance and delivery of the "El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Columbia Apartment), Series 2023." I, the Executive Director of El Paso Housing Finance Corporation (the "Corporation"), hereby certify as follows:

On January 3, 2022, the Corporation posted, or caused to be posted, electronically a true and correct copy of the "El Paso Housing Finance Corporation Notice of Public Hearing Regarding the Issuance of Bonds (Columbia Apartments)" attached as **Exhibit A** on the primary public website of the City of El Paso, Texas (the "City") in an area of the website used to inform residents of the City about events affecting the residents, such as notices of public meetings of the City and the Corporation. The Notice remained on the website through the date of the public hearing.



---

Elizabeth Moya, Executive Director  
El Paso Housing Finance Corporation

Dated: January 12, 2023

EXHIBIT A

"EL PASO HOUSING FINANCE CORPORATION NOTICE OF PUBLIC HEARING  
REGARDING THE ISSUANCE OF BONDS (Columbia Apartments)" as posted on the  
City of El Paso, Texas/El Paso Housing Finance Corporation's website

## CERTIFICATE OF POSTING OF NOTICE OF PUBLIC HEARING

In accordance with Treasury Regulations 1.147(f)-1(d)(4), this certificate is given in connection with the issuance and delivery of the "El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Columbia Apartment), Series 2023." I, the Executive Director of El Paso Housing Finance Corporation (the "Corporation"), hereby certify as follows:

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---

Elizabeth Moya, Executive Director  
El Paso Housing Finance Corporation

Dated: January 12, 2023



EXHIBIT A

"EL PASO HOUSING FINANCE CORPORATION NOTICE OF PUBLIC HEARING  
REGARDING THE ISSUANCE OF BONDS (Columbia Apartments)" as posted on the  
City of El Paso, Texas/El Paso Housing Finance Corporation's website

EL PASO HOUSING FINANCE CORPORATION  
NOTICE OF PUBLIC HEARING  
REGARDING THE ISSUANCE OF BONDS  
(Columbia Apartments)

CITY CLERK DEPT  
2023 JAN 3 PM 2:44

Notice is hereby given of a public hearing to be held by the El Paso Housing Finance Corporation (the "Issuer") at 10:00 a.m. on January 12, 2023, and accessible to the public by telephone, on the proposed issuance by the Issuer, pursuant to a plan of finance, of one or more series of revenue bonds or notes (the "Bonds") to provide financing for the acquisition, rehabilitation and equipping of a qualified residential rental housing project under Section 142(a)(7) of the Internal Revenue Code (the "Project") as well as to fund cost of issuance of the Bonds. The public may join the hearing by calling the following toll-free telephone number: (877) 853-5257, meeting ID 208 667 8677# and passcode 558189#. The Project is located at approximately 7900 Knights Drive, El Paso, Texas 79915 in El Paso County, and the initial owner will be Columbia Housing Partners, LP. The maximum stated principal amount of the Bonds to be issued with respect to the Project is \$22,000,000. All interested persons are invited to attend the public hearing by telephone, to express orally, or in writing, their views on the Project and the issuance of the Bonds. The Bonds shall not constitute or create an indebtedness, general or specific, or liability of the City of El Paso, Texas (the "City") or El Paso County, Texas (the "County"), the State of Texas, or any political subdivision thereof. The Bonds shall never constitute or create a charge against the credit or taxing power of the City, the County, the State of Texas, or any political subdivision thereof. Neither the City, County, the State of Texas, nor any political subdivision thereof shall in any manner be liable for the payment of the principal of or interest on the Bonds or for the performance of any agreement or pledge of any kind which may be undertaken by the Issuer and no breach by the Issuer of any agreements will create any obligation upon the City, the County, the State of Texas, or any political subdivision thereof. Further information with respect to the proposed Bonds will be available upon written request prior thereto addressed to the Issuer at P.O. Box 1648, El Paso, Texas 79949, Attention: Elizabeth Moya.

EL PASO HOUSING FINANCE  
CORPORATION  
P.O. Box 1648  
El Paso, Texas 79949



**EXHIBIT B**  
**Minutes of Public Hearing**

## MINUTES OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with the issuance by the El Paso Housing Finance Corporation (the "Issuer") of its "El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Columbia Apartments), Series 2023" in the aggregate principal amount of not to exceed \$22,000,000 (the "Bonds"), as follows:

1. I am a duly qualified and appointed Hearing Officer of the Issuer for the Bonds and have conducted a public hearing on the issuance of the Bonds to provide financing for the acquisition, construction and equipping of a qualified residential rental housing project located at approximately 7900 Knights Drive, El Paso, Texas 79915, El Paso County, Texas (the "Project") and to fund cost of issuance of the Bonds.
2. The toll-free telephone line was opened at 9:55 a.m. and the hearing was conducted by me commencing at 10:03 a.m. on January 12, 2023 by toll-free telephone. The public hearing concluded at 10:05 a.m.
3. At the time for the commencement of the hearing, I publicly requested comments, either orally or in writing, on the Project to be financed with proceeds of the Bonds and on the issuance of such Bonds.
4. Any comments received at the hearing are detailed in Exhibit A.
5. I imposed no time limitations on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this January 12, 2023.

EL PASO HOUSING FINANCE CORPORATION

  
\_\_\_\_\_  
Elizabeth Moya, Hearing Officer

Exhibit A

There were no comments delivered at the hearing either orally or in writing.

Brooke Kim representing Vitus Development IV, LLC was on the toll-free line attending the public hearing.

Norman Gordon representing the El Paso Housing Finance Corporation was on the toll-free line attending the public hearing.

Rebecca Price, representing Norton Rose Fulbright was on the toll-free line attending the public hearing



# El Paso City Council January 31, 2023

Agenda item 14. El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Columbia Apartments) Series 2023.

Presented by: Vitus Development IV, LLC - Developer

# Columbia Apartments

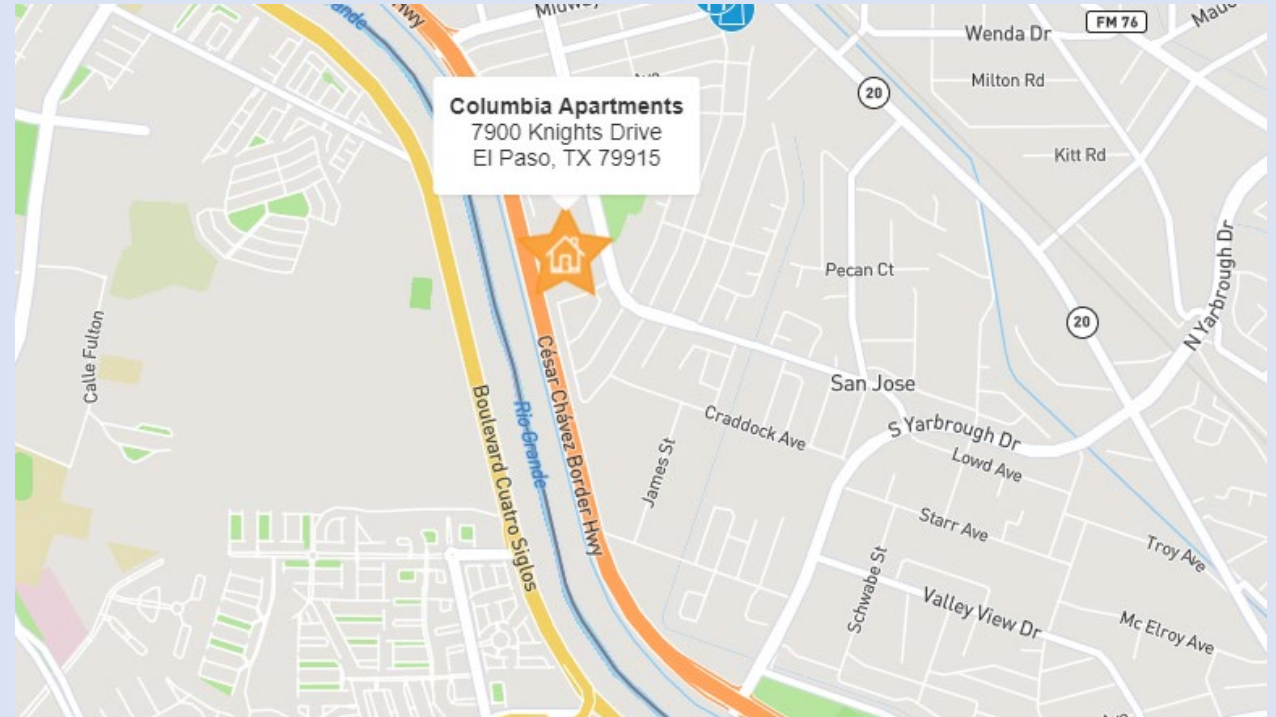
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7900 Knights Drive  
El Paso, TX 79915



# Columbia Apartments Overview

- 200-unit family apartment community
- Comprised of 11 total buildings - 10 apartments buildings 2 stories high, 1 single level leasing office. 11.86 acres.
- Originally built in 1970
- Unit mix: 1,2,3 & 4 bedroom units
- 100% of units covered by a Section 8 HAP contract
- Property amenities include: onsite leasing office, business center, clubhouse, laundry facilities and a patio area. Playground and on-site parking.





# Development Team - Vitus

- Vitus has acquired and developed 25+ affordable housing projects across the US within the last 3 years.
- Founded in 1993, have provided homes to over 25,000 residents in 28 states.
- Dedicated to revitalizing and preserving affordable housing communities.
- Vitus core philosophy is doing well by doing good. Here we strive to bring affordable housing to all.
- Vitus has rehabilitated 5 properties throughout the state of Texas.

# Our Partners



- General Contractor: Wilshire Pacific Builders LLC
  - Wilshire has competed Tax Credit Rehabilitation projects across 17 different states.
  - 7 Tax Credit Rehabilitations across the state of Texas
  - 6000+ total renovated units.
- Architect: True Craft Architecture
  - True Craft has competed Tax Credit Rehabilitation projects across 17 different states.
  - 3 Tax Credit Rehabilitations across the state of Texas
  - 1200+ total renovated units.
- Lender & Investor: Regions Bank



# Development Budget & Scope

- Rehabilitation budget is ~\$78k/unit
- Will include:
  - Repairs to site to create new accessible paths, exterior painting, replacement of all windows with LOW-E double pane insulated glass windows
  - Full upgrades to kitchens & bathrooms
  - New energy star appliance package, new split systems, hardwired fire/smoke detectors, replacement of flooring and new interior doors
  - Updates to current security camera system and additional exterior lighting
- Building 6 will be demolished and rebuilt.
- Install new concrete foundation, rebar, and footings. Install new concrete slab with welded wire mesh.
- Sidewalks to slope away from exterior walls to promote positive drainage as well as meet the minimum slope requirements for accessibility.
- Upgraded playground structure and shaded canopy seating area, horseshoe pit, refurbished basketball court and refurbished BBQ & picnic area.

# Planned Unit Interior Finishes





# Columbia Exterior & Community Space Scope

- Upgraded Leasing Office
- Upgraded Outdoor Gazebo are with built in bench
- Window Replacement
- Outdoor & Indoor Painting
- Upgraded community garden
- Energy Efficient Light Package Throughout the Complex
- Upgraded Onsite Laundry Room
- Upgrades to Community space and Computer Room upgrades.

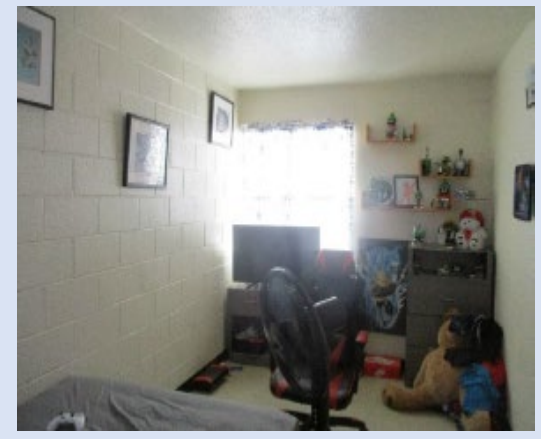
Current Basketball Court

Future Basketball Court





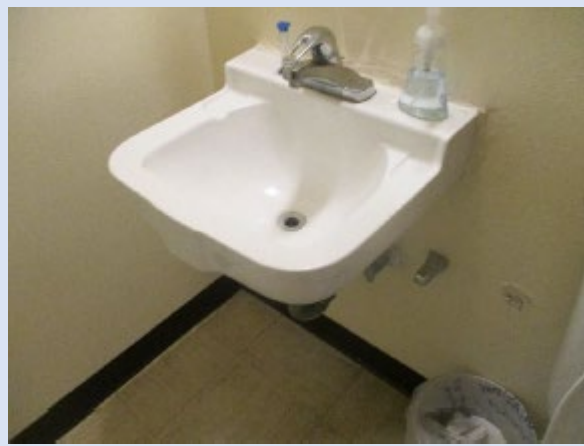
Typical kitchen



Typical Bedroom



Typical Bathroom



Typical Living Room





Typical Exterior



Typical Exterior



Typical Mail Kiosk



Typical Landscaping



Exterior Stairway





## Renovation Example: Oso Bay Apartments

Corpus Christie, Texas – Family Complex

### Similar Scope of Work:

- Full upgrades to kitchens and bathrooms
- Energy efficient appliance package
- Upgrades to lighting and current ADA compliance
- New bedroom door and closet doors
- Energy efficient appliances

# Questions?

Thank you for your time.



Legislation Text

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**File #: 23-149, Version: 1**

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**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, Randy Garcia, (915) 212-7005

**AGENDA LANGUAGE:**

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

A Resolution authorizing the Mayor to sign, on behalf of the City of El Paso, an Agreement between the City of El Paso ("City") and The University of Texas at El Paso ("UTEP"), regarding UTEP's assistance with the City's Intersection Safety Improvement Program.

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

**AGENDA DATE:** January 31, 2023  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Randy Garcia, Assistant Director, Streets and Maintenance (915) 212-7005

**DISTRICT(S) AFFECTED:** Citywide

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

**SUBGOAL:** 7.3 – Enhance a regional comprehensive transportation system  
All

**SUBJECT:**

A resolution authorizing the Mayor to sign, on behalf of the City of El Paso, an Agreement between the City of El Paso ("City") and The University of Texas at El Paso ("UTEP"), regarding UTEP's assistance with the City's Intersection Safety Improvement Program.

**BACKGROUND / DISCUSSION:**

The Intersection Safety Improvement program (ISIP) agreement with UTEP.

The implementation of the ISIP has been a collaborative effort between the City of El Paso and the University of Texas at El Paso (UTEP) aimed towards improving safety at street intersections by analyzing data for fatal and serious injury crashes.

**PRIOR COUNCIL ACTION:**

- ❖ Funding approved with FY23 Budget
- ❖ October 12, 2021 – City Council approved Resolution
- ❖ March 15, 2022 – City Council approved Interlocal Agreement extension

**AMOUNT AND SOURCE OF FUNDING:**

\$105,344 – General Fund - 1000-532-32020-53203 Public Access Maintenance (Intersection Safety Improvement Program funding)

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Streets and Maintenance

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Richard Bristol, Director Streets and Maintenance

1-19-23

## RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (“City”) and the University of Texas at El Paso (“UTEP”), for the period beginning January 31, 2023 through January 15, 2024 (“Term”) whereby UTEP will provide traffic collision data analysis and mitigation measurements for use in the Intersection Safety Improvement Program being developed by the City’s Streets and Maintenance Department; for which the City will pay UTEP 4 payments of \$21,068.00 every two months and final payment of \$21,071.98 upon delivery of final report, for a maximum compensation not to exceed \$105,343.98 over the term.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

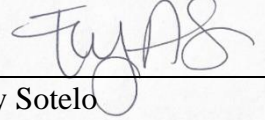
### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Evy Sotelo  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Richard Bristol, Director  
Streets and Maintenance Department



STATE OF TEXAS                    )  
  )                    **INTERLOCAL AGREEMENT**  
  
COUNTY OF EL PASO            )

This Interlocal Agreement (Agreement) is made between the **CITY OF EL PASO**, a Texas municipal corporation organized and existing under the laws of Texas ("City"), and **THE UNIVERSITY OF TEXAS AT EL PASO** ("UTEP") (collectively, the "Parties").

**WHEREAS**, the Texas Interlocal Cooperation Act, Texas Government Code, §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other for the provision of governmental functions and services or to study the feasibility of the performance of a governmental functions or service by an interlocal contract; and

**WHEREAS**, the City has set a goal of achieving zero traffic fatalities in the City and has embarked on a plan to improve traffic safety, including the creation of an Intersection Safety Improvement Program ("ISIP"); and

**WHEREAS**, the objective of ISIP is to improve safety at street intersections in the City by analyzing data for fatal and serious injury crashes and prioritizing the vulnerable users; and

**WHEREAS**, UTEP has staff qualified to analyze relevant traffic-related data and provide recommendations for improving safety at street intersections; and

**WHEREAS**, the City wishes to contract with UTEP to perform services to assist with the ISIP.

**NOW THEREFORE**, in consideration of the terms and conditions herein, the Parties agree as follows:

## SECTION 1. SERVICES.

UTEP shall provide services to the City in accordance with the provisions detailed in Attachment "A" ("Services") and within the timeline detailed in Attachment "A" ("Project Timeline").

## SECTION 2. COMPENSATION.

A. **PAYMENT.** The City shall pay UTEP four payments of \$21,068.00 every two months and final payment of \$21,071.98 after delivery of the final report, for the services described in Attachment "A".

B. NOT TO EXCEED AMOUNT. The amount paid by City to UTEP during the Term of this Agreement shall not exceed \$105,343.99.

C. **INVOICING.** The City shall make the payments upon receipt of UTEP's invoice for services performed during the prior two months. UTEP shall send its first invoice to the City in March

2023, for all services performed through March 30, 2023 as required in Attachment A. All contract payments shall be made in accordance with the City's Account Payable Policy unless otherwise stated in this contract. The City of El Paso will make no advance payments for the goods and/or services that are subject of this contract, unless otherwise noted in the Form of Contract. Invoices may be submitted on no more than a monthly basis. Invoices submitted for services rendered shall be forwarded to:

City of El Paso  
Streets and Maintenance  
7968 San Paulo  
El Paso, TX 79907

or

[SAM-Accounting@elpasotexas.gov](mailto:SAM-Accounting@elpasotexas.gov)

**NOTE:** All vendors must accept an ACH payment effective immediately. Vendors must fill-out the Accounts Payable Direct Deposit Sign-Up Form to facilitate the Automated Clearing House (ACH) payment process.

- D. PAYMENT FROM CURRENT REVENUE. Pursuant to Section 791.011 (d) (3), Texas Government Code, any financial obligations by either party hereunder shall be paid solely from current revenues available to that respective party.

### **SECTION 3. TERM.**

This Agreement shall commence on January 31, 2023 ("Effective Date") and terminate on January 15, 2024 ("Term")

### **SECTION 4. NO INDEMNIFICATION.**

- A. NO INDEMNIFICATION. Neither party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.
- B. EACH PARTY RESPONSIBLE FOR OWN CLAIMS. Each party must handle any claims resulting from their action pursuant to this Agreement.
- C. EACH PARTY RESPONSIBLE FOR OWN ACTIONS. Each party will be responsible for the acts or omissions of its respective representatives.

**SECTION 5. INSURANCE.**

The Parties acknowledge that UTEP is self-insured.

**SECTION 6. TERMINATION.**

This Agreement may be terminated as provided in this Section.

A. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least thirty (30) calendar days before termination. Any party providing work under this Agreement will halt all work when the termination notice is sent by the terminating party or when received by the non-terminating party.

B. TERMINATION FOR CAUSE. Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party shall provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least fifteen (15) calendar days to the non-terminating party to cure such failure.

**SECTION 7. NOTICE.**

Notices required herein shall be mailed, postage prepaid, to the following:

CITY:	City of El Paso Attn: Richard Bristol, Director Streets and Maintenance Department 7968 San Paulo Drive El Paso, Texas 79907
COPY TO:	City of El Paso Attn: Jiann-Shing Yang, City Traffic Engineer Streets and Maintenance Department 7968 San Paulo Drive El Paso, Texas 79907
UTEP:	The University of Texas at El Paso Attn: Dr. Kelvin Cheu, Professor Department of Civil Engineering 500 W University Ave El Paso, TX 79968-8900 915-747-5717 <a href="mailto:rcheu@utep.edu">rcheu@utep.edu</a>

COPY TO:

The University of Texas at El Paso  
Office of Research and Sponsored Projects  
Attn: Mr. Cory J Brown, Senior Research  
Administrator  
500 W University Ave  
El Paso, TX 79968-8900  
915-747-5732  
[cjbrown5@utep.edu](mailto:cjbrown5@utep.edu)  
[ORSPRA@utep.edu](mailto:ORSPRA@utep.edu)

**SECTION 8. GENERAL PROVISIONS.**

- A. INDEPENDENT CONTRACTOR. This Agreement does not create an employee-employer relationship between the Parties. As such, the City is not subject to the liabilities or obligations UTEP obtains under the performance of this Agreement.
- B. GOVERNING LAW AND VENUE. This Agreement is entered into in the City and County of El Paso, Texas, and shall be governed by the laws of Texas. Venue shall be in El Paso County, Texas.
- C. GOVERNMENTAL FUNCTION. The Parties agree that, in all things relating to this Agreement, the Parties are performing governmental functions, as defined by the Texas Tort Claims Act. The Parties further agree that every act or omission of the City or of UTEP that, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.
- D. COMPLIANCE WITH LAWS. The Parties will comply with all applicable laws, regulations, and requirements relating to the obligations under this Agreement. Further, the Parties will make available such information and records as may be reasonably requested in writing by the other party to facilitate compliance with law, except for records that are confidential and privileged by law.
- E. NO ASSIGNMENT. This Agreement may not be assigned or transferred in any way.
- F. SEVERABILITY. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section, provided that any invalid portions are not material to the overall purpose and operation of this Agreement. The remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- G. NO WAIVER. Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights and the rights granted hereunder are in addition to those available under law and equity.
- H. CAPTIONS. The captions of the various sections of this Agreement are for reference only and shall not alter the terms and conditions of this Agreement.

- I. TIME IS OF THE ESSENCE. Times and dates specified herein are material to this Agreement.
- J. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any circumstances beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- K. ENTIRE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the Parties and shall not be amended or modified except by written instrument signed by both Parties.
- L. AUTHORITY TO CONTRACT. The person signing this document on behalf of UTEP warrants that he or she has been duly authorized to sign this Agreement on behalf of UTEP and to bind the organization, its officers, agents and employees.
- M. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.
- N. SURVIVAL. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

*(Signatures follow on next page)*





**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser  
Mayor

**ATTEST:**

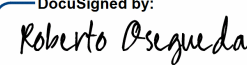
\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Evy Sotelo  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Richard Bristol, Director  
Streets and Maintenance Department

DocuSigned by:  
  
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\_\_\_\_\_  
Dr. Roberto A Osegueda  
Vice President for Research  
University of Texas at El Paso

1/19/2023

## Intersection Safety Improvement Project (ISIP) Phase 2

Date: November 29, 2022

This proposal is for Phase 2 of the recently completed project. In Phase 1, the UTEP team led by Dr. Kelvin Cheu analyzed the records of traffic crashes that occurred in the City of El Paso from January 1, 2016 to October 18, 2021. Using these data, the team identified the top 50 intersections within the City of El Paso that had the highest risks of collision. For the top 10 intersections, they had proposed safety improvement plans, conceptual renderings, cost estimates and benefit-cost analyses.

### **In Phase 2, UTEP shall provide the following services to the City:**

1. Expand the crash records to cover the period from 1 January 2016 to 31 December 2021 and identify the top 100 high-risk intersections based on the expanded data set.
2. Select from among the list of top 100 intersections, 30 intersections maintained by the City of El Paso that have the highest risk of collision.
3. Acquire, from TxDOT's Crash Report Information Systems (CRIS), the relevant reports of the crashes that occurred from January 1, 2016 to December 31, 2021, at the 30 intersections identified in Task 2. Construct intersection collision diagrams for each intersection.
4. Perform field observations to identify operational issues at the 30 intersections.
5. Collect and analyze intersection drawings, signal timing sheets, past improvement plans and relevant information at these 30 intersections provided by the City.
6. Propose short-term, middle-term and long-term intersection safety countermeasures for each intersection, accompanying by conceptual rendering.
7. Perform cost estimates of each intersection's short-term, middle-term and long-term intersection safety countermeasures and benefit-cost analyses.
8. Produce and deliver a written Final Report to the City. The Final Report shall include:
  - a. The list of 100 intersections identified in Task 1.
  - b. The list of 30 high-risk intersections selected in Task 2.
  - c. For each of the 30 intersections:
    - i. Collision analysis by collision type, severity, and likely contributing factors.
    - ii. Proposed short-term, medium-term and long-term improvement plans, the conceptual rendering, cost estimates and benefit-cost analysis

### **Project timeline:**

This project will start as soon as both the City of El Paso and UTEP have fully executed the Agreement. This project is expected to last 11.5 (eleven and a half) calendar months, from January 16, 2023 to December 31, 2023, with the respective tasks being executed over the 11.5 months as follows:

Task no.	Task description	Month in 2023											
		Jan#	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
				Intersections 1-10	Intersections 11-20	Intersections 21-30							
1	Expand the crash data set and list of top 100 high-risk intersections.	X	X										
2	Select the top 30 high-risk intersections maintained by the City.		X										
3	Acquire CRIS data and perform intersection collision diagram analysis			X			X			X			
4	Conduct field observations				X			X			X		
5	Collect and analyze intersection drawings, signal timing sheets, past improvement plans and relevant information				X			X			X		
6	Propose short-term, middle-term and long-term intersection safety countermeasures, conceptual rendering					X			X			X	
7	Perform cost estimations and benefit-cost analyses					X			X			X	
8	Produce final report		X	X	X	X	X	X	X	X	X	X	X

# Project will start on Jan 16, 2023.

The 30 intersections selected in Task 2 will be divided into 3 groups of 10 (intersections 1 to 10, 11 to 20, and 21 to 30). The UTEP team will perform Tasks 3 to 7 for intersections 1 to 10, before moving on the intersections 11 to 20, and then intersections 21 to 30.

### **Budget and Budget Justification**

The requested budget for this 11.5-month (49.83 weeks) project is **\$105,343.98**. The budget calculation is attached on the following page. The budget justifications are described below:

#### **Salary for Researchers:**

Dr. Kelvin Cheu will lead students in the UTEP research team. He will supervise the research assistants in data analysis, field works, attend project meetings, edit the report, etc. He will spend a total of 174 hours for this project. He will charge 100% effort of one summer month of salary of **\$12,999.00** to this project<sup>1</sup>.

Three (3) students will be necessary to complete the tasks:

One master student will lead two undergraduate students. The master student will receive the standard research assistant appointment for all master students at \$3,111.00/month. The student will be appointed at 50%-time (the maximum percent permitted by UTEP) for 11.5 months. The total budget allocated to the salary for hiring this master student is **\$17,889.00**<sup>2</sup>.

Each of the two undergraduate students will be paid 19 hours per week (the maximum hours permitted by UTEP) for 49 weeks, at the rate of \$15/hour. The total budget for the two undergraduate students is **\$27,930.00**<sup>3</sup>.

#### **Salary for Support Staff:**

Tania Licon in the Center for Transportation Infrastructure Systems at UTEP who is trained as a specialist to manage interlocal contracts will devote 5% of her time for 11.5 months for this project. She will handle student appointments, payroll, invoice, and other internal administrative works related to this project. Her salary is \$4,767.00/month. She will charge 5% of her 11.5 months of salary, equivalent to **\$2,741.00** to the project budget<sup>4</sup>.

Total faculty, student and staff salary = **\$61,559.00**

#### **Fringe benefits:**

Fringe benefits are calculated at UTEP's current standard rates. The standard rates are based on percent of monthly salary instead of hours/week.

For a full-time faculty member, the rate is \$898.48/month + 16.72% of monthly salary.

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<sup>1</sup> UTEP's faculty salary for research project is calculated based on percent effort × no. of months × monthly salary.

<sup>2</sup> UTEP's master student salary is calculated based on percent effort × no. of months × monthly salary.

<sup>3</sup> UTEP's undergraduate students are not salary employee. They are paid by the hours. Their budget is calculated by no. of hours/week × no. of weeks × hourly rate.

<sup>4</sup> UTEP's staff salary for research project is calculated based on percent effort × no. of months × monthly salary.



For Dr. Cheu's salary of \$12,999.00/month, the fringe benefit amount will be **\$3,072.00**.

For a master student, the rate is \$254.52/month + 0.18% of monthly salary. The graduate student salary is \$3111.00/month appointed at 50%-time. This results in fringe of **\$2,958.00** for 11.5 months.

For an undergraduate student, the rate is 0.18% of the allocated budget. Since the budget for undergraduate students is \$27,930.00, the corresponding amount for fringe is **\$50.00**.

For a full-time staff member, the rate of fringe benefit is \$898.48/month + 17.22% of monthly salary. For Tanis Licon, her monthly salary is \$4,767.00/month. With her spending 5% time per month on this project for 11.5 months, the calculated fringe is **\$989.00**.

Total fringe benefits = **\$7,069.00**

Direct cost:

Total salary and fringe benefits = **\$68,628.00**

Indirect cost:

53.5% is added to the direct cost for the use of university facilities. This is the UTEP standard rate for government contracts. The 53.5% is to cover building depreciation, equipment depreciation, interest, operation and maintenance, library, administrative

Indirect cost = **\$36,715.98**

Total project cost

Direct cost + indirect cost = **\$105,343.98**

The table below shows how the hourly rates are calculated:

		Salary	Fringe	Total	Indirect	Total	Hours	Hourly Rate
Dr. Cheu	1.0 summer months at 100%	\$12,999.00	\$3,072.00	\$ 16,071.00	\$ 8,597.99	\$ 24,668.99	174	\$ 141.78
MS Student	11.5 months at 50% effort	\$17,889.00	\$2,958.00	\$ 20,847.00	\$ 11,153.15	\$ 32,000.15	1000	\$ 32.00
Undergraduate Students (2)	49 weeks, 19 hours per week, \$15/hour	\$27,930.00	\$ 50.00	\$ 27,980.00	\$ 14,969.30	\$ 42,949.30	1862	\$ 23.07
Tania Licon	11.5 months at 5% effort	\$ 2,741.00	\$ 989.00	\$ 3,730.00	\$ 1,995.55	\$ 5,725.55	100	\$ 57.26
<b>Total</b>		\$61,559.00	\$7,069.00	\$ 68,628.00	\$ 36,715.98	\$105,343.98		

## Invoice and Payment

UTEP will invoice the City of El Paso and the City of El Paso will pay UTEP in five equal payments as follows:

- 20% at the end of month 2 (\$21,068.00 on March 15, 2023)
- 20% at the end of month 4 (\$21,068.00 on May 15, 2023)

- 20% at the end of month 6 (\$21,068.00 on July 15, 2023)
- 20% at the end of month 8 (\$21,068.00 on September 15, 2023)
- 20% after the delivery of the final report (\$21,071.98 on 31 December, 2023)



# Intersection Safety Improvement Program (ISIP) - Phase 2



City of El Paso &  
University of Texas at El Paso



January 31, 2023



# Program Initiatives

- Strategic Goal 7. Enhance and Sustain El Paso's Infrastructure Network
  - Aligns with all other Strategic Goals
- Complete Streets Policy
- Vision Zero Program



# 2021 ISIP - Phase 1

- City Council Approved ISIP - Phase 1 in October 2021

## Accomplishments

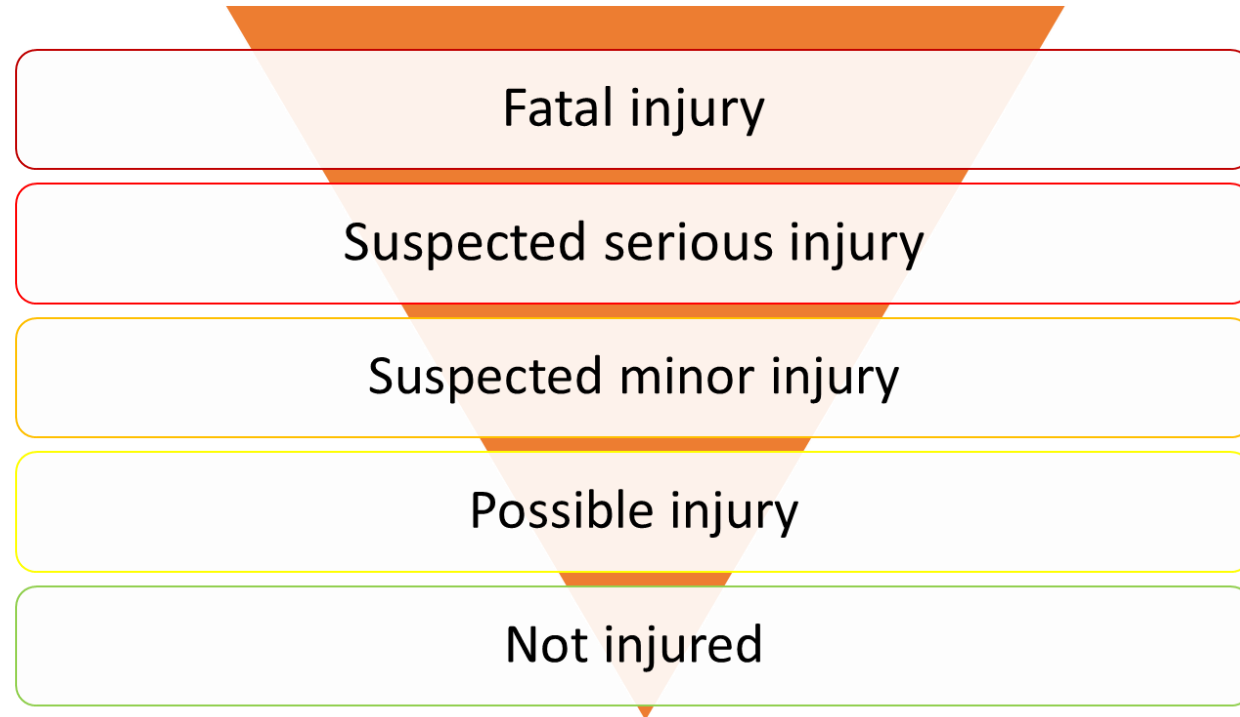
- Analyzed over 95,000 crash records from January 2016 through October 2021
- Identified and Ranked Top 50 High Risk Intersections
  - Based on TxDOT collision evaluation Process High Safety Improvement Program
- Identified Countermeasures for Top 10 High Risk Intersections





# TxDOT Collision Evaluation Process

- Based on TxDOT Highway Safety Improvement Program (HSIP) Guidelines
- Total cost of all crashes based on severity of crash from property damage to fatality



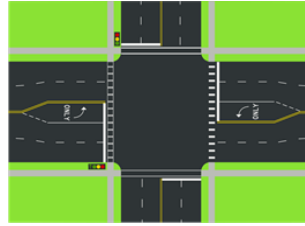
# Countermeasures Examples

## TIER 1

Install Signs



Refresh Markings



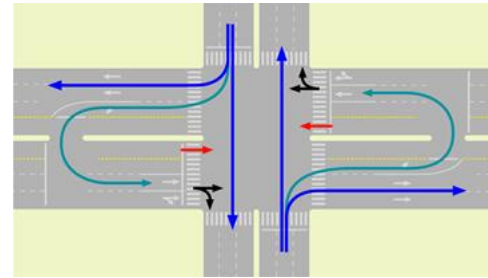
Install Backplates



## TIER 2



Flashing Warning Signs



Restrict Movements

## TIER 3



Complete Street & Curb Extensions



# ISIP - Phase 1 Results

## Top 10 High Risk Intersections

Location	Status	TIER 1	TIER 2	TIER 3*
Montwood Dr. and Yarbrough Dr.	Designed	Markings/ RPM's/ Backplates/ VO	Signs/ Bike Lane	Driveway Closure
Redd Rd. and Resler Dr.	Designed	Markings/RPM's/ Backplates	Streetlights/ Signal Reconfiguration	Raised Channelization/ Extend Median
George Dieter Dr. and Pellicano Dr.	Designed	Markings/ Backplates	Signs/ Bike Lane	N/A
Campbell St. and Montana Ave.	Designed	Markings/ Backplates/ lane control/ VO	New Mast Arm/ Signal Reconfiguration/ Signs/Change Lane Width/ Lighting	Curb Extensions/ New Ramps
Lee Trevino Dr and Vista Del Sol	Pending Design	Markings	Signs/ New Mast Arm/ Signal Reconfiguration	N/A
Hawkins Blvd and Viscount Blvd	Designed	Markings/ RPM's/ Lane Control	Signal Reconfiguration/ Signs	N/A
Mesa Hills Dr and Sunland Park Dr	Pending Design	Markings/ Lane control	New Mast Arm/ Signal Heads/ Signs	N/A
Esther Lama Dr and George Dieter Dr	Pending Design	Markings/ lane control/ VO	New Mast Arm/ Signal Heads/ Signs	N/A
Artcraft Rd and Upper Valley Rd	Pending Design	Markings	Signal Reconfiguration/ Signs/ Extend Island marking	Median reduction/ Relocate signal head in median
Airway Blvd and Edgemere Blvd	Pending Design	Markings/ Lane Control	New Mast Arm/ Signal Heads/ Signs	Two Lane Roundabout

\*Tier 3 Improvements funding is not identified



## ISIP - Phase 2



Entities:	City of El Paso & University of Texas at El Paso
Scope & Purpose:	Citywide; Produce and deliver a written <b>Project Report</b> ranking the next 50 intersections to total <b>top 100 intersections</b> and identifying the top <b>30 intersections</b> needing improvements. <ul style="list-style-type: none"><li>❖ Countermeasures</li><li>❖ Conceptual renderings</li><li>❖ Preliminary cost estimate</li></ul>
*Project Duration:	11.5 months
Cost:	\$105,344
Start of Agreement:	January 31, 2023
*End:	January 15, 2024

# ISIP - Phase 2 Project Timeline

Task	Description
1	Expand the crash data set and <b>list of top 100 high-risk intersections</b>
2	<b>Select the top 30 high-risk intersections</b> maintained by the City
3	Acquire CRIS data and <b>perform intersection collision diagram analysis</b>
4	<b>Conduct field observations</b>
5	<b>Collect and analyze intersection</b> drawings, signal timing sheets, past improvement plans and <b>relevant information</b>
6	Propose short-term, middle-term and long-term <b>intersection safety countermeasures, conceptual rendering</b>
7	Perform <b>cost estimations and benefit-cost analyses</b>
8	<b>Produce final report</b>

Task	2023											2024
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
			Intersections 1-10			Intersections 11-20			Intersections 21-30			
1	X	X										
2		X										
3			X			X			X			
4				X			X			X		
5				X			X			X		
6					X			X			X	
7					X			X			X	
8		X	X	X	X	X	X	X	X	X	X	X



## Requested Council Action

Approve a resolution authorizing the Mayor to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City and UTEP for the implementation of **Phase II** of the Intersection Safety Improvement Program developed by the City's Streets and Maintenance Department.





## Mission

Deliver exceptional services to support a high quality of life and place for our community



## Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



## Values

Integrity, Respect, Excellence, Accountability, People



## Misión

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



## Visión

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



## Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 23-187, Version: 2**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

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

**AGENDA LANGUAGE:**

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

Mark-Thomas Bray to the Ethics Review Commission by Representative Joe Molinar, District 4.



# Board Appointment Form

City Clerk

**Submitted On:**

Jan 25, 2023, 09:59AM MST

<b>Appointing Office</b>	Representative District 4
<b>Type of Agenda</b>	Consent
<b>Date of Council Meeting</b>	Tuesday, January 31, 2023
<b>Agenda Posting Language</b>	Re appointment of Mark Thomas Bray to the Ethics Review Commission by City Representative Joe Molinar, District 4.
<b>Name of Board/Committee/Commission</b>	Ethics Review Commission
<b>Appointment Type</b>	Regular
<b>List the nominee's qualifications to serve on this Board</b>	Resident of the City of El Paso.
<b>Nominated By</b>	Representative Joe Molinar
<b>Nominee Name</b>	Mark Thomas Bray
<b>Nominee Email Address</b>	
<b>Nominee Residential Address</b>	
<b>City / State / Zip Code</b>	
<b>Nominee Primary Phone Number</b>	
<b>Which District does the nominee reside in?</b>	District 2
<b>Does the proposed appointee have a relative working for the city?</b>	NO
<b>Has appointee been a member of other city boards / commissions / committees?</b>	NO
<b>List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')</b>	
<b>Who was the last person to have held the position before it became vacant?</b>	Mark Thomas Bray
<b>Incumbent Expiration Date</b>	February 20, 2023
<b>Reason person is no longer in office</b>	Term Expired



<b>Date of Appointment</b>	January 31, 2023
<b>Term begins on</b>	February 21, 2023
<b>Expiration Date of New Appointee</b>	February 20, 2025
<b>Term</b>	2nd Term
<b>Upload File(s)</b>	Bray Mark Thomas Resume.docx

# MARK-THOMAS BRAY

## PROFILE:

United States Army veteran, seasoned management and system-of-systems engineering professional with experience managing multiple, simultaneous projects focusing on experimentation, evaluation and test engineering under contracts with the Department of Defense. Proven leader demonstrated both by successful command in the Army and as positively rated Task Lead and Project Lead for numerous Department of Defense Task Orders. Primary focus has continually been on development of strong, cooperative, and positive relationships with superiors, peers and subordinates. History of mentoring and motivating others while balancing accomplishment of the technical tasks with administrative responsibilities. Adept at planning, preparation, execution and documentation of missions and functions. Over twenty years of analytical experience implementing operations research and systems analysis tools and techniques.

Active in community and supportive of civic engagement. Earned Eagle Scout rank from Boy Scouts of America.

## EXPERIENCE:

**Mar 2017 – Present** **SAWTST, LLC** **El Paso, TX**  
**Program Manager – Test and Evaluation Technical Support Services**

- Provide technical guidance and oversight of the contract in such areas as Engineering, Program Management, Operations, Test Support and Financial and Administrative activities
- Develop work plans, support schedules, weekly/monthly status reports, and plan resources to ensure timely, accurate and quality performance standards are achieved within a safe environment
- Conduct interviews, hire/terminate staff members, conduct performance evaluations, and mentor employees to ensure the best support possible is provided to government client
- Review reports and records of activities to ensure progress is being accomplished toward specified program objectives and modify or change methodology as required redirecting activities to attain objectives
- Control expenditures in accordance with budget allocations
- Recognized as SAWTST's 2018 Manager of the Year

**Dec 2014 – Mar 2017** **Kratos Defense and Security Solutions Inc.** **El Paso, TX**  
**Fires Liaison Officer/Force 2025 Analyst/Subject Matter Expert**

- Liaised and coordinated among the U.S. Army Fires Center of Excellence, the Brigade Modernization Command, the Army Test and Evaluation Command, the System of Systems Engineering and Integration Directorate, and other units and agencies on Fort Bliss and White Sands Missile Range
- Provided support to near-term Fires mission command gap mitigation efforts, concentrating on those initiatives and capabilities enabling development, harvesting and dissemination of field artillery and air defense artillery information throughout the U.S. Army down to the tactical edge
- Supported the refinement of Fires concepts, doctrine and development of tactics, techniques and procedures for fighting Army Fires forces
- Advised U.S. Army Fires Center of Excellence on development of 5-Year Plan for field artillery and air defense artillery modernization

**Sep 2013 – Dec 2014** **Independent Consultant** **El Paso, TX**  
**Senior Operations Research Analyst / Business Operations Manager**

- Provided short-term solutions to technical management challenges in order to limit overhead costs
- Supported analytical processes to examine future business process requirements and capabilities while identifying areas of risk (primarily for U.S. Army systems and organizations)

**Feb 1998 – Sep 2013    Research Analysis & Maintenance, Inc. (RAM, Inc.)**

**El Paso, TX**

**Lead Military Analyst / Project Manager**

- Led RAM team in applying system of systems engineering principles and techniques to support various contracts in pursuit of cost-effective, integrated, and synchronized solutions for test, training and analysis challenges
- Provided test engineering, experimentation and demonstration design, analytical, and data management support to military organizations
- Conducted a broad variety of analyses to define and evaluate future Army Air Defense Artillery, Field Artillery and Airspace Management material and non-material requirements, procedures and strategies
- Provided technical analysis and was primary author of the technical annex to the Joint Tactical Air Picture Joint Distributed Engineering Plant technical demonstration report documenting architecture planning and implementation – this resulted in a near-term capability for joint aerial track management integrating sensor networks and tactical data links to produce a common tactical air picture across the Joint Force
- Led group of subject matter experts in devolving air and missile defense mission command issues into quantifiable essential elements of analysis with corresponding measures for a series of experiments – these resulted in recommended improvements for enhanced data exchange rates and Internet Protocol based data exchange for air and missile defense engagement operations
- Oversaw analytical efforts on behalf of the client organization during a series of excursions with Air Force Northern Command, resulting in recommended procedures for integrating Patriot missile systems into the architecture for Homeland Defense

**VOLUNTEER EXPERIENCE:**

Aug 1992 – Present	Volunteer	Humane Society Telethon
Jan 2016 – Dec 2019	Commissioner	City of El Paso Ethics Review Commission
Mar 2018 – Sep 2019	Board Member	Showtime! El Paso
Feb 2017 – Feb 2019	Volunteer	Rio Grande Cancer Foundation
Jan 2012 – Jan 2017	Vice-President	Castner Heights Neighborhood Association
Nov 2009 – Nov 2011	Secretary	Susan G. Komen Race for the Cure

**EDUCATION/TRAINING:**

Bachelors of Science, Computer Science, University of Texas at El Paso, El Paso, Texas, 1983

Graduate, City of El Paso 9<sup>th</sup> Neighborhood Leadership Academy, June 2015

Graduate, City of El Paso 1<sup>st</sup> Advanced Neighborhood Leadership Academy, September 2015

Honor Graduate, Operations Research/Systems Analysis Military Applications Course, Fort Lee, Virginia, 1992

Honor Graduate, Intelligent Technologies for Operations Research Course, Fort Lee, Virginia, 1992

Graduate, U.S. Army Combined Arms and Services Staff School, Fort Leavenworth, Kansas, 1989

Graduate, Ordnance Officer Advanced Course, Redstone Arsenal, Alabama, 1987

Graduate, Ordnance Officer Basic Course, Redstone Arsenal, Alabama, 1983



El Paso, TX

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Legislation Text

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**File #: 23-148, Version: 2**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

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

**AGENDA LANGUAGE:**

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

Gabriel Ayub to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Henry Rivera, District 7.



# Board Appointment Form

City Clerk

**Submitted On:**

Jan 23, 2023, 05:02PM MST

**Submitted By:** Israel Williams

<b>Appointing Office</b>	Representative District 7
<b>Type of Agenda</b>	Consent
<b>Date of Council Meeting</b>	Tuesday, January 31, 2023
<b>Agenda Posting Language</b>	Appointment of Gabriel Ayub to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Henry Rivera, District7.
<b>Name of Board/Committee/Commission</b>	Greater El Paso Civic, Convention and Tourism Advisory Board
<b>Appointment Type</b>	Regular
<b>List the nominee's qualifications to serve on this Board</b>	Resides in El Paso. Working in El Paso Hilton Inn & Suites 20 years(managerial level), hotel public service experience.
<b>Nominated By</b>	Representative Henry Rivera
<b>Nominee Name</b>	Gabriel Ayub
<b>Nominee Email Address</b>	
<b>Nominee Residential Address</b>	
<b>City / State / Zip Code</b>	
<b>Nominee Primary Phone Number</b>	
<b>Which District does the nominee reside in?</b>	
<b>Does the proposed appointee have a relative working for the city?</b>	NO
<b>Has appointee been a member of other city boards / commissions / committees?</b>	NO
<b>List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')</b>	
<b>Who was the last person to have held the position before it became vacant?</b>	Daniel Padilla
<b>Incumbent Expiration Date</b>	August 27, 2022
<b>Reason person is no longer in office</b>	Term Expired



<b>Date of Appointment</b>	January 31, 2023
<b>Term begins on</b>	August 28, 2022
<b>Expiration Date of New Appointee</b>	August 27, 2024
<b>Term</b>	1st Term
<b>Upload File(s)</b>	Gabriel Ayub Resume 2022.docx

# GABRIEL ANTONIO AYUB



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## General Manager

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Extensively experienced and goal-oriented General Manager with a demonstrated record of accomplishment in providing desired results for guest satisfaction, profit, brand inspections and ownership satisfaction. Proven expertise in opening, converting & renovating hotel properties. Talented leader that supports achievement of corporate goals and objectives by team development.

*Core competencies include:*

- |                                |                         |                         |
|--------------------------------|-------------------------|-------------------------|
| • Financial Analysis           | • Problem Resolution    | • Revenue Management    |
| • Career Development/Mentoring | • Budgeting/Forecasting | • Sales Deployment      |
|                                | •                       | • Customer Satisfaction |
- 

## CAREER EXPERIENCE

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Hampton Inn & Suites El Paso Airport / 2000 – Present

### General Manager

Develop managers to prepare them for career growth and excel at providing exceptional customer service while achieving financial goals. Ensure properties comply with brand standards, pass all brand inspections and deliver exceptional customer service. Coordinated and supervised four different renovations to ensure high quality product outcome. Experience with multiple brands including; Hilton, Marriott, Hyatt & IHG. Monitor and ensure that sales and profit goals are maintained at each property.

### *Key Achievements*

- El Paso Hotel & Lodging Association President – 2018-2019
- El Paso Hotel & Lodging Association Vice President – 2016-2017
- 2012 Operations Special Achievement award / Interstate Hotels Crossroads Division.
- 2014 Perfect Balance award / Interstate Hotels Crossroads Division.
- Member of Interstate's General Manager and Rooms Division Council 2014-2017
- Honored as General Manager of the year 2012 by the El Paso Hotel & Lodging Association for the City of El Paso.
- Honored for outstanding and dedicated service as treasure for the El Paso Hotel & Lodging Association 2012-2013.
- Spirit of Pride award winner for excellence in customer service skills from Hilton Hotels Corporation 2004.
- Texas Hotel & Lodging Association Board Member (THLA). Serving on local association and membership committees since 2015 – present.
- Texas Travel Alliance (TTIA) Board Member. Board member for the El Paso hotel industry representative 2020-2023.
- Advocating in the city and county for the El Paso Hotel & Lodging Association hotel industry political committee.
- General Manager Advisory board member /for Crestline Hotels & Resorts 2019-2021.
- General Manager Advisory board chair for Crestline Hotels & Resorts 2021-2022

*Continued...*

### **CAREER EXPERIENCE CONTINUED**

- El Paso Mayoral task force COVID-19 committee member for the city of El Paso 2020.
- President-El Paso Five Points Lion Club
- FBI Citizens Academy member 2020-present
- Mentor and develop mid-level managers into general managers.

#### **Quality Inn & Suites**

##### **Assistant General Manager / Sales**

Responsible for all aspects of day to day operations as well as keeping the staff engaged and motivated. Exceeded budgeted revenue while under renovations and maintained Guest Satisfaction Scores.

- Recruited and developed staff for all departments.
- Accounts payable/receivable, payroll
- Budgeting , revenue management, owner relations
- Exceeded budgeted house profit percentage every year while maintaining high guest satisfaction scores.

### **EDUCATION**

**American Hotel & Lodging Association (AHLA)  
Certified Hotel Administrator (CHA) – 2015**

**El Paso Community College  
Hospitality Sales & Marketing – 1999**

**Texas Hotel & Lodging Association (THLA) Short Course - 2000  
University of Houston Conrad N. Hilton College**

### **COMMUNITY INVOLVEMENT**

**El Paso Hotel & Lodging Association – President 2018-2019**

**El Paso Hotel & Lodging Association Vice President-2016-2017**

**Member – El Paso Five Points Lions Club (25-year member) / President**

**EPISD CIT board member 2020-2021**

**Member – Hispanic Chamber of Commerce**

**Board member- Texas Hotel & Lodging Association (THLA)**

**Board member- Texas Travel Alliance (TTA)**

**Member -Legal Shield Association**

### **References:**

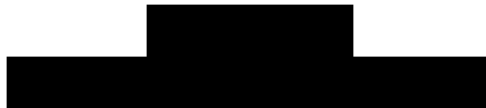
Danny Padilla / General Manager / Past President El Paso Hotel & Lodging  
Association

Hyatt Place El Paso Airport



Barry Shank

Crestline Hotels & Resorts – Vice President of Operations



Mike Fleming / Vice President of Operations

Interstate Hotels & Resorts



Peter Hoffman / Senior Vice President of Operations

Blackstone Hotels & Resorts





El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 23-191, Version: 2**

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**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 Art Fierro, (915) 212-0006

**AGENDA LANGUAGE:**

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

Arnulfo Hernandez to the Ethics Review Commission by Representative Art Fierro, District 6.





# Board Appointment Form

City Clerk

**Submitted On:**

Jan 25, 2023, 11:02AM MST

<b>Appointing Office</b>	Representative District 6
<b>Type of Agenda</b>	Consent
<b>Date of Council Meeting</b>	Tuesday, January 31, 2023
<b>Agenda Posting Language</b>	Appointment of Arnulfo Hernandez to the Ethics Review Commission by Representative Art Fierro, District 6
<b>Name of Board/Committee/Commission</b>	Ethics Review Commission
<b>Appointment Type</b>	Regular
<b>List the nominee's qualifications to serve on this Board</b>	Served as tax counsel for a California Board of Equalization Board member and as Administrative Law Judge for Department of Social Services, State of California Co author of the book The Men of Company E The Toughest Chicano Soldiers in WWI
<b>Nominated By</b>	Representative Art Fierro
<b>Nominee Name</b>	Arnulfo Hernandez
<b>Nominee Email Address</b>	
<b>Nominee Residential Address</b>	
<b>City / State / Zip Code</b>	
<b>Nominee Primary Phone Number</b>	
<b>Which District does the nominee reside in?</b>	District 6
<b>Does the proposed appointee have a relative working for the city?</b>	NO
<b>Has appointee been a member of other city boards / commissions / committees?</b>	NO
<b>List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')</b>	
<b>Who was the last person to have held the position before it became vacant?</b>	Luis Hinojos
<b>Incumbent Expiration Date</b>	February 20, 2021
<b>Reason person is no longer in</b>	

<b>office</b>	Term Expired
<b>Date of Appointment</b>	January 31, 2023
<b>Term begins on</b>	February 21, 2022
<b>Expiration Date of New Appointee</b>	February 20, 2024
<b>Term</b>	Unexpired Term
<b>Upload File(s)</b>	Arnulfo Hernandez Resume.docx

## Arnulfo Hernandez, Jr.

Arnulfo Hernandez, Jr., born January 15, 1948, is the second of twelve children and the oldest of the boys. He grew up in South El Paso in the vicinity of Third and Ochoa, in the heart of “El Segundo Barrio”, and attended Alamo Elementary School and Bowie High School.

Arnulfo graduated in 1966 from Bowie High School and was selected in an All-District basketball in El Paso. Coach Nolan Richardson was instrumental in obtaining a basketball scholarship for him from Eastern Arizona Junior College in Thatcher, Arizona.

After receiving his Associate Degree (AA) from Junior College in 1969, Arnulfo followed his parents to California, from where he volunteered for military service during the Vietnam War and joined the U.S. Navy. He was honorably discharged with a medical discharge after spending six months at the Camp Pendleton Neurological Center with a service-connected head injury.

Returning to civilian life, Arnulfo enrolled at California State University, Los Angeles, obtaining his Bachelors of Arts (BA) with a Major in Psychology in May 1973. He enrolled in the evening program at the McGeorge School of Law of the University of the Pacific in Sacramento California in September 1973. He Graduated in 1977 and received his Juris Doctor Degree (JD)

In his professional life as an attorney, Arnulfo served as a Deputy District Attorney for the County of Yolo, California, and thereafter he spent twenty years with the Department of Veterans Affairs of the State of California, eventually being appointed General Counsel for the Department. He also served as tax counsel for a California Board of Equalization Board member and as an Administrative Law Judge for Department of Social Services, States of California.

Nor retired and living in El Paso since 2017, Arnulfo is the co-author of the book, THE MEN OF COMPANY E-The Toughest Chicano Soldiers in WWII, and is working with the City Of El Paso in a project to name the 375 East Connector in honor of Company E, as the COMPANY E MEMORIAL HIGHWAY, worked with the El Paso Independent School District to name the newest EPISD Middle School , as Gabriel Navarrete Middle School and was appointed to the committee by local sculptor Julio Sanchez De Alba with other veterans to write the inscription on the Monument of the Men of Company E located behind the downtown library next to the yet-to-be-completed Mexican-American Cultural Center.

Arnulfo and his wife Dora Hernandez live/own their home located in El Paso at 11409 James Grant Dr., El Paso, Texas, 79936. They own no other property in El Paso County.

Arnulfo is a member of the California State Bar in good standing.



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 23-192, Version: 1**

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

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

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

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

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

#### **AGENDA LANGUAGE:**

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

Representative Aleksandra Annello to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.



# Board Appointment Form

City Clerk

**Submitted On:**

Jan 25, 2023, 05:55PM MST

<b>Appointing Office</b>	Mayor
<b>Type of Agenda</b>	Consent
<b>Date of Council Meeting</b>	Tuesday, January 31, 2023
<b>Agenda Posting Language</b>	Appointment of Representative Alexsandra Annello to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.
<b>Name of Board/Committee/Commission</b>	Financial Oversight and Audit Committee
<b>Appointment Type</b>	Regular
<b>List the nominee's qualifications to serve on this Board</b>	Current Member of City Council
<b>Nominated By</b>	Mayor Oscar Leeser
<b>Nominee Name</b>	Alexsandra Annello
<b>Nominee Email Address</b>	District2@elpasotexas.gov
<b>Nominee Residential Address</b>	300 North Campbell Street, El Paso, TX, USA
<b>City / State / Zip Code</b>	El Paso, TX 79901
<b>Nominee Primary Phone Number</b>	915-212-0002
<b>Which District does the nominee reside in?</b>	District 2
<b>Does the proposed appointee have a relative working for the city?</b>	NO
<b>Has appointee been a member of other city boards / commissions / committees?</b>	YES
<b>If so, please provide names and dates.</b>	Animal Shelter Advisory Committee (2020 - Present) TIRZ 6, 7, 8, 9, 10, 11, 13, 14 (2017 - Present) Downtown Development Corporation (2017 - Present) Mass Transit Department Board (2017 - Present) Children's Museum Development Corporation (2017 - Present)
<b>List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')</b>	N/A
<b>Who was the last person to have held the position before it became vacant?</b>	Isabel Salcido



<b>Incumbent Expiration Date</b>	January 30, 2023
<b>Reason person is no longer in office</b>	Term Expired
<b>Date of Appointment</b>	January 31, 2023
<b>Term begins on</b>	January 31, 2023
<b>Expiration Date of New Appointee</b>	January 31, 2024
<b>Term</b>	1st Term
<b>Upload File(s)</b>	FOAC Appointments - Mayor 01-25-2023.pdf



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 23-193, Version: 1**

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

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

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

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

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

#### **AGENDA LANGUAGE:**

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

Representative Brian P. Kennedy to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.



# Board Appointment Form

City Clerk

**Submitted On:**

Jan 25, 2023, 06:03PM MST

<b>Appointing Office</b>	Mayor
<b>Type of Agenda</b>	Consent
<b>Date of Council Meeting</b>	Tuesday, January 31, 2023
<b>Agenda Posting Language</b>	Appointment of Representative Brian P. Kennedy to the Financial Oversight and Audit Committee by Mayor Oscar Leeser
<b>Name of Board/Committee/Commission</b>	Financial Oversight and Audit Committee
<b>Appointment Type</b>	Regular
<b>List the nominee's qualifications to serve on this Board</b>	Current Member of City Council
<b>Nominated By</b>	Mayor Oscar Leeser
<b>Nominee Name</b>	Brian P. Kennedy
<b>Nominee Email Address</b>	District1@elpasotexas.gov
<b>Nominee Residential Address</b>	300 North Campbell Street, El Paso, TX, USA
<b>City / State / Zip Code</b>	El Paso, TX 79901
<b>Nominee Primary Phone Number</b>	915-212-1002
<b>Which District does the nominee reside in?</b>	District 1
<b>Does the proposed appointee have a relative working for the city?</b>	NO
<b>Has appointee been a member of other city boards / commissions / committees?</b>	YES
<b>If so, please provide names and dates.</b>	Veterans Affairs Advisory Committee (2016 - 2018)
<b>List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')</b>	N/A
<b>Who was the last person to have held the position before it became vacant?</b>	Cassandra Hernandez
<b>Incumbent Expiration Date</b>	January 30, 2023

<b>Reason person is no longer in office</b>	Term Expired
<b>Date of Appointment</b>	January 31, 2023
<b>Term begins on</b>	January 31, 2023
<b>Expiration Date of New Appointee</b>	January 31, 2024
<b>Term</b>	1st Term
<b>Upload File(s)</b>	FOAC Appointments - Mayor 01-25-2023.pdf



El Paso, TX

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El Paso, TX

## Legislation Text

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**File #: 23-194, Version: 1**

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

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

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

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

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

#### **AGENDA LANGUAGE:**

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

Representative Art Fierro to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.





# Board Appointment Form

City Clerk

**Submitted On:**

Jan 25, 2023, 06:05PM MST

<b>Appointing Office</b>	Mayor
<b>Type of Agenda</b>	Consent
<b>Date of Council Meeting</b>	Tuesday, January 31, 2023
<b>Agenda Posting Language</b>	Appointment of Representative Art Fierro to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.
<b>Name of Board/Committee/Commission</b>	Financial Oversight and Audit Committee
<b>Appointment Type</b>	Regular
<b>List the nominee's qualifications to serve on this Board</b>	Current Member of City Council
<b>Nominated By</b>	Mayor Oscar Leeser
<b>Nominee Name</b>	Art Fierro
<b>Nominee Email Address</b>	District6@elpasotexas.gov
<b>Nominee Residential Address</b>	300 North Campbell Street, El Paso, TX, USA
<b>City / State / Zip Code</b>	El Paso, TX 79901
<b>Nominee Primary Phone Number</b>	915-212-0006
<b>Which District does the nominee reside in?</b>	District 6
<b>Does the proposed appointee have a relative working for the city?</b>	NO
<b>Has appointee been a member of other city boards / commissions / committees?</b>	YES
<b>If so, please provide names and dates.</b>	TIRZ 5 (2016 - 2018)
<b>List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')</b>	N/A
<b>Who was the last person to have held the position before it became vacant?</b>	Cissy Lizarraga
<b>Incumbent Expiration Date</b>	January 02, 2023

<b>Reason person is no longer in office</b>	Term Expired
<b>Date of Appointment</b>	January 31, 2023
<b>Term begins on</b>	January 31, 2023
<b>Expiration Date of New Appointee</b>	January 31, 2024
<b>Term</b>	1st Term
<b>Upload File(s)</b>	FOAC Appointments - Mayor 01-25-2023.pdf



El Paso, TX

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## Legislation Text

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**File #: 23-195, Version: 1**

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

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

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

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

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

#### **AGENDA LANGUAGE:**

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

Representative Joe Molinar to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.



# Board Appointment Form

City Clerk

**Submitted On:**

Jan 25, 2023, 06:00PM MST

<b>Appointing Office</b>	Mayor
<b>Type of Agenda</b>	Consent
<b>Date of Council Meeting</b>	Tuesday, January 31, 2023
<b>Agenda Posting Language</b>	Appointment of Representatives Joe Molinar to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.
<b>Name of Board/Committee/Commission</b>	Financial Oversight and Audit Committee
<b>Appointment Type</b>	Regular
<b>List the nominee's qualifications to serve on this Board</b>	Current Member of City Council
<b>Nominated By</b>	Mayor Oscar Leeser
<b>Nominee Name</b>	Joe Molinar
<b>Nominee Email Address</b>	District4@elpasotexas.gov
<b>Nominee Residential Address</b>	300 North Campbell Street, El Paso, TX, USA
<b>City / State / Zip Code</b>	El Paso, TX 79901
<b>Nominee Primary Phone Number</b>	915-212-0004
<b>Which District does the nominee reside in?</b>	District 4
<b>Does the proposed appointee have a relative working for the city?</b>	NO
<b>Has appointee been a member of other city boards / commissions / committees?</b>	YES
<b>If so, please provide names and dates.</b>	City of El Paso Employee's Retirement Trust Board of Trustees (2022 - Present) Downtown Development Corporation (2021 - Present) Mass Transit Department Board (2021 - Present) Children's Museum Development Corporation (2021 - Present)
<b>List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')</b>	N/A
<b>Who was the last person to have held the position before it became vacant?</b>	Henry Rivera

<b>Incumbent Expiration Date</b>	January 30, 2023
<b>Reason person is no longer in office</b>	Term Expired
<b>Date of Appointment</b>	January 31, 2023
<b>Term begins on</b>	January 31, 2023
<b>Expiration Date of New Appointee</b>	January 31, 2024
<b>Term</b>	1st Term
<b>Upload File(s)</b>	FOAC Appointments - Mayor 01-25-2023.pdf





El Paso, TX

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## Legislation Text

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**File #: 23-197, Version: 1**

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

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

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

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

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

#### **AGENDA LANGUAGE:**

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

Representative Art Fierro to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.



# Board Appointment Form

City Clerk

**Submitted On:**

Jan 25, 2023, 06:10PM MST

<b>Appointing Office</b>	Mayor
<b>Type of Agenda</b>	Consent
<b>Date of Council Meeting</b>	Tuesday, January 31, 2023
<b>Agenda Posting Language</b>	Appointment of Representative Art Fierro to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser by Mayor Oscar Leeser
<b>Name of Board/Committee/Commission</b>	City of El Paso Employees Retirement Trust Board of Trustees
<b>Appointment Type</b>	Regular
<b>List the nominee's qualifications to serve on this Board</b>	Current Member of City Council
<b>Nominated By</b>	Mayor Oscar Leeser
<b>Nominee Name</b>	Art Fierro
<b>Nominee Email Address</b>	District6@elpasotexas.gov
<b>Nominee Residential Address</b>	300 North Campbell Street, El Paso, TX, USA
<b>City / State / Zip Code</b>	El Paso, TX 79901
<b>Nominee Primary Phone Number</b>	915-212-0006
<b>Which District does the nominee reside in?</b>	District 6
<b>Does the proposed appointee have a relative working for the city?</b>	NO
<b>Has appointee been a member of other city boards / commissions / committees?</b>	YES
<b>If so, please provide names and dates.</b>	TIRZ 5 (2016-2018)
<b>List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')</b>	N/A
<b>Who was the last person to have held the position before it became vacant?</b>	Isabel Salcido
<b>Incumbent Expiration Date</b>	January 23, 2024

<b>Reason person is no longer in office</b>	Removed
<b>Date of Appointment</b>	January 31, 2023
<b>Term begins on</b>	December 24, 2022
<b>Expiration Date of New Appointee</b>	January 23, 2024
<b>Term</b>	Unexpired Term
<b>Upload File(s)</b>	Pension - Mayor 01-25-2023.pdf



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## Legislation Text

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**File #: 23-140, Version: 1**

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### **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.*

Michael Adjemian to the City Accessibility Advisory Committee by Representative Cassandra Hernandez, District 3.



# Board Appointment Form

City Clerk

Submitted On: Jan 9, 2023, 05:42PM MST

Appointing Office	Representative District 3
Type of Agenda	Consent
Date of Council Meeting	Wednesday, January 18, 2023
Agenda Posting Language	Appointment of Michael Adjemian to the City Accessibility Advisory Committee by Representative Cassandra Hernandez, District 3
Name of Board/Committee/Commission	City Accessibility Advisory Committee
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Resident of the City of El Paso
Nominated By	Representative Cassandra Hernandez
Nominee Name	Michael Adjemian
Nominee Email Address	
Nominee Residential Address	
City / State / Zip Code	
Nominee Primary Phone Number	
Which District does the nominee reside in?	District 3
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.	Parks and Recreation Advisory Board (2020 - Current)
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?	Michelle Adjemian
Incumbent Expiration Date	May 01, 2023
Reason person is no longer in office	Resigned
Date of Appointment	January 18, 2023
Term begins on	June 8, 2021
Expiration Date of New Appointee	May 01, 2023
Term	Unexpired Term
Upload File(s)	Michael Adjemian - Resume - City Accessibility - 2023.docx





## Cielo Vista Neighborhood Association

**“The Strength, of its People, the Power of Community”**

January 7, 2023

Michael I. Adjemian, Community Involvement to Date:

Current Chair to the Parks and Recreation Advisory Board that meet monthly

Member of the Marathon Refinery Community Advisory Panel / CAP

President of the Cielo Vista Neighborhood Association, for the last 8 years. ( 3 Time Recipient of the Neighborhood Association of the Year)

Active member of the EPPD / Pebble Hills Regional Center - Citizens Advisory Board

Past Chair of the Neighborhood Coalition 2017-2018

Current Board Member of Keep El Paso Beautiful Organization

Current Neighborhood Watch Block Captain

Selected by Neighborhood Services to a Neighborhood Association Task Force 2017

Past El Paso Water Utilities Taskforce Member 2018

Member of the El Paso Delegation that won the All-America City Award in 2018 in Denver, Co.





El Paso, TX

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Legislation Text

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**File #: 23-184, Version: 2**

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**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 Art Fierro, (915) 212-0006

**AGENDA LANGUAGE:**

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

Melinda "Myndi" Luevanos to the Women's Rights Commission by Representative Art Fierro, District 6.



# Board Appointment Form

City Clerk

**Submitted On:**

Jan 25, 2023, 09:26AM MST

<b>Appointing Office</b>	Representative District 6
<b>Type of Agenda</b>	Consent
<b>Date of Council Meeting</b>	Tuesday, January 31, 2023
<b>Agenda Posting Language</b>	Appointment of Melinda "Myndi" Luevanos to the Women's Rights Commission by Representative Art Fierro, District 6.
<b>Name of Board/Committee/Commission</b>	Women's Rights Commission
<b>Appointment Type</b>	Regular
<b>List the nominee's qualifications to serve on this Board</b>	Is currently Be Smart State Lead with Moms Demand Action for Gun Sense in America Former Local Group Lead for El Paso County with Moms Demand Action for Gun Sense in America
<b>Nominated By</b>	Representative Art Fierro
<b>Nominee Name</b>	Melinda "Myndi" Luevanos
<b>Nominee Email Address</b>	
<b>Nominee Residential Address</b>	
<b>City / State / Zip Code</b>	
<b>Nominee Primary Phone Number</b>	
<b>Which District does the nominee reside in?</b>	District 6
<b>Does the proposed appointee have a relative working for the city?</b>	NO
<b>Has appointee been a member of other city boards / commissions / committees?</b>	NO
<b>List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')</b>	
<b>Who was the last person to have held the position before it became vacant?</b>	New Board
<b>Incumbent Expiration Date</b>	September 01, 2022
<b>Reason person is no longer in office</b>	Term Expired

<b>Date of Appointment</b>	January 31, 2023
<b>Term begins on</b>	September 01, 2022
<b>Expiration Date of New Appointee</b>	August 31, 2024
<b>Term</b>	1st Term
<b>Upload File(s)</b>	Myndi Luevanos resume 2023.doc.pdf



# MELINDA “MYNDI” LUEVANOS

## CAREER EXPERIENCE

**El Paso County Government, District Clerk’s Office, El Paso, Texas**  
COURT CLERK

2011-2014

- Criminal court clerk for various District courts
- Created and maintained criminal files; filing and file control
- Prepared court docket; retrieved and organized case files prior to submission to courts and hearings
- Calculated court costs and fees according to court dispositions and judgments
- Attended court proceedings; participated with arraignments, jail pleas, dispositions, and judgments
- Fulfilled requests, prepared subpoenas, citations and related legal documents
- Accommodated information requests, resolved problems or questions via telephone and in person
- Researched information on case files, collections, judgments, cash bonds, status of cases
- Conducted criminal investigations; prepared needed certified copies and disposition letters
- Filed, sorted and closed case files; data entry of files and legal documentation into an automated data base
- Worked closely with Judges and attorneys regarding criminal cases

**Workforce Solutions Upper Rio Grande, El Paso, Texas**  
GOVERNMENTAL RELATIONS COORDINATOR

2009-2011

- First point of contact via phone or in-personal contact for outside agencies, Board of Directors members, Elected Officials, State, City, County officials and the general public regarding inquiries or complaints about programs and services; Liaison for various external public agencies
- Composed and prepared documents including business correspondence, reports, forms, memos and other documents as needed for the CEO, Government Relations Director and COO
- Established and maintained records and filing systems; archived, transferred, revised, and extracted files and documents; posted public meeting announcements; maintained staff activity schedules
- Collaborated with the Directors to ensure board meeting planning including: memos, communiqués and correspondence; assisted in creating agendas; proofreading; minutes; collected and prepared briefings and packets to include any and all research needed for each agenda item
- Detailed PowerPoint presentations including graphs, charts and tables
- High-level Meeting, calendar and event coordination, providing access to equipment and supplies
- Summer Youth Program Client/Employer Customer Service on-location lead; assisted with employee job placements and development
- Responsible for all social media communication including: Facebook and Twitter

## COMMUNITY LEADERSHIP

**Moms Demand Action for Gun Sense in America**  
BE SMART STATE LEAD

2021-PRESENT

- Oversee over 150 volunteers for the Be SMART program for the entire state of Texas
- Oversee 16 Local Be SMART leads for the state
- Ensure new Local Be SMART leads and team members have the resources and training necessary for their role
- Manages the Be SMART budget for the State
- Identify opportunities at the State level, as well as locally, to promote the Be SMART program
- Manage Local Be SMART Leads to ensure the growth of Be SMART teams and support the promotion of the Be SMART message at the local level

- Ensure the Be SMART team is employing best management practices to promote diversity, equity and inclusion.
- Identifies organizations for outreach opportunities and arranges presentations,
- prioritizing audiences and communities who have historically not been exposed to the Be SMART program
- Centering equity, identifies state and local organizations and groups that could be effective partners on the Be SMART campaign such as educational, public health and physicians organizations
- Communicates with national staff as needed to evaluate partnership opportunities
- Promotes the Be SMART program in El Paso County at various events throughout the year
- Works with school districts and school boards to pass safe storage resolutions
- Presents the Be SMART presentation in person and virtually to various organizations, businesses and groups
- Prepares goals for the Be SMART team and include tactics for reaching those goals
- Conducts bi-monthly meetings with the Be SMART team
- Attends training sessions to include trainings on implicit bias, diversity, equity and inclusion
- In addition to the above, continues to aid the El Paso County local group lead with the local volunteers, events, meetings and other activities deemed necessary

**Moms Demand Action for Gun Sense in America**  
**LOCAL GROUP LEAD FOR EL PASO COUNTY**

2019-2021

- Helped start the Moms Demand Action group in El Paso County
- Scheduled protests and rallies within the city
- Recruited and managed a diverse leadership team
- Set goals for the local group and tracked progress towards these goals
- Planned, scheduled and conducted monthly meetings
- Worked closely with State legislators and their staff during the 2021 legislative session
- Provided written testimony on a number of bills in the 2021 legislative session
- Worked with local law enforcement to include the County Sheriff on opposing the permitless carry bill passed in 2021
- Presented at statewide meetings with hundreds in attendance
- Scheduled meetings with legislators and their constituents
- Attended meetings with the current Congresswoman to discuss the gun violence epidemic
- Wrote articles for national newspapers regarding the August 3 shooting
- Planned large scale events, coordinated media, and volunteer outreach
- Handled all data for the local group, to include: entering information into the VAN (voter action network) system, planning events, closing events, contacting volunteers before and after the event
- Attended meetings with various community organizations to discuss gun violence within the city
- Represented the local group at community discussions, meetings, panels and town halls
- Served as a panelist in 2021 at the National Hispanic Leadership Agenda town hall in El Paso
- Represented the local group at a Commissioner's Court meeting for the presentation of a Wear Orange resolution in 2020
- Communicated with local and statewide volunteers via email programming and text messaging system, Spoke
- Attended meetings with state leads and other local group leads to discuss the chapter's goals and progress
- Helped plan Wear Orange events locally and statewide
- Coordinated meetings with candidates seeking local, state, and national offices
- Planned and coordinated a canned food drive supporting the Borderland Rainbow Center
- Partnered with the Frontera Fellows from Congresswoman Escobar's office to host a blood drive for the two year mark of the August 3 shooting

- Awarded Best Organizer for the Texas Moms Demand Action Chapter in 2020

**Harmony School of Science Parent Teacher Organization (PTO)**  
PRESIDENT

2021-2022

- Founded the PTO and served as the first President
- Opened the initial bank account for the organization
- Worked closely with the Principal, Campus Business Manager and Deans
- Coordinated a large scale fundraiser for the entire school, over 800 students
- Planned events for both students and staff
- Supervised and controlled all of the activities of the organization
- Submitted the application for a 501(c)(3) with the IRS and granted approval
- Presided at all of the Executive Committee and all general membership meetings
- Produced and distributed the agenda for all meetings
- Coordinated over 75 volunteers
- Maintained records for the organization

**Del Sol Church MOPS (Mothers of Preschoolers)**  
SERVICE LEADER AND TABLE LEADER.

2019-PRESENT

- Selects, implements and coordinates all service projects for the group
- Works with local agencies to discover service needs in our community and ways we can offer help through the group
- Plans, organizes and coordinates service projects throughout the year to meet local needs
- Facilitates discussion with a table of 7 women
- Coordinates events, meet ups and communication between the group

**University of Texas at El Paso**  
**University of Southern California**  
**Scholastic Awards**  
**Bilingual**  
**Computer Skills**  
**Advanced Computer Skills**  
**Social Networking**  
**Memberships**

*B.A. Communications, 2008*  
*Master of Communication Management, 2014*  
*Valedictorian, Faith Christian Academy (Class of 2005)*  
*Proficient in English and Spanish*  
*MS Word, Excel, PowerPoint, Publisher and Outlook*  
*Zoom Video Conferencing & Presentations*  
*Facebook, Pinterest, Instagram, Twitter*  
*American Legion Auxiliary Post #36*



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 23-198, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

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

**AGENDA LANGUAGE:**

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

Representative Chris Canales to the Animal Shelter Advisory Committee by Mayor Oscar Leeser.



# Board Appointment Form

City Clerk

**Submitted On:**

Jan 25, 2023, 06:20PM MST

<b>Appointing Office</b>	Mayor
<b>Type of Agenda</b>	Consent
<b>Date of Council Meeting</b>	Tuesday, January 31, 2023
<b>Agenda Posting Language</b>	Appointment of Representative Chris Canales to the Animal Shelter Advisory Committee by Mayor Oscar Leeser.
<b>Name of Board/Committee/Commission</b>	Animal Shelter Advisory Committee
<b>Appointment Type</b>	Regular
<b>List the nominee's qualifications to serve on this Board</b>	Current Member of City Council
<b>Nominated By</b>	Mayor Oscar Leeser
<b>Nominee Name</b>	Chris Canales
<b>Nominee Email Address</b>	District8@elpasotexas.gov
<b>Nominee Residential Address</b>	300 North Campbell Street, El Paso, TX, USA
<b>City / State / Zip Code</b>	El Paso, TX 79901
<b>Nominee Primary Phone Number</b>	915-212-0008
<b>Which District does the nominee reside in?</b>	District 8
<b>Does the proposed appointee have a relative working for the city?</b>	YES
<b>If so, please provide his or her name, city position and relationship to the proposed appointee.</b>	Nora Rose, History Museum Community Engagement Associate, Wife
<b>Has appointee been a member of other city boards / commissions / committees?</b>	NO
<b>List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')</b>	604 Castile Ave El Paso, TX 79912
<b>Who was the last person to have held the position before it became vacant?</b>	Alexsandra Annello



<b>Incumbent Expiration Date</b>	June 23, 2025
<b>Reason person is no longer in office</b>	Removed
<b>Date of Appointment</b>	January 31, 2023
<b>Term begins on</b>	June 22, 2021
<b>Expiration Date of New Appointee</b>	June 23, 2025
<b>Term</b>	Unexpired Term
<b>Upload File(s)</b>	ASAC Appointment - Mayor 01-25-2023.pdf



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 23-162, Version: 1**

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

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

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

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

##### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

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

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

**AGENDA DATE:** January 31, 2023  
**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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

 for Maria O. Pasillas


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

TAX REFUNDS  
January 31, 2023

1. Hassan Salloum, in the amount of \$4,559.08 made an overpayment on December 16, 2022 of 2022 taxes.  
(Geo. #C742-999-0040-4000)
2. Veronica Valdez, in the amount of \$2804.19 made an overpayment on January 08, 2023 of 2022 taxes.  
(Geo. #G760-000-0010-3300)
3. David Collins, in the amount of \$3,900.00 made an overpayment on December 31, 2022 of 2022 taxes.  
(Geo. #N425-999-0080-3700)
4. Ruben Ruiz, in the amount of \$4,782.80 made an overpayment on November 29, 2022 of 2022 taxes.  
(Geo. #P654-999-0580-5300)
5. Wannamaker Properties LLC, in the amount of \$8,140.42 made an overpayment on January 03, 2023 of 2022 taxes.  
(Geo. #S669-999-0020-3000)
6. Member First Mortgage, in the amount of \$6,754.31 made an overpayment on January 09, 2023 of 2022 taxes.  
(Geo. #X579-000-3180-4230)

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Laura D. Prine  
City Clerk

 for Maria O. Pasillas  
Maria O. Pasillas, RTA  
Tax Assessor Collector



TAX OFFICE  
RECEIVED  
DEC 27 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

HASSAN SALLOUM  
404 BOREALIS LN  
EL PASO, TX 79912

OP  
+2500 ✓

<b>Geo No.</b> C742-999-0040-4000	<b>Prop ID</b> 239420
<b>Legal Description of the Property</b> 4 COLUMBIA NORTH LOT 40 (5492.51 SQ FT)  5741 MICHAEL P ANDERSON LN	
OWNER: HMST FAMILY LP	

2022 OVERAGE AMOUNT \$4,559.08 ✓

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.

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	<b>Who should the refund be issued to:</b>			
	Name: Hassan Salloom			
	Address: 404 Borealis Ln			
	City, State, Zip: El Paso, TX, 79912			
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915-474-5554		E-Mail Address: Hsalloom404@gmail.com	
	<b>Payment made by:</b>			
	Check No.	Date Paid	Amount Paid	
	Echeck	4767445	12/16/22	\$ 4559.08
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
	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. ✓			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	<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):			
	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) Hassan Salloom		PRINTED NAME & DATE Hassan Salloom 12/24/2022	

TAX OFFICE USE ONLY: ☒ Approved ☐ Denied By: N/A Date: 1-14-23



Notes

Go To :

LUZR  
ACT80122 v1.91

01/14/2023 14:20:02  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
EC121922	C74299900404000				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC121922	12/16/2022	51708257	CC004767445	EC	\$4,559.08	\$4,559.08	LG	C74299900404000	31808794-HASSAN SALL
	EC121922	12/16/2022	51708255	CC004767437	EC	\$4,559.08	\$4,559.08	PA	C74299900404000	31808792-HASSAN SALL
	EC122221C	12/23/2021	48641054	CC004019794	EC	\$16,824.32	\$4,351.52	PA	C74299900404000	28942237-HASSAN SALL
	EC12212098B	12/22/2020	45398366	CC003295162	EC	\$64,529.14	\$3,446.94	PA	C74299900404000	27299727-HASSAN SALL
	A10221941	10/22/2019	41639652	007341	CH	\$3,393.19	\$3,393.19	PA	C74299900404000	21589308-SIERRA TITLE
	A05161941	05/16/2019	41201359	8622	CH	\$661.29	\$20.19	PA	C74299900404000	20305467-ROCKY MOUN
	A05161941	05/16/2019	41201322	36738	CH	\$346.27	\$346.27	AA	C74299900404000	20305467-ROCKY MOUN
	M18234740001	12/24/2018	39415853	181221108510	EF	\$34,084,724.48	\$3,030.31	PA	C74299900404000	23474547-ACCUMATCH
	M17RE1800001	12/18/2017	36356004	171215192214	EF	\$232,569,225.62	\$2,904.33	PA	C74299900404000	800000-CORELOGIC
	M16800000001	12/21/2016	33448420	161219150695	EF	\$213,062,589.29	\$2,764.00	PA	C74299900404000	800000-CORELOGIC
	M15800000001	12/31/2015	30589755	151231121119	EF	\$199,122,808.45	\$2,720.04	PA	C74299900404000	800000-CORELOGIC
	M14800000001	12/24/2014	27452431	141224101136	EF	\$200,035,948.32	\$2,746.76	PA	C74299900404000	800000-CORELOGIC

Applied Total \$58,933.43



OP  
+2500  
Credit card

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

TAX OFFICE  
RECEIVED  
JAN 11 2023

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:  Veronica Valdez	Phone: HOME: 9158677321 WORK:  302359	Property ID# (One application per account)  6760-000-0010-3300		
Address (mail refund to :)  866 Limerick Drive, Merritt Island FL 32953	Property Address: And/or Legal Description: 13301 Greendale El Paso TX			
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2022	01-08-23		2804.19	2,859.71
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)				2859.71

(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:

Struggled with website and verification of payment screen didn't pop up in a timely manner. I wanted to verify it went through,  
I changed payment method, and then saw the two receipts in my email.

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

Requestor signature:

Veronica Valdez

Printed name:

Date: 1/11/23

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:

Date:

1-14-23

(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:

for Maria O. Pasillas



Notes

Go To :

LUZR  
ACT80122 v1.91

01/19/2023 12:07:15  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
IP010923	G76000000103300				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC010923	01/08/2023	52223894	CC004891583	EC	\$2,804.19	\$2,804.19	LG	G76000000103300	32031989-VERONICA VA
	IP010923	01/08/2023	52171683	CC004891565	CR	\$2,804.19	\$2,804.19	PA	G76000000103300	32008582-VERONICA VA
	EC011822	01/18/2022	49313734	CC004157966	EC	\$2,580.28	\$2,580.28	PA	G76000000103300	30608189-VERONICA VA
	M2030000001	12/28/2020	45465997	4416208	CH	\$55,913,550.55	\$2,270.10	PA	G76000000103300	3000-WELLS FARGO HOI
	M19C30000001	12/23/2019	42395858	7036476484	CH	\$62,318,251.54	\$2,291.72	PA	G76000000103300	3000-WELLS FARGO HOI
	M18B30000001	12/17/2018	39314600	7035275608	CH	\$64,715,202.42	\$2,211.04	PA	G76000000103300	3000-WELLS FARGO HOI
	M1730000001	12/26/2017	36468641	7033634770	CH	\$63,235,613.81	\$2,068.42	PA	G76000000103300	3000-WELLS FARGO HOI
	M163000B0001	12/22/2016	33464275	3183364	CH	\$63,571,354.67	\$2,041.57	PA	G76000000103300	3000-WELLS FARGO HOI
	M1530000001	12/23/2015	30430546	0002822983	CH	\$64,479,376.52	\$2,026.83	PA	G76000000103300	3000-WELLS FARGO HOI
	A12161448	12/16/2014	27312607	56603	CH	\$2,065.09	\$2,065.09	PA	G76000000103300	21225105-VALERO TITLE
	M13800000001	12/30/2013	24637732	62075007	CH	\$133,990,884.95	\$1,825.46	PA	G76000000103300	800000-CORELOGIC
	M12800000001	12/17/2012	21840980	122059711	CH	\$137,358,358.38	\$1,766.49	PA	G76000000103300	800000-CORELOGIC

Applied Total \$48,240.11



TAX OFFICE  
RECEIVED

JAN 09 2023

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

Geo No. N425-999-0080-3700	Prop ID 182094
Legal Description of the Property 8 NORTH HILLS #4 LOT 37 (15669.12 SQ FT)  4412 MARCUS URIBE DR	
OWNER: COLLINS LIVING TRUST	

DAVID COLLINS  
4412 MARCUS URIBE DRIVE  
EL PASO, TX 79934

OP  
+2500

2022 OVERAGE AMOUNT \$3,900.00

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.

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>David Collins</u>			
	Address: <u>4412 Marcus Uribe</u>			
	City, State, Zip: <u>El Paso, TX 79934</u>			
	Daytime Phone No.: <u>915-346-9111</u>		E-Mail Address: <u>David@AVX-Tech.com</u>	
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Credit Card</u>	<u>4849258</u>	<u>12/31/22</u>	<u>\$3900.00</u>
	<u>Credit CARD Fees</u>		<u>12/31/22</u>	<u>\$77.22</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
<b>Step 3. Provide reason for this refund.</b> 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. <span style="float: right;">✓</span>			
	<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):			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED) <u>David Collins</u>		PRINTED NAME & DATE <u>David Collins 1-6-23</u> ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.N</u> Date: <u>1-14-23</u>				



Notes

Go To :

LUZR  
ACT80122 v1.91

01/19/2023 12:22:27  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
IP010323	N42599900803700				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	IP010323	12/31/2022	51993213	CC004849258	CR	\$3,900.00	\$3,900.00	LG	N42599900803700	31933466-DAVID COLLIN
	IP010323	12/31/2022	51993212	CC004849251	CR	\$6,168.30	\$6,168.30	PA	N42599900803700	31933465-DAVID COLLIN
	IP11182198	11/17/2021	48136889	CC003925328	CR	\$6,077.70	\$6,077.70	PA	N42599900803700	30150535-DAVID COLLIN
	IP12142098	12/12/2020	45250845	CC003276089	CR	\$5,491.75	\$5,491.75	PA	N42599900803700	28893488-DAVID COLLIN
*	T11081900004	11/08/2019	41845398	06684	CH	\$4,885.18	\$4,885.18	PA	N42599900803700	COLLINS LIVING TRUST
	EC12071898	12/07/2018	39188755	CC002167415	EC	\$4,275.68	\$4,275.68	PA	N42599900803700	26737545-DAVID W COLI
	EC12121798	12/12/2017	36273194	CC001759502	EC	\$3,805.37	\$3,805.37	PA	N42599900803700	25824494-IVR PAYMENT
	EC12191698	12/16/2016	33406970	CC001420877	EC	\$3,623.61	\$3,623.61	PA	N42599900803700	24997895-DAVID W COLI
*	X1221151001	12/21/2015	30392769	06796	CH	\$3,561.59	\$3,561.59	PA	N42599900803700	COLLINS LIVING TRUST
	EC12311468	12/30/2014	27634676	CC000903463	CH	\$3,636.08	\$3,636.08	PA	N42599900803700	23512410-IVR PAYMENT
	EC12161368	12/12/2013	24439583	CC000700909	CH	\$3,565.79	\$3,565.79	PA	N42599900803700	22784409-DAVID COLLIN
*	X1207121000	12/07/2012	21727326	06709	CH	\$4,076.64	\$4,076.64	PA	N42599900803700	COLLINS DAVID W

Applied Total \$102,623.95



TAX OFFICE  
RECEIVED

JAN 07 2023

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

RUBEN RUIZ  
2532 COVE BROOK  
SCHERTZ, TX 78154-2682

OP  
+2500

Geo No. P654-999-0580-5300	Prop ID 339629
Legal Description of the Property 58 PEBBLE HILLS REPLAT LOT 20 (7606 SQ FT)  3340 VOSS DR	
OWNER: RUIZ RUBEN & LORENZA T	

2022 OVERAGE AMOUNT \$4,782.80

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>Ruben Ruiz</u>			
	Address: <u>2532 Cove Brook</u>			
	City, State, Zip: <u>Schertz, TX 78154-2682</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>(214) 771-3566</u>		E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>E-check</u>	<u>See attached bank account,</u>	<u>11/29/2022</u>	<u>\$4792.80</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<u>Ruben Ruiz</u>		<u>Ruben Ruiz/1-7-2023</u>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>NH</u> Date: <u>1-14-23</u>				



Notes

Go To :

LUZR  
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01/19/2023 12:18:13  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
EC112922	P65499905805300				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC112922	11/29/2022	51424349	CC004710422	EC	\$4,782.80	\$4,782.80	LG	P65499905805300	31687061-RUBEN RUIZ
	EC112922	11/29/2022	51424338	CC004710279	EC	\$4,782.80	\$4,782.80	PA	P65499905805300	31687050-RUBEN RUIZ
	RC230114	11/29/2022	51424349	CC004710422	EC	\$4,782.80	\$4,782.80	TR	P65499905805300	31687061-RUBEN RUIZ
	RC230114	11/29/2022	51424349	CC004710422	EC	\$4,782.80	\$4,782.80	TR	P65499905805300	32092074-RUIZ RUBEN
	EC120621	12/05/2021	48338222	CC003962254	EC	\$4,029.31	\$4,029.31	PA	P65499905805300	30227098-RUBEN RUIZ
	EC12072098	12/06/2020	45146131	CC003259893	EC	\$3,530.63	\$3,530.63	PA	P65499905805300	28864693-RUBEN RUIZ
	EC12181998	12/18/2019	42328298	CC002682892	EC	\$3,430.71	\$3,430.71	PA	P65499905805300	27760318-RUBEN RUIZ
	EC11011841	11/01/2018	38797209	CC002125550	EC	\$3,382.62	\$3,382.62	PA	P65499905805300	26641827-RUBEN RUIZ
	EC12261798	12/21/2017	36484441	CC001777626	EC	\$3,075.99	\$3,075.99	PA	P65499905805300	25869916-RUBEN RUIZ
	EC12121698	12/12/2016	33283435	CC001415215	EC	\$3,023.58	\$3,023.58	PA	P65499905805300	24974175-RUBEN RUIZ
	EC12081598	12/07/2015	30190127	CC001119848	EC	\$2,998.20	\$2,998.20	PA	P65499905805300	24145635-RUBEN RUIZ
	EC12221468	12/20/2014	27429594	CC000891019	CH	\$2,990.38	\$2,990.38	PA	P65499905805300	23476981-RUBEN RUIZ

Applied Total \$74,805.19





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

TAX OFFICE  
RECEIVED  
JAN 10 2023

WANNAMAKER PROPERTIES LLC  
1519 MONTANA AVE  
EL PASO, TX 79902

OP  
+2500

Geo No. S669-999-0020-3000	Prop ID 179231
Legal Description of the Property 2 STONE (REPLAT) SELY PT OF 1 & CLOSED ST ADJ (1.989 ACRE)  4171 N MESA ST-D 79902	
OWNER: WANNAMAKER PROPERTIES LLC	

2022 OVERAGE AMOUNT \$8,140.42

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.

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Wannamaker Properties LLC			
	Address: 4171 N Mesa Bldg D Ste 500			
	City, State, Zip: El Paso, TX 79902			
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915 525 8558		E-Mail Address: may@crwannamakerlaw.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Wannamaker Properties llc	0048	12/30/2022	82,144.21
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> 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.			
<b>Step 4. Sign the form.</b> 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	
		Constance R Wannamaker, 01/11/2023		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>NH</u> Date: <u>1-14-23</u>				

Notes

Go To :

LUZR  
ACT80122 v1.91

01/19/2023 12:14:33  
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
T01052300012		S66999900203000									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
	RC230114	01/03/2023	52120185	00048	CH	\$8,140.42-	\$8,140.42-	TR	S66999900203000	WANNAMAKER PROPER	
	RC230114	01/03/2023	52120185	00048	CH	\$8,140.42	\$8,140.42	TR	S66999900203000	32092080-WANNAMAKEI	
*	T01052300012	01/03/2023	52120185	00048	CH	\$82,144.21	\$8,140.42	LG	S66999900203000	WANNAMAKER PROPER	
*	T01052300012	01/03/2023	52120185	00048	CH	\$82,144.21	\$74,003.79	PA	S66999900203000	WANNAMAKER PROPER	
	RD4012856	05/16/2022	50599422	0000245212	CH	\$1,806.58-	\$1,806.58-	RD	S66999900203000	31283575-ORSO PARTNE	
	RD4012856	05/16/2022	50599422	0000245212	CH	\$360.63-	\$360.63-	RD	S66999900203000	31283575-ORSO PARTNE	
	RD4012856	05/16/2022	48313445	0000245212	CH	\$12,829.54-	\$12,829.54-	RD	S66999900203000	31283575-ORSO PARTNE	
	RD4012856	05/16/2022	45350302	0000245212	CH	\$14,674.58-	\$14,674.58-	RD	S66999900203000	31283575-ORSO PARTNE	
	TA220511	05/11/2022	48313445		CH	\$0.00	\$0.00	TA	S66999900203000	30218281-ORSO PARTNE	
	TA220511	05/11/2022	45350302		CH	\$0.00	\$0.00	TA	S66999900203000	28925644-MAY MATA	
	TA220511	05/11/2022	33714781		CH	\$0.00	\$0.00	TA	S66999900203000	25061768-ORSO PARTNE	
	TA220511	05/11/2022	30532410		CH	\$0.00	\$0.00	TA	S66999900203000	24209478-ORSO PARTNE	
Applied Total						\$1,731,015.07					





5147 092 020

TAX OFFICE  
RECEIVED  
JAN 20 2023

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

MEMBER FIRST MORTGAGE  
616 44TH SE STREET  
GRAND RAPIDS, MI 49548

OP  
+ 2500

Geo No. X579-000-3180-4230	Prop ID 603518
Legal Description of the Property 79 TSP 3 SEC 18 T & P SURV (62.0500 AC) (PDEMUD #1)	
OWNER: HUNT MISSION RIDGE LLC	

2022 OVERAGE AMOUNT \$6,754.31

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 15: EMERG. SERVICES DIST #1, 35: PASEO DEL ESTE MUD#1

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be		This application requires supporting documentation to be valid	
	Name:	Member First Mortgage 616 44th Street SE Grand Rapids, MI 49548		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Address:			
	City, State, Zip:			
	Daytime Phone No. (616 256 8421)	E-Mail Address:	Kim. Dowling @memberfirstmortgage.com	
	Payment made by: MEM	Check No. 291495	Date Paid 12/29	Amount Paid 6754.31
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	TOTAL AMOUNT PAID (sum of the above amounts)			
	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input 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) Kim Dowling	PRINTED NAME & DATE Kim Dowling 1/19/23		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 1-20-23				



Notes

Go To :

LUZR  
ACT80122 v1.9101/23/2023 16:37:17  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A01092303	X57900031804230				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A01092303	01/09/2023	52210839	291495	CH	\$26,831.78	\$6,754.31	LG	X57900031804230	24971121-MEMBER FIRS
	A01222165	01/22/2021	46184644	50039077	CH	\$9,674.50	\$9,674.50	PA	X57900031804230	29219256-HUNT COMMU
	IP06032085	06/02/2020	44268813	CC003071327	CR	\$0.01	\$0.01	PA	X57900031804230	28506857-IVR PAYMENT
	A01232081	01/23/2020	43102121	50391110	CH	\$9,758.75	\$9,758.75	PA	X57900031804230	23606898-HUNT MISSION
	A07311941	07/31/2019	41459203	20164045	CH	\$1,548.98	\$1,548.98	PA	X57900031804230	25762393-WESTSTAR TT
	A05211975	05/21/2019	41219532		CA	\$10.00	\$10.00	TC	X57900031804230	HUNT MISSION RIDGE LL
	A01251986	01/25/2019	40188462	50390983	CH	\$9,613.99	\$9,613.99	PA	X57900031804230	HUNT MISSION RIDGE LL
*	T02071840001	01/31/2018	37774350	90845	CH	\$9,300.60	\$9,300.60	PA	X57900031804230	HUNT MISSION RIDGE LL
	A01191741	01/19/2017	34107857	50390703	CH	\$9,218.16	\$9,218.16	PA	X57900031804230	HUNT MISSION RIDGE LL
	A01221623	01/22/2016	31130606	50390542	CH	\$9,179.76	\$9,179.76	PA	X57900031804230	HUNT MISSION RIDGE LL
	A01271565	01/27/2015	28178255	50390246	CH	\$9,162.07	\$9,162.07	PA	X57900031804230	HUNT MISSION RIDGE LL
*	X0131141021	01/31/2014	25516096	90127	CH	\$9,069.33	\$9,069.33	PA	X57900031804230	PASEO PARTNERS LP


Applied Total \$130,201.21

ATTACHMENT A  
TAX REFUNDS  
January 31, 2023

1. Hassan Salloum, in the amount of \$4,559.08 made an overpayment on December 16, 2022 of 2022 taxes.  
(Geo. #C742-999-0040-4000)
2. Veronica Valdez, in the amount of \$2804.19 made an overpayment on January 08, 2023 of 2022 taxes.  
(Geo. #G760-000-0010-3300)
3. David Collins, in the amount of \$3,900.00 made an overpayment on December 31, 2022 of 2022 taxes.  
(Geo. #N425-999-0080-3700)
4. Ruben Ruiz, in the amount of \$4,782.80 made an overpayment on November 29, 2022 of 2022 taxes.  
(Geo. #P654-999-0580-5300)
5. Wannamaker Properties LLC, in the amount of \$8,140.42 made an overpayment on January 03, 2023 of 2022 taxes.  
(Geo. #S669-999-0020-3000)
6. Member First Mortgage, in the amount of \$6,754.31 made an overpayment on January 09, 2023 of 2022 taxes.  
(Geo. #X579-000-3180-4230)

---

Laura D. Prine  
City Clerk

 for Maria O. Pasillas  
Maria O. Pasillas, RTA  
Tax Assessor Collector



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 23-144, Version: 1**

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

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

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

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

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

#### **AGENDA LANGUAGE:**

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Isabel Salcido in the amount of \$5,000.00 from Woody L. Hunt.





Legislation Text

File #: 23-102, 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 J. Bristol, (915) 212-7000

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

**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 7.5 - Set One Standard for Infrastructure Across the City.

**Award Summary:**

The award of Solicitation 2023-0165 Police Motorcycle Parts, Service and Maintenance to Santa Teresa Motorsports, for a term of three (3) years for an estimated amount of \$270,000.00. This contract will allow for the maintenance of motorcycles for the Police Department.

**Contract Variance:**

There is no contract variance compared to the previous contract.

Department:	Streets and Maintenance
Award To:	Santa Teresa Motorsports
	Santa Teresa, NM
Initial Term:	3 Years
Annual Estimated Award:	\$90,000.00 (1 Year)
Total Estimated Award:	\$270,000.00 (3 Years)
Account No.:	532 - 3600 - 531210 - 37020 - P3701 (Parts)
	532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Non-Competitive, service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Santa Teresa Motorsports.



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

**AGENDA DATE:** January 31, 2023  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000  
K. Nicole Cote, Managing Director, (915) 212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 7 – Enhance and Maintain the City's Infrastructure Network

**SUBGOAL:** 7.5 – Set One Standard for Infrastructure Across the City

**SUBJECT:**

The award of solicitation 2023-0165 Police Motorcycle Parts, Service and Maintenance to Santa Teresa Motorsports, for a term of three (3) years for an estimated amount of \$270,000.00.

**BACKGROUND / DISCUSSION:**

This contract will allow for the maintenance of motorcycles for the Police Department.

**SELECTION SUMMARY:**

As per Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy, "if a contract cannot be awarded after two competitive procurement/selection process, the requirement can be fulfilled by a non-competitive award. Prior solicitations 2022-0570, 2022-0687 and 2022-0878.

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$270,000.00

Funding Source: Internal Service Fund

Account: 532 – 3600 – 531210 – 37020 – P3701 (Parts)

532 – 3600 – 531250 – 37020 – P3701 (Service)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing



1-12-23

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

Richard J. Bristol, Streets and Maintenance Director

**COUNCIL PROJECT FORM  
(NON-COMPETITIVE)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT** agenda for the Council Meeting of **January 31, 2023**.

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

The linkage to the strategic plan is subsection 7.5 – Set One Standard for Infrastructure Across the City.

**Award Summary:**

The award of solicitation 2023-0165 Police Motorcycle Parts, Service and Maintenance to Santa Teresa Motorsports, for a term of three (3) years for an estimated amount of \$270,000.00. This contract will allow for the maintenance of motorcycles for the Police Department.

**Contract Variance:**

There is no contract variance compared to the previous contract.

Department:	Streets and Maintenance
Award To:	Santa Teresa Motorsports
	Santa Teresa, NM
Initial Term:	3 Years
Annual Estimated Award:	\$90,000.00 (1 Year)
Total Estimated Award:	\$270,000.00 (3 Years)
Account No.:	532 – 3600 – 531210 – 37020 – P3701 (Parts)
	532 – 3600 – 531250 – 37020 – P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Non-Competitive, service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Santa Teresa Motorsports.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*





# 2023-0165 Police Motorcycle Parts and Service

Richard Bristol, Director, Streets and Maintenance  
January 31, 2023





## Strategic Plan Goal:

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

*7.2: Improve competitiveness through infrastructure improvements impacting the quality of life*



# Purpose of Procurement

- The purpose of this contract is to purchase parts and services that are used to maintain the City's Police motorcycle fleet
- There are 47 motorcycles in the Fleet
- These parts and services are vital for the maintenance and repairs of the motorcycles to ensure maximum availability and safety
- This is a non-competitive award as a result of two unsuccessful competitive procurement bids





---

## 2023-0165 Police Motorcycle Parts and Service

---

Contractor	<b>Santa Teresa Motorsports</b>
------------	---------------------------------

Award Amount	\$270,000
--------------	-----------

Term	3 years
------	---------

Funding Source	Internal Service Fund
----------------	-----------------------

Account No.	532-3600-531210-37020-P3701 – Parts 532-3600-531250-37020-P3701 - Service
-------------	--

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## Mission

Deliver exceptional services to support a high quality of life and place for our community

## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **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

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**File #: 23-154, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 5**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

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.*

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

**Award Summary:**

That the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2023-0055R El Paso Fire Department Special Operations Division Station to Dantex General Contractors, Inc. for an initial amount of \$5,500.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000 if the services are necessary for the proper execution of the project. This contract will provide preconstruction services for the El Paso Fire Department Special Operations Division Station.

Department:	Capital Improvement
Award to:	Dantex General Contractors, Inc. El Paso, TX
Account No.:	580160-190-4820-PCP20FDSPECTEAM
Funding Source:	2019 Public Safety Bond
District(s):	5

This is a Construction Manager-at-Risk procurement, service contract.

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

**AGENDA DATE:** January 31, 2023  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Yvette Hernandez, City Engineer, (915) 212-1860  
K. Nicole Cote, Managing Director (915)212-1092

**DISTRICT(S) AFFECTED:** 5

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

**SUBGOAL:** 2.3 – Increase Public Safety Operational Efficiency

**SUBJECT:**

That the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2023-0055R El Paso Fire Department Special Operations Division Station to Dantex General Contractors, Inc. for an initial amount of \$5,500.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000 if the services are necessary for the proper execution of the project. This contract will provide preconstruction services for the El Paso Fire Department Special Operations Division Station.

**BACKGROUND / DISCUSSION:**

The voters of the City of El Paso approved a Public Safety Bond measure in November 2019. Key elements of the bond program are new and/or renovated public safety facilities. The Special Operations Division of the El Paso Fire Department is currently housed at three separate fire station facilities, Fire Stations 1, 9 and 11. The functions of the Division include the following:

- Technical Rescue: including responding to technical rescue incidents, involving high-angle, trenches and confined spaces.
- Hazardous Materials: including responding to hazardous materials releases, weapons of mass destruction events, and other hazardous conditions.
- Combined Search and Rescue and Water Rescue

Combined Search and Rescue team is comprised of 30 Fire Department members and 10 El Paso Police Officers often deployed to mountain/wilderness search and rescue incidents and incidents at the refinery.

Water Rescue is a team of 18 Fire Department members assigned across all three shifts and various stations. The Water Rescue Team has the capability of swift water rescue, open water and advanced open water scuba rescues.

The Special Operations Fire Station is to be located in Downtown El Paso the former location of Tilman Health Center at 216 S. Campbell.

The City has elected to procure pre-construction and construction services via a Construction Manager at Risk (CMAR) contracting strategy. A CMAR is brought on during the design phase of a project to perform constructability reviews, value engineering, and develop realistic cost estimates and to establish the 2023-0055R El Paso Fire Department Special Operations Division Station

construction cost, schedule, means and methods, during design there-by reducing construction costs/schedule risks to the City.

A CMAR executed in two phases: Pre-construction Services and Construction. At the conclusion of pre-construction services the contractor provides a guaranteed maximum price (GMP). Should the City fail to agree on a GMP the Construction Services phase of the contract is not awarded and the City can proceed to bid out the project. At this time Council approval is requested for pre-construction services; Council approval is required for award of Construction Services.

**SELECTION SUMMARY:**

Solicitation was advertised on June 7, 2022 and June 14, 2022. The solicitation was posted on City website on June 7, 2022. The email (Purmail) notification was sent out on June 9, 2022. There were a total fifty eight (58) viewers online; five (5) proposals were received; four (4) from local suppliers.

**CONTRACT VARIANCE:** N/A

**PROTEST:**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

On August 17, 2021 award was made to Mijares Mora Architects, Inc. for professional engineering and design services.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$5,500  
Funding Source: 2019- Public Safety Bond  
Account: 580160-190-4820-PCP20FDSPECTEAM

**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  
(Resolutions)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT** agenda for the Council Meeting of **January 31, 2023**

**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**

That the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2023-0055R El Paso Fire Department Special Operations Division Station to Dantex General Contractors, Inc. for an initial amount of \$5,500.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000 if the services are necessary for the proper execution of the project. This contract will provide preconstruction services for the El Paso Fire Department Special Operations Division Station.

Department:	Capital Improvement
Award to:	Dantex General Contractors, Inc. El Paso, TX
Account No.:	580160-190-4820-PCP20FDSPECTEAM
Funding Source:	2019 Public Safety Bond
District(s):	5

This is a Construction Manager-at-Risk procurement, service contract.

Construction Manager-at-Risk - Request for Proposals - Scoresheet						
PROJECT:	2023-0055R El Paso Fire Department Special Operations Division Station					
MAX POINTS		Dantex General Contractors	Jordan Foster	HB Construction	Arrow Building	EMJ Corporation
Factor A - Fee-Proposal						
	20	20.00	3.44	0.71	3.67	1.69
Factor B - Offeror's Project Approach and Proposed Schedule						
	30	20.00	21.80	19.80	10.80	12.60
Factor C - Offeror's Experience & Reputation						
	20	15.44	13.20	14.72	8.80	5.80
Factor D - Offeror's Proposed Personnel						
	20	14.20	15.60	15.20	9.60	12.80
Factor E - Impact on the ability of the City to comply with rules relating to Historically Underutilized Businesses (HUB)						
	5	3.60	4.60	3.80	2.80	3.20
Factor F - Appropriateness of the Offeror's financial capacity related to project size and complexity						
	5	4.00	4.40	4.20	4.00	3.30
Totals	100	77.24	63.04	58.43	39.67	39.39



2023-0055R El Paso Fire Department Special Operations Division Station

Views

	Name	Company
1	Gardenhire, James	AAA General Contract
2	Counts, Tim	Accent Landscape Con
3	Dittmar, Mark	Access Communication
4	Flores, Amada	Aim Construction Com
5	Rugh, John	AMTEK
6	David, McGlohon	Arrow Building Corp.
7	garcia, braulio	bag reinforcing llc
8	Stresow, Adrian	Banes General Contra
9	Acosta, David	Border Demolition An
10	Aguilar, Francisco	Burman
11	Lira, German	CJ Desert Constructi
12	STINSON, MORGAN	ConstructConnect
13	Wood, Jane	Construction Reporte
14	Pelech, Keeley	Dantex Construction
15	Management, Source	Deltek
16	Hudson, Brad	Direx Construction,
17	Peggy, Koehn	Dodge Data
18	Soto, Daniel	DRS Rock Materials,
19	Zubiate, Berta	Efficio Construction
20	Soto, Lorena	El Paso Sanitation S
21	Blackwell, Corbin	EMJ Construction
22	Jaramillo, Jorge	Fulcrum Contracting
23	Arnoldo, Esparza	Goliath Security Ser
24	Mendoza, Gina	GORMAN MOISTURE PROT
25	erwin, henry	gst manufacturing
26	Juan, Serrano	Guerreros Star Const
27	Harder, Isaac	HARDER STRUCTURAL EN
28	Mulligan, Matthew	HB Construction
29	Tan, Albert	Hernandez Consulting
30	De Stefano, Luis Rene	Horizone Const. 1 LT
31	Balai, Rakesh	i- Sourcing Technolo
32	Paredes, Raul	Jobe Materials
33	Kim, Candee	Jordan Foster Constr
34	Guillen, Francisco	Keystone GC, LLC.
35	Hamilton, Lloyd	LHC
36	Medlock, Steve	Medlock Commercial C
37	Mijares, Christian	Mijares-Mora
38	Scranton, Beatrice	Mirador Enterprises
39	Doe, John	Pacific Inc
40	Jones, Kim	Prime Vendor Inc.
41	Uddin, Nisar	QTO Solutions
42	Fraga, Miguel	Quantum Engineering

2023-0055R El Paso Fire Department Special Operations Division Station

Views

	Name	Company
43	Rodriguez, Manny	RDZ BUILD
44	CAVAZOS, RICARDO	RICKS PAVING And SEA
45	Torres, Elizabeth	SigmCon
46	Bjornsson, Ron	Smartprocure
47	ALLEN, STEVE	SPARTAN CONSTRUCTION
48	Eckels, Ronny	Texas Architecture W
49	Hernandez, Cecilia	The PlanIt Room
50	Gonzalez, Daniela	Veliz Construction
51	Maynez, Alejandra	VEMAC
52	Olguin, Jeannette	Vitual Builders Exch
53	Austin, Fork	Wayne Enterprises
54	Vaquera, Israel	yucca contracting
55	Royo, Joaquin	ZTEX Construction I
56	Watson, Frank	
57	Carbajal, Mario	
58	Maldonado, Mariana	

## RESOLUTION

**WHEREAS**, on July 20, 2004, the El Paso City Council adopted a resolution approving the use of alternate project delivery methods for construction projects pursuant to Section 271.113 of the Texas Local Government Code (now Section 2269 of the Texas Government Code) that provides the best value to the City; and

**WHEREAS**, on Sept. 18, 2012, the El Paso City Council approved the addition of the Construction Manager-at-Risk as an alternate project delivery method for construction projects and adopted the City of El Paso Construction Manager-at-Risk Procurement Policy; and

**WHEREAS**, the City's Construction Manager-at-Risk Procurement Policy states that the City Engineer will determine, before advertising, which alternative project delivery method for construction provides the best value to the City and that the El Paso City Council shall approve the issuance of a solicitation for any Construction Manager-at-Risk project prior to its issuance; and

**WHEREAS**, on April 17, 2018, the City Council amended the Construction Manager-at-Risk Procurement Policy to delete the requirement of City Council approval of a Solicitation for any Construction Manager-at-Risk prior to the issuance and delegated to the Director of Purchasing & Strategic Sourcing the authority to determine which alternative project delivery method for construction provides the best values to the City and to approve the issuance of a solicitation for any Construction Manager-at Risk project to the Director of Purchasing and Strategic Sourcing; and

**WHEREAS**, the Director of Purchasing & Strategic Sourcing determined that the Construction Manager-at-Risk alternative project delivery method will provide the best value to the City for the construction of the El Paso Fire Department Special Operations Division Station project and approved the issuance of a solicitation using Construction Manager-at-Risk delivery method for the construction of the El Paso Fire Department Special Operations Division Station project; and

**WHEREAS**, the City of El Paso ("City") issued a Request for Proposal as part of the construction manager-at risk project delivery method for the El Paso Fire Department Special Operations Division Station, Solicitation 2023-0055R; and

**WHEREAS**, Dantex General Contractors, Inc. ("Contractor"), a Texas Corporation, submitted the proposal offering the best value for the City on the basis of the published selection criteria and on the ranking evaluations; and

**WHEREAS**, the City negotiated a contract with Contractor and desires to award the El Paso Fire Department Special Operations Division Station project, Solicitation 2023-0055R for construction manager-at risk services to Contractor; and

**WHEREAS**, the initial contract award will commence the preconstruction services and the parties understand that an amendment to establish the Guaranteed Maximum Price for the project will be subject to City Council approval.

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

**THAT** the City Manager is authorized to execute the construction manager-at risk agreement ("Contract") between the City of El Paso and Dantex General Contractors, Inc. ("Contractor"), a Texas Corporation, for the project known as the El Paso Fire Department Special Operations Division Station project, 2023-0055R, in an initial amount of \$5,500.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000.00 if the services are necessary for the proper execution of the project.

APPROVED this \_\_\_\_\_ day of \_\_\_\_, 2023.

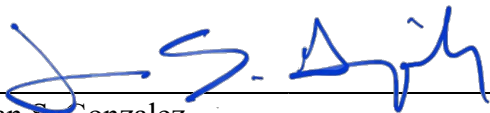
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser, Mayor

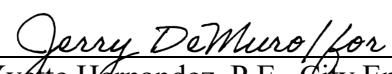
ATTEST:

\_\_\_\_\_  
Laura D. Prine,  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement  
  
\_\_\_\_\_  
Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
K. Nicole Cote, Managing Director  
Purchasing & Strategic Sourcing Dept.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONSTRUCTION MANAGER AT-RISK**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the:

**“Owner”**

The City of El Paso  
300 N. Campbell  
El Paso, Texas 79901  
(915) 212-2803

and

**“Construction Manager”**

Dantex General Contractors Inc.  
4727 Osborne Drive  
El Paso, Texas 79901

for the following Project:

2023-0055R El Paso Fire Department Special Operations Division Station

The Project Design Professional is:

Mijares Mora Architects Inc.  
111 N Festival  
El Paso, Texas 79912

The Owner’s Representative:

City of El Paso Engineer

The Owner and Construction Manager agree as follows:



## ARTICLE 1 - GENERAL PROVISIONS

### 1.01 *Contract Documents*

The Contract Documents are enumerated in the Standard Form of Agreement Between Owner and Construction Manager At-Risk (hereinafter the Agreement) and consist of the Agreement, General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of the Contract, performance and payment bonds, insurance rider, if any, and other documents listed in the Agreement and Modifications issued after execution of the Contract.

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Request for Qualifications, Request for Proposal, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.04 and Section 2.05 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Designer and furnished by the Owner. The Agreement, as described in this Section 1.01, represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

### 1.02 *Relationship of the Parties*

The Parties each agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing. The relationship between the Parties is intended to facilitate each Party's interest in the Project but is not intended in any way to create a fiduciary obligation between them.

- A. The Construction Manager agrees to cooperate with the Owner and Designer and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner. The Construction Manager shall (a) furnish efficient construction administration, management services and supervision; (b) furnish, at all times, an adequate supply of workers and materials; and (c) perform the Work in an expeditious and economical manner consistent with the Contract Documents.
- B. The Construction Manager is an independent contractor and shall not act on behalf of or in the name of the Owner except as may be provided in this Agreement or the Contract Documents and as expressly authorized by the Owner's Representative.

### 1.03 *Definitions*

Unless otherwise stated in this Section, the Terms used in this Agreement will have the meanings indicated in the General Conditions.

#### *A. Contract Documents*

The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements. The Contract Documents may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Construction Manager.

#### *B. Work*

The term "Work" means the preconstruction and construction services and performance items required to fulfill the Construction Manager's obligations under the Contract Documents, whether completed

or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Construction Manager. The Work may constitute the whole or a part of the Project.

**C. *Project***

The Project is the cumulative design and construction of the facility or improvements which the Work performed under the Contract Documents may be the whole or a part, and may include design and construction by the Owner, Designer, and by separate consultants and contractors.

**D. *Instruments of Service***

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Designer and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

**E. *Submittals***

A Submittal is any submission to the Owner for review and approval demonstrating how the Construction Manager proposes to conform to the Contract Documents for those portions of the Work for which the Contract Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Contract Documents unless incorporated into a Modification.

**F. *Owner***

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

**G. *Construction Manager***

A Construction Manager is a person or entity identified as such in the Agreement and is responsible for performing all or a portion of the construction required in connection with the Work for the Owner. The Construction Manager is referred to throughout the Contract Documents as if singular in number and means a Construction Manager or an authorized representative of the Construction Manager.

**H. *Engineer***

The individual or entity named as such in the Agreement. The individual or entity may be an employee of Owner, whether that individual holds the title of City Engineer or is an individual within the City Engineer’s department. In any event, the Engineer will serve as Owner’s agent during design and construction phases, and provide technical guidance and recommendations, subject to Owner’s approval.

**I. *Designer***

The Designer is a person or entity providing design services for the Owner for all or a portion of the Work, and is lawfully licensed to practice engineering in the applicable jurisdiction.

**J. *Guaranteed Maximum Price Amendment***

The Guaranteed Maximum Price (“GMP”) Amendment is executed after the Designer completes the design phase of services and Construction Manager provides the Owner with a GMP Proposal. Upon agreement to a proposal, the Owner and Construction Manager are required to execute the GMP Amendment, which becomes a part of the Agreement. The GMP Amendment establishes the Contract Sum and Contract Time and sets forth the agreed upon design documents and other information upon which the Contract Sum and Contract Time are based. In establishing the Contract Sum, the parties can choose a Stipulated Sum or Cost of the Work (with or without a GMP). If the parties choose Cost of the Work, the Amendment establishes the items included within the Cost of the Work.

## ARTICLE 2 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 2.01** The Construction Manager shall perform all preconstruction, procurement, construction, start-up and performance testing services required by the Contract Documents. The Construction Manager shall provide all material, equipment, tools, labor, and supervision and coordination necessary to complete the Work in full accord with and reasonably inferable from the Contract Documents. The Construction Manager shall be responsible for its own construction means, methods, techniques, sequences, and procedures unless the Contract Documents provide other specific instructions or requirements.

The Construction Manager shall permit only fit and skilled persons to perform the Work. The Construction Manager shall enforce safety procedures, discipline, security, and good order among persons performing all aspects of the Work. The Construction Manager shall maintain good order and cleanliness at the site.

### **2.02** *General Responsibilities*

- A. The Construction Manager shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.
- B. The Construction Manager, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.
- C. The Construction Manager shall designate in writing a representative who is authorized to act on the Construction Manager's behalf with respect to the Project. Such designation may not be changed without written notice to and approval of the Owner, such approval may not be unreasonably withheld.
- D. The Construction Manager shall perform the Work in strict accordance with the Contract Documents. This obligation shall be absolute. The Construction Manager shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents by the activities, tests, inspections or approvals of the Owner.
  - 1. The Construction Manager shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Construction Manager performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Construction Manager shall assume responsibility for such Work and shall bear the costs attributable to correction.
  - 2. Neither the Construction Manager nor any Subcontractor, Consultant, Engineer, Architect or Designer shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Construction Manager determines that implementation of any instruction received from the Owner, including those from the Designer, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Construction Manager shall notify the Owner and the Designer in writing. Upon verification by the Owner that a change to the Construction Documents is required to remedy the violation, the Owner and the Construction Manager shall execute a Modification in accordance with Article 4.
- E. The Construction Manager shall be responsible to the Owner for acts and omissions of the Construction Manager's employees, Consultants, Subcontractors, and their agents and employees, and other persons or entities performing portions of the Work.
- F. If part of the Work requires design, engineering, or other professional services of the Construction Manager or its consultants, or when applicable law requires that services be performed by licensed professionals, the Construction Manager shall provide those services through qualified, licensed professionals in accordance with the Texas Occupations Code and all applicable legal standards of care applicable to design professionals.

- G. The Owner and Construction Manager may agree, in consultation with the Engineer, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.
- H. *Prevailing Wage Rates*  
Construction Manager and any subcontractor shall pay not less than the general prevailing wage rates contained herein in Exhibit 1, to all laborers, workmen and mechanics employed by them in the execution of this contract in accordance with the General Conditions.
- I. *Apprenticeship Program*  
Construction Manager and any subcontractor shall also comply with the Owner's Apprenticeship Program attached and incorporated to this Agreement herein in Exhibit 2.

### **2.03 Preconstruction Phase**

- A. The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.
- B. The Construction Manager shall schedule and conduct regular meetings with the Designer and Owner to discuss such matters as procedures, progress, coordination, budget, and scheduling of the Work. The Construction Manager shall advise the Owner on proposed site use and improvements, selection of materials, and systems and equipment. The Construction Manager shall also provide the Owner with recommendations, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, cost effective schedule, life-cycle data, and possible cost reductions.
- C. During the Preconstruction Phase the Construction Manager shall review the Contract Documents to ascertain whether the components of the Project and its systems may be constructed without interference with each other or other elements and components of the Project. In the event conflicts between such systems are discovered, the Construction Manager shall promptly notify the Owner and the Engineer in writing. Failure to so notify will result in a waiver of any claims for additional time or compensation by the Construction Manager to the extent such interference impacts the Project during the construction phase. Further, any claims by the Construction Manager associated with conflicts of the systems addressed in this Section during the construction phase are waived if such conflicts could have been discovered through careful examination of the Contract Documents. The Construction Manager to be capable of using building information modeling.
- D. When Owner's Project requirements have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project Schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall coordinate and integrate into the Project Schedule the services of the Engineer, the Construction Manager, the Owner and any other governmental entities having jurisdiction over the Project. As the design proceeds, the Construction Manager shall update the Project Schedule to indicate proposed activity sequencing and duration, milestones, phases of the Work, issuance of construction documents, preparation and review of submittals, delivery of materials, construction, and substantial and final completion. In preparing the Project Schedule, the Construction Manager should provide notice to the Engineer and the Owner's upon the identification of items that could affect the Project's timely completion.
- E. When Owner's Project requirements have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project Schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall coordinate and integrate into the Project Schedule the services of the Engineer, the Construction Manager, the Owner and any other governmental entities having jurisdiction over the Project. As the design proceeds, the Construction Manager shall update the Project Schedule to indicate proposed activity sequencing and duration, milestones, phases of the Work, issuance of construction documents, preparation and review of submittals, delivery of materials, construction, and substantial and final completion. In preparing the Project Schedule, the Construction

Manager should provide notice to the Engineer and the Owner's upon the identification of items that could affect the Project's timely completion.

#### **2.04 Preliminary Cost Estimates**

- A. Based on the preliminary design and other design criteria prepared by the Designer, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Owner's and Designer's review and Owner's approval. Construction Manager to provide alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems. Construction Manager to ensure alternative materials and systems to be full and operating systems.
- B. At the completion of the Schematic Design, Design Development and Construction Documents, and upon written notice of such phase completion by the Engineer to the Construction Manager and the Owner, the Construction Manager shall prepare and update estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Owner's and Engineer's review and the Owner's approval. The Construction Manager shall inform the Owner and Engineer when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action to reduce costs and maintain the Project budget.

#### **2.05 Guaranteed Maximum Price Proposal**

- A. When the Construction Drawings and Specifications are between ninety-five and one hundred percent (95%-100%) complete, upon receipt of notice from the Engineer so indicating, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in the Contract Documents, and the Construction Manager's Fee. The Guaranteed Maximum Price proposal shall be submitted to the Owner no later than fifteen (15) days after 95%-100% completion notice. The Construction Manager's Guaranteed Maximum Price Proposal shall include the following:
  - 1. A list of the Drawings, Specifications, including all Addenda thereto, and other information, including the Construction Manager's clarifications and assumptions, upon which the Construction Manager's GMP Proposal is based;
  - 2. The proposed Contract Price, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Construction Manager's Fee, and other items that comprise the Contract Price;
  - 3. The proposed date the Construction Manager shall achieve Substantial Completion;
  - 4. An enumeration of any qualifications and exclusions, if applicable;
  - 5. A list of the Construction Manager's key personnel;
  - 6. The date on which the Construction Manager's Proposal expires (not less than 60 days), before such time that the Construction Manager may revise proposed pricing;
  - 7. A statement that the proposed Guaranteed Maximum Price is not based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a fixed fee basis; and
  - 8. If Owner requests, Construction Manager shall make available for inspection the documents and information that form the basis of the Guaranteed Maximum Price proposal.
- B. Submission of the Construction Manager's GMP Proposal shall constitute a representation by the Construction Manager that it has visited the site, evaluated the conditions and features of the site, made determinations relevant to construction relating to such evaluations, and become familiar with local



conditions under which the Work is to be completed.

- C. If the Owner and Construction Manager agree on a proposal, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment setting forth the terms of their agreement.
- D. To the extent that the Drawings and Specifications are anticipated to require further development by the Designer, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. The Construction Manager and Owner may put in place allowance for such further development of the Contract Documents. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

### **ARTICLE 3 - WORK FOLLOWING EXECUTION OF THE GUARANTEED MAXIMUM PRICE AMENDMENT**

#### *3.01 General*

Unless otherwise specified herein, all work performed pursuant to this Article shall be governed in accordance with the General Conditions.

#### *3.02 Construction*

- A. **Commencement.** Except as otherwise permitted in this Section, construction shall not commence prior to execution of the Guaranteed Maximum Price Amendment.
- B. If the Owner and Construction Manager agree in writing, construction may proceed prior to the execution of the Guaranteed Maximum Price Amendment. However, such authorization shall not waive the Owner's right to reject the Construction Manager's GMP Proposal.

#### *3.03 Concerning Subcontractors, Suppliers, and Others*

- A. The Construction Manager shall develop bidders' interest in the Project and may prequalify bidders. Any prequalification or award of subcontracts must conform with this Article 3, the General Conditions, and chapter 2269 of the Texas Government Code.
- B. All portions of the Work, other than minor work, shall be performed by trade contractors, subcontractors, or self-performed by the Construction Manager. For each major scope of work, the performing contractor shall be selected using competitive bids or competitive sealed proposals pursuant to chapter 2269 of the Texas Government Code. The Construction Manager shall include specific notices of the following statutory requirements in the information to bidders:
  - 1. The successful bidder's responsibility to provide workers' compensation insurance in accordance with chapter 406 of the Texas Labor Code;
  - 2. The successful bidder's responsibility to pay prevailing wages pursuant to chapter 2258 of the Texas Government Code Chapter 2258; and
  - 3. A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption verification or certificates.
- C. The information required with publication in Section 3.03.B is not exclusive. The Construction Manager may include other information in such notices at its discretion or as may be required by law.
- D. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all bids or proposals in a manner compliant with chapter 2269 of the Texas Government Code. On any portion of the Work for which the Construction Manager submits a bid or proposal to self-perform, the Owner shall receive and open the bids or proposals, in accordance with chapter 2269 of the Texas Government Code. After opening the bids or proposals, the Owner may meet with the Construction Manager to evaluate and rank the bidders or offerors. All bids or proposals shall be made public within seven (7) days after the date of

final selection.

- E. The Construction Manager shall prepare, for the Owner's and Owner's Engineer's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### **3.04 Consultation and Scheduling**

- A. The Construction Manager shall schedule and conduct progress meetings with the Owner, on a weekly basis, to review matters such as procedures, progress in construction, coordination, and scheduling of the Work.

B. *Progress Reports*

1. The Construction Manager shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Construction Manager, the Construction Manager shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- a. Work completed for the period;
- b. Project schedule status;
- c. Submittal schedule and status report, including a summary of outstanding Submittals;
- d. Responses to requests for information to be provided by the Owner;
- e. Approved Change Orders and Change Directives;
- f. Pending Change Order and Change Directive status reports;
- g. Tests and inspection reports as provided by owner and or related to the project ;
- h. Status report of Work rejected by the Owner;
- i. Status of Claims previously submitted in accordance with Article 14;
- j. Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and Reimbursable Expenses, if any;
- k. Current Project cash-flow and forecast reports; and
- l. Additional information as agreed to by the Owner and Construction Manager.
- m. Financial reports to include allowances and contingencies.

2. In addition, where the Contract Price is the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- a. Construction Manager's work force report;
- b. Equipment utilization report; and
- c. Cost summary, comparing actual costs to updated cost estimates.

3. The Construction Manager shall perform the Work in general accordance with the most recent schedules submitted to the Owner. The schedule shall be updated regularly and in advance of periodic Project meetings with the Owner and Owner's Engineer. Such schedules shall be posted at the Project meetings in a convenient location for review and approval by the Owner.

4. The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the

Construction Manager shall promptly report to the Engineer and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Engineer may require. Any failure by Construction Manager to report known deviations or noncompliance will result in a waiver of any associated claims by the Construction Manager and shall require the Construction Manager to indemnify and hold the Owner harmless for any costs associated with the Construction Manager's failure in this regard.

3.05 *Certifications*

If applicable and upon the Owner's written request, the Construction Manager shall obtain from its Consultants and Subcontractors, and furnish to the Owner, certifications with respect to the documents and services provided by Construction Manager's Consultants and Subcontractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Contract Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and Owner's Engineer shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications.

3.06 *Construction Manager's Submittals*

- A. Prior to submission of any Submittals, the Construction Manager shall prepare a Submittal schedule, and shall submit the schedule for the Owner's and Designer's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Engineer's schedule provided in this Section, (2) allow the Owner and Designer reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Construction Manager fails to submit a Submittal schedule, the Construction Manager shall not be entitled to any increase in Contract Price or extension of Contract Time based on the time required for review of Submittals.
- B. By providing Submittals the Construction Manager represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.
- C. The Construction Manager shall perform no portion of the Work for which the Contract Documents require Submittals until the Owner and Designer's have approved the respective Submittal.
- D. The Work shall be in accordance with approved Submittals. Work done in compliance of an approved Submittal does not relieve the Construction Manager of its responsibility to perform the Work consistent with the requirements of the Contract Documents and the design intent if the Work subject to an approved Submittal fails or is deemed defective by the Owner or Owner's Engineer. The Work may deviate from the Contract Documents only if the Construction Manager has notified the Owner and Owner's Engineer in writing of a deviation from the Contract Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Submittals or by the Owner's or Designer's approval of the Submittals.
- E. Any professional design services or certifications to be provided by the Construction Manager, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and Owner's Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

## ARTICLE 4 - CHANGES IN THE WORK

### 4.01 *General*

A Change Order or Change Directive may accomplish a change or Modification in the Work after execution of the Contract, and without invalidating the Contract, subject to the limitations stated in the General Conditions. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time.

## ARTICLE 5 - OWNER'S RESPONSIBILITIES

### 5.01 *General*

The Owner's responsibilities shall be governed in accordance with the General Conditions.

## ARTICLE 6- CONTRACT TIME AND COMPLETION

### 6.01 *General*

The Construction Manager's obligations with respect to the Contract Time shall be governed in accordance with the General Conditions, unless otherwise stated in this Article.

- A. Time limits stated in the Contract Documents are of the essence of the Contract. In all aspects of the Work, time is of the essence of the Contract. Additionally, time limits stated in the Project Schedule are of the essence. By executing the Guaranteed Maximum Price Amendment the Construction Manager confirms that the Contract Time is a reasonable period for performing the Work.
- B. The Construction Manager shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Construction Manager's failure to obtain insurance required under this Contract.
- C. The Construction Manager shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- D. The date of commencement of the Work shall be stated in a Notice to Proceed issued by the Owner. The date of commencement, as that term is used in the Contract Documents, shall mean the commencement of the Construction Phase which will be evidenced by the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.
- E. The Contract Time shall be measured from the date of commencement.
- F. ***Substantial Completion.*** The Construction Manager shall achieve Substantial Completion of the entire Work not later than **TBD** calendar days from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Construction Manager that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.
- G. ***Final Completion.*** The Construction Manager shall achieve Final Completion of the entire Work not later than **TBD** calendar days from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending

this Agreement. It is specifically understood and agreed to by and between Owner and Construction Manager that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

6.02 *Delays and Extensions of Time:* Unless otherwise set forth in this Section, Project delays shall be governed in accordance with the General Conditions.

- A. Claims relating to time shall be made in accordance with applicable provisions of Article 12 of the General Conditions.
- B. This Section 6.02 does not preclude recovery of damages for delay by Owner under other provisions of the Contract Documents.
- C. The Construction Manager shall receive no financial compensation for delay or hindrance of the Work. In no event shall the Owner be liable to the Construction Manager for any damages arising out of or associated with any delay or hindrance to the Work, regardless of the source of the delay or hindrance. The Construction Manager's sole remedy for delay or hindrance shall be an extension of time, provided the delay must be beyond the control and without the fault of negligence of the Construction Manager.
- E. The procedure for the determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied.
  - 1. The weather experienced at the Project site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.
  - 2. The unusually severe weather must actually cause a delay to the completion of the Project.
- F. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Construction Manager's activity durations provided in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
(1)	(3)	(0)	(1)	(1)	(2)	(0)	(8)	(5)	(1)	(1)	(2)

- G. For the duration of the Contract, the Construction Manager shall maintain in its daily reports an accurate and contemporaneous record of the occurrence of adverse weather and resultant impact to normally scheduled Work. Delay from adverse weather unless Work on the overall Project's critical activities is prevented for 50 percent or more of the Construction Manager's scheduled work day. The number of actual adverse weather days shall be calculated monthly. If the number of actual adverse weather delay days in a month exceed the number of days for that month as referenced above, the Owner upon notification by the Construction Manager, will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and a modification shall be issued in accordance with the Contract.

**H. *Liquidated Damages***

The Construction Manager acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Construction Manager further acknowledges and agrees that, if the Construction Manager fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will



sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Construction Manager agree that, if the Construction Manager shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Construction Manager agrees to pay the Owner as liquidated damages ("Liquidated Damages"), not as a penalty, for the damages that would be suffered by Owner as a result of delay the sum of:

- **TBD** and no/00 dollars for each consecutive calendar day after the date of Substantial Completion in which the Work is not completed.
- **TBD** and no/00 dollars for each consecutive calendar day after the date of Final Completion in which the Work is not completed.

## **ARTICLE 7 – CONTRACT PRICE**

### *7.01 General*

Owner shall pay Construction Manager in accordance with the General Conditions a Contract Price equal to Construction Manager's Fee (as defined in this Article) plus the Cost of the Work (as defined in this Article), subject to the GMP established in Section 7.05 hereof and any adjustments made in accordance with the General Conditions.

### *7.02 Construction Manager's Fee*

- A. Construction Manager's Fee shall be **TBD**% of the Cost of the Work as defined in Section 7.03, and as adjusted in accordance with Section 7.02.B below, and less any applicable discounts, rebates, refunds and other amounts received from the sale of surplus materials and equipment. Such Fee shall not be earned with respect to Construction Manager's in-house personnel. Soft Costs and travelling and lodging expenses and bonding and insurance cost as set forth in the Proposal of Construction Manager attached hereto. Such Soft Costs include (i) project manager, (ii) accounting personnel and services, (iii) construction supervisor, (iv) travel and out-of-office living expenses, including airfare, lodging, food, ground transportation, (v) administrative or overhead costs and expenses related to insurance and bonding not specifically by the Contract Documents.
- B. Construction Manager's Fee will be adjusted as follows for any Change Orders approved by Owner:
  - 1. For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Construction Manager shall receive a Fee of **TBD** percent (%) of the additional Costs of the Work incurred for that Change Order, exclusive of Construction Manager's Soft Costs as defined in Section 7.02.A.
  - 2. For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, Construction Manager shall receive no fee on that portion of the Cost of Work that is eliminated by any deductive Change Order.
- C. Amounts due for self-performed work shall include in The Cost of the Work a lump-sum cost for work competitively bid and awarded in accordance with the terms of this Agreement. For such scopes, the Construction Manager may not exceed five percent (5%) overhead and five percent (5%) profit in the lump sum amount.
- D. For any self-performance of minor work that is not subject to competitive bidding, Section 7.03 will control.

### *7.03 Cost of the Work*

The term Cost of the Work shall mean costs reasonably incurred by Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the following:

- A. Fees for direct employees of Construction Manager performing the Work at the Site or, with Owner's

agreement, at locations off the Site, calculated at the prevailing rates for such personnel.

- B. Fees for Construction Manager's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work at the prevailing rates for such personnel.
- C. Fees for Construction Manager's personnel stationed at Construction Manager's principal offices, but only to the extent said personnel are identified and compensated in accordance with the prevailing rates for such personnel.
- D. The reasonable portion of the cost of travel, accommodations and meals for Construction Manager's personnel necessarily and directly incurred in connection with the performance of the Work.
- E. Payments properly made by Construction Manager to Subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors.
- F. Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
- G. Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Construction Manager, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items. Costs for items not fully consumed by the Construction Manager shall mean fair market value. The actual cost of such excess materials as was originally billed to Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- H. Costs of removal of debris and waste from the Site.
- I. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.
- J. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Construction Manager at the Site, whether rented from Construction Manager or others, and incurred in the performance of the Work. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.
- K. Premiums for insurance and bonds required by this Agreement or the performance of the Work.
- L. All fuel and utility costs incurred in the performance of the Work.
- M. Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work. Provided that if the Owner is exempt from such taxes and provides a tax exemption certificate or certificates to Construction Manager that effect, no such taxes shall apply. The Construction Manager shall use that certificate to exempt any purchases made for the Work from otherwise applicable taxes. As such, the Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager which are exempted because of the Owner's tax exempt status. Subject to the above terms, the Construction Manager shall pay sales, consumer, use and similar taxes that are legally enacted, whether yet effective, at the time the

Guaranteed Maximum Price Amendment is executed.

- N. Costs for permits, royalties, licenses, tests and inspections incurred by Construction Manager as a requirement of the Contract Documents.
- O. Deposits which are lost, except to the extent caused by Construction Manager's negligence or default under this Agreement.
- P. Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property, except to the extent caused by Construction Manager or anyone performing Work on its behalf.
- R. Accounting and data processing costs related to the Work.
- S. Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- T. Costs incurred by Construction Manager to provide the payment and performance bonds, warranties and guarantees with respect to the Work as provided herein.
- U. Costs paid or incurred by the Construction Manager for payroll taxes, and insurance, provided such costs are based on wages and salaries included in the Cost of the Work under Section 7.03, and provided that such costs are directly attributable to work performed on this Project only and provided further that such costs do not exceed twenty-five percent (25%) of such wages and salaries.
- V. Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 14.03 of the General Conditions or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.03.

7.04 *Non-Reimbursable Costs* The following shall be excluded from the Cost of the Work:

- A. Compensation for Construction Manager's personnel stationed at Construction Manager's principal or branch offices, except as provided for in Sections 7.03.A, 7.03.B and 7.03.C hereof.
- B. Overhead and general expenses, except as provided for in Section 7.03 hereof, or which may be recoverable for changes to the Work.
- C. The cost of Construction Manager's capital used in the performance of the Work.
- D. If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.
- E. Any and all costs incurred by Construction Manager, including but not limited to costs for project management and costs to comply with the General Conditions, to the extent that such costs would cause the GMP to be exceeded.
- F. Costs for services incurred during the Preconstruction Phase.
- G. Construction Manager's fee of (TBD % on all self-performed scopes of work competitively bid and awarded to the Construction Manager.

7.05 *The Guaranteed Maximum Price ("GMP")*

A. *GMP Established Upon Execution of this Agreement*

Construction Manager guarantees that the total charge to Owner for completion of all Work shall not exceed the GMP of **TBD Dollars (\$\_\_\_\_\_)**. **Construction Manager agrees that it will be responsible for paying or absorbing all costs of completing the Work which exceed the GMP, as said GMP may be adjusted in accordance with the Contract Documents, including but not limited to the markups for Change Orders set forth herein.**

B. It is the intent of the parties that the GMP will be increased or decreased by any additive or deductive Change Orders that change the scope of the Work with commensurate changes to the Cost of Work in accordance with Article 4.

C. In the event of any "buy out" transactions, agreements by the Construction Manager with a subcontractor for the subcontractor's cost of its portion of the Work, then such savings shall be shared with the Owner in the following percentages: 50% to Owner, 50% to Construction Manager. Said savings shall be memorialized by appropriate change order. Documentation regarding such "buy out" transactions/agreements shall be subject to the Owner's audit and inspection rights set forth in the General Conditions. To qualify as a "buy out" under this provision, the savings must result from a negotiated price with an existing Construction Manager's subcontractor that lowers the cost of its portion of the Work.

**ARTICLE 8 - COMPENSATION AND PROGRESS PAYMENTS**

8.01 *General*

Payments to Construction Manager are governed in accordance with this Article and the General Conditions.

A. Construction Manager shall submit to Owner on the twenty fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Construction Manager's Application for Payment in accordance with the General Conditions.

B. Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with the General Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under the General Conditions.

C. If Construction Manager's Fee under Section 7.02.A hereof is a fixed amount, the amount of Construction Manager's Fee to be included in Construction Manager's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Construction Manager's Fee.

D. All payments to Construction Manager exclusive of those made directly by Owner to any vendor to Construction Manager will be made by electronic transfer to Construction Manager's bank account. Construction Manager shall promptly provide Owner with wire transfer instructions for the making of such wire transfers to Construction Manager's bank account.

8.02 *Retainage on Progress Payments*

Owner will retain five percent (5%) of each Application for Payment. Upon Substantial Completion of the Work, the retainage shall be reduced in accordance with the Guaranteed Maximum Price Amendment.

8.03 *Interest*

Timeliness and interest due on payments to the Construction Manager are subject to and controlled by Chapter 2251 of the Texas Government Code.

8.04 *Compensation for Work Performed Prior To Execution of Guaranteed Maximum Price Amendment*

- A. Unless otherwise agreed, payments for Work performed prior to Execution of the Guaranteed Maximum Price Amendment shall be made monthly. For the Construction Manager's performance of Work prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall compensate the Construction Manager as follows:
- B. Construction Manager shall be compensated an amount not to exceed **five thousand five hundred dollars (\$5,500.00)** for Preconstruction services provided prior to execution of the Guaranteed Maximum Price Amendment in accordance with Sections 7.02 and 8.05 herein. However, should this Agreement be terminated prior to the construction phase, Construction Manager shall be compensated in accordance with the General Conditions.
- C. Compensation for Reimbursable Expenses Prior To Execution of Guaranteed Maximum Price Amendment
  - 1. Reimbursable Expenses are in addition to compensation set forth in Section 8.04.A and 8.04.B and include expenses, directly related to the Project, incurred by the Construction Manager as follows:
    - a. Transportation and authorized out-of-town travel and subsistence;
    - b. Fees paid for securing approval of authorities having jurisdiction over the Project;
    - c. Postage, handling and delivery; and
    - d. Other Project-related expenditures, if authorized in advance by the Owner.
- D. Payments to the Construction Manager Prior To Execution of Guaranteed Maximum Price Amendment.
  - 1. Subject to the timeliness and interest provisions in the Government Code Chapter 2251, payments are due and payable to Construction Manager thirty-days following the certification of an application for payment by the Owner's Engineer.
  - 2. Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be provided to the Owner with each application for payment or invoice on which any charges for reimbursable expenses appears. Further, Construction Manager shall maintain, at its office, a complete record of all costs and accounting data generated in relation to Reimbursable Expenses and services performed for a period of five years following execution of the Guaranteed Maximum Price Amendment or termination of this Agreement, whichever occurs first. Upon request of Owner, and within a reasonable time following such request, Construction Manager will make available for inspection and duplication all records required to be maintained by this section or elsewhere in the Contract Documents.
- E. If the Owner terminates the Contract after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 8.04.B:
  - 1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
  - 2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 7.02; and
  - 3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

*8.05 Contract Price and Payment for Work Performed After Execution of Guaranteed Maximum Price Amendment*

- A. For the Construction Manager's performance of the Work after execution of the Guaranteed Maximum



Price Amendment, the Owner shall pay to the Construction Manager the Contract Price in current funds as agreed Section 7.02 herein and in the Guaranteed Maximum Price Amendment. Notwithstanding any terms to the contrary, the provisions of this Article and the General Conditions shall control the obligations of the Parties with respect to payments made pursuant to the Contract Documents.

- B. Should this Agreement be terminated after execution of the Guaranteed Maximum Price Amendment, Construction Manager shall be compensated in accordance with the terms contained in the General Conditions.

#### 8.06 *Construction Trust Funds*

- A. Construction Manager shall comply with the provisions of the Texas Trust Fund Act, Chapter 162 of the Texas Property Code. With respect to payments made by the Owner, such funds are considered Trust Funds and shall be safeguarded and used as represented by Construction Manager to pay any consultants and subcontractors that may be due payment pursuant to the schedule of values.

### **ARTICLE 9 - PAYMENT APPLICATIONS**

- 9.01 After execution of the Guaranteed Maximum Price Amendment this Article shall be governed by the General Conditions unless specified otherwise herein. To the extent there is a conflict between the terms of this Agreement and the terms of the General Conditions, this Agreement shall prevail.

#### 9.02 *Contract Price*

The Contract Price is stated in the Guaranteed Maximum Price Amendment.

#### 9.03 *Applications for Payment*

Applications for Payment shall be governed in accordance with the General Conditions.

#### 9.04 *Progress Payments*

Progress Payments shall be governed in accordance with the General Conditions.

- A. After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time limits required by the General Conditions.

- B. The Construction Manager shall pay each consultant, subcontractor, and other person or entity providing services or work for the Construction Manager no later than the time period required by the General Conditions.

#### 9.05 *Failure of Payment*

Failure of payment by Owner within the time limits required by the General Conditions shall entitle the Construction Manager to the remedies contained in Article 16 of the General Conditions.

### **ARTICLE 10 - FINAL COMPLETION**

- 10.01 Final completion shall be governed in accordance with the General Conditions, except as otherwise set forth in this Article.

- A. Timely final completion is an essential condition of this contract. Construction Manager agrees to achieve final completion of the Work within 30 days of the designated or extended substantial completion date. The date of Substantial Completion shall be fixed by this Agreement, unless modified by Change Order, and memorialized by a Certificate of Substantial Completion as provided in the General Conditions.

### **ARTICLE 11 - OWNERSHIP OF WORK PRODUCT, COPYRIGHTS AND LICENSES**

- 11.01 Ownership of work product, copyrights and licenses, if applicable, shall be governed in accordance with the General Conditions.

## **ARTICLE 12- CLAIMS AND DISPUTE RESOLUTION**

- 12.01 General Claims and dispute resolution will be governed in accordance with the General Conditions.

12.02 *Mutual Waiver of Consequential Damages* - Excluding losses covered by insurance required by the Contract Documents, the Owner and Construction Manager agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, loss of reputation, or insolvency. The Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, losses of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. To extent there is a conflict between the terms of this provision and the terms of the General Conditions, this provision shall prevail.

## **ARTICLE 13 - BONDS AND INSURANCE**

### *13.01 Insurance*

Construction Manager and Owner shall procure the insurance coverages set forth in the Insurance Exhibit 3 attached hereto and in accordance with Article 6 of the General Conditions.

### *13.02 Bonds and Other Performance Security*

In accordance with Article 6 of the General Conditions and Texas Government Code chapter 2253, Construction Manager shall provide performance bond and labor and material payment bonds.

## **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

### *14.01 Governing Law*

The Contract shall be governed by the law of the state of Texas.

### *14.02 Venue*

This Agreement is entered into and performed in El Paso County, Texas, and the Construction Manager and the Owner agree that mandatory venue for any legal action related to this contract shall be in the District Courts of El Paso County, Texas.

### *14.03 Successors and Assigns*

The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without the express written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract and the attempted assignment shall be of no legal force or effect as to the other party.

### *14.04 Written Notice*

- A.** Whenever any provision requires the giving of written notice, it will be deemed to have been validly given if:
1. Delivered in person by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;
  2. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or
  3. Delivered by electronic means with a correspondence confirmation of delivery or read receipt.

14.05 *Rights and Remedies*

- A. Duties and obligations imposed by the Contract Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act by the Owner or Construction Manager shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.06 *Interpretation*

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

This Agreement is entered into as of the day and year written above ("The Date of Execution"):

OWNER

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSTRUCTION MANAGER

By:  \_\_\_\_\_  
Title: President

**Exhibit 1 – Prevailing Wage Rates**

## Wages



### **NOTICE OF CLARIFICATION PREVAILING WAGE RATES “BUILDING,” “HEAVY,” AND/OR “HIGHWAY” CONSTRUCTION**

#### **El Paso Fire Department Special Operations Divisions Station** SOLICITATION No. 2023-0055R

Effective December 7, 2021, City Council passed a resolution adopting the City of El Paso Prevailing Wage Rates for “Building,” “Highway” and “Heavy” construction in accordance with Chapter 2258.022(a)(1) of the Texas Government Code.

- The City of El Paso Prevailing Wage Rates applicable to this project
- ANALYST Delete the following sentences if you are not using federal money:

The Building wage decision will apply to all buildings including any construction which connects them.

The Heavy/Highway wage decision will apply beyond the five (5) foot perimeters of the building(s) to the parking lot and access ramps that lead away from the buildings.

**\*\*\*APPRENTICES MAY BE REQUIRED FOR THIS PROJECT\*\*\***





## CITY OF EL PASO, TEXAS

### 2020 Building Wages

CLASSIFICATION	BASE WAGE	BENEFITS	HOURLY PREVAILING WAGE RATE	(8 HOURS) PER DIEM WAGE RATE
Asbestos/Lead Abatement/Mold Remediation	31.51	12.06	43.57	348.56
Automatic Fire Sprinkler Fitter, Certified	30.64	21.68	52.32	418.56
Block, Brick, and Stone Mason	17.97	0.00	17.97	143.76
Carpenters – Acoustical Ceiling Installation	17.36	0.00	17.36	138.88
Carpenter – Rough	17.64	0.00	17.64	141.12
Carpenter – All Other Work	17.40	0.00	17.40	139.20
Caulker / Sealers	11.29	0.00	11.29	90.32
Cement and Concrete Finishers	16.30	0.00	16.30	130.40
Commercial Truck Driver	14.75	0.00	14.75	118.00
Communication/Security Technician	16.50	2.12	18.62	148.96
Crane and Heavy Equipment Operator	31.05	0.00	31.05	248.40
Door & Hardware Specialist	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile Installers	14.40	0.00	14.40	115.20
Drywall Finishers & Tapers	15.55	0.00	15.55	124.40
Electrician	22.70	7.32	30.02	240.16
Elevator Installers and Repairers	31.35	15.10	46.45	371.60
Fence Erectors – Include with Skilled Labor	10.00	0.00	10.00	80.00
Floor Layers- Carpet and Resilient	12.87	0.00	12.87	102.96
Floor Layers- Specialty	13.00	0.00	13.00	104.00
Floor Layers - Wood	11.50	0.00	11.50	92.00
Glaziers	15.86	1.00	16.86	134.88
Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
Heating, Air Conditioning and Refrigeration Service Technician	31.14	12.43	43.57	348.56
Insulation Workers – Mechanical	31.26	11.96	43.22	345.76

<b>CLASSIFICATION</b>	<b>BASE WAGE</b>	<b>BENEFITS</b>	<b>HOURLY PREVAILING WAGE RATE</b>	<b>(8 HOURS) PER DIEM WAGE RATE</b>
Irrigator – Landscape, Certified	15.28	0.00	15.28	122.24
Laborer	13.13	0.58	13.71	109.68
Locksmith	12.00	1.35	13.35	106.80
Mechanic	17.00	0.00	17.00	136.00
Painters - Building	13.86	0.00	13.86	110.88
Paper Hanger	14.00	0.00	14.00	112.00
Pipe Layer (Utility)	18.00	0.00	18.00	144.00
Pipe Fitters and Steamfitters	23.53	9.02	32.55	260.40
Plaster, Stucco, Lather and EIFS Applicator	16.82	0.00	16.82	134.56
Plumber/ Medical Gas Installer	31.39	10.77	42.16	337.28
Reinforcing Iron and Rebar Workers	22.69	0.00	22.69	181.52
Roofers	16.00	0.00	16.00	128.00
Scaffolding Erector	13.69	0.00	13.69	109.52
Sheet Metal Workers	27.16	0.00	27.16	217.28
Structural Iron and Steel Workers / Metal Building Erector	25.57	13.24	38.81	310.48
Tile Setters	13.86	0.00	13.86	110.88

## 2020 BUILDING DEFINITIONS

1	<b>Asbestos/Lead Abatement/Mold Remediation</b>	Assembles work platform and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Positions portable air evacuation and filtration system inside work area. Cuts and scrapes asbestos, mold or paint from surfaces, using knife and scraper. Assists in demolition and deconstruction activities of buildings. Shovels asbestos, mold or paint into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, mold or paint, using vacuum, broom, and dust pan. Places asbestos, mold or paint in disposal bags and seals bags, using duct tape, loads bags into truck. Cleans and maintains tools, sampling equipment and lab equipment. Responsible for keeping site and grounds clean and neat. Performs daily equipment checks. Picks up necessary supplies and tools from warehouse as directed. Loads and unloads scrap materials into trucks and roll off boxes. Performs work safely in accordance with departmental safety procedures and operates equipment safely. Reports any unsafe work condition or practice to supervisor. Performs other related and non-related duties as assigned.
2	<b>Automatic Fire Sprinkler Fitter, Certified</b>	Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including: plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited: to underground supply, standpipes, fire pumps as well as overhead piping systems.
3	<b>Block, Brick, and Stone Mason</b>	Lay and bind building materials, such as: brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct, or repair walls, partitions, arches, sewers, and other structures. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification.
4	<b>Carpenters – Acoustical Ceiling Installation</b>	Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid.
5	<b>Carpenter – Rough</b>	Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways.

6	<b>Carpenter—All Other Work</b>	Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work.
7	<b>Caulker/Sealers</b>	Applies waterproofing agents or caulk to a variety of structures and materials.
8	<b>Cement and Concrete Finishers</b>	Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete wall units.
9	<b>Commercial Truck Driver</b>	Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required to unload truck.
10	<b>Communication/Security Technician</b>	Set-up, re-arrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring.
11	<b>Crane and Heavy Equipment Operator</b>	A worker who operates a crane or other types of heavy equipment to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Perform other related duties.
12	<b>Door and Hardware Specialist</b>	Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural grade wood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer's apprenticeship, or in factory training classes in the proper methods and techniques and requirements for the installation of Architectural Grade commercial wood and metal doors, frames and hardware in conformance with all local, state, and federal code.
13	<b>Drywall and Ceiling Tile Installers</b>	Apply plasterboard, or other wallboard to ceilings, or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters".

14	<b>Drywall Finishers and Tapers</b>	Seal joints between plasterboard or other wallboard, including bedding and texturing, to prepare wall surface for painting or papering.
15	<b>Electrician</b>	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete electrical installation. To include the installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels.
16	<b>Elevator Installers and Repairers</b>	Assemble, install, repair, or maintain electric or hydraulic freight or passenger conveyances including but not limited to elevators, escalators, dumbwaiters, moving walks and wheelchair lifts.
17	<b>Fence Erectors - Include with Skilled Labor</b>	Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock and stone fences.
18	<b>Floor Layers—Carpet and Resilient</b>	Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and VCT. Exclude wood floors and specialty floors.
19	<b>Floor Layers - Specialty</b>	Prepares surface, installs and finishes specialty floor material such as manufactured or engineered and laminated wood.
20	<b>Floor Layers - Wood</b>	Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish to include gymnasium and bowling alleys.

21	<b>Glaziers</b>	<p>Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and table tops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties.</p>
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22	<b>Hazardous Materials Removal Workers</b>	Identify, remove, pack, transport, or dispose of hazardous materials, including asbestos, lead-based paint, waste oil, fuel, transmission fluid, radioactive materials, contaminated soil, mold, et cetera. Specialized training and certification in hazardous materials handling or a confined entry permit are generally required. May operate earth-moving equipment or trucks.
23	<b>Heating, Air Conditioning and Refrigeration Service Technician</b>	Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic.
24	<b>Insulation Workers – Mechanical</b>	This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for; temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises. All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags.
25	<b>Irrigator- Landscape, Certified</b>	Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water.
26	<b>Laborer</b>	Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and Power Tool Operators (Including chipping guns, jackhammers and tampers), all material handling and clean-up, except refractory, chute/hose operator, raking, shoveling and vibrating, raking, shoveling, luting, ironing, dumping and spreading, trenching, material handling, back filling (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers.
27	<b>Locksmith</b>	Self-explanatory.

28	<b>Mechanic</b>	Maintains and repairs construction tools and equipment.
29	<b>Painters - Building</b>	Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers."
30	<b>Paper Hanger</b>	Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling.
31	<b>Pipe Layer (Utility)</b>	Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.
32	<b>Pipe Fitters and Steamfitters</b>	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings.
33	<b>Plaster, Stucco, Lather, and EIFS Applicator</b>	Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding.
34	<b>Plumbers/Medical Gas Installer</b>	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required.
35	<b>Reinforcing Iron and Rebar Workers</b>	Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.
36	<b>Roofers</b>	Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs.

37	<b>Sheet Metal Workers</b>	Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance, control boxes, drain pipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems.
38	<b>Structural Iron and Steel Workers/Metal Building Erector</b>	Rigging, raise, place, and unite iron or steel, prefabricated metal buildings precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, hand rails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers".
39	<b>Tile Setters</b>	Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Include surface preparation as necessary.
40	<b>Scaffolding Erector</b>	Erection of a temporary elevated platform (both supported and suspended) and its supporting structure (including points of anchorage) to be used for supporting employees or material or both.

- **Welder** - Receives rate prescribed for craft performing operation to which welding is incidental.
- **Fork Lift and Man Lift (boom and scissor)** - Receives rate prescribed for craft performing operation to which operation of this equipment is incidental.



## CITY OF EL PASO, TEXAS

### 2016 Paving and Street Construction, Dirt Work, Heavy Construction, Pipeline Work, Highway Wage Rates

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	(8 HOURS) PER DIEM WAGE RATE
Asphalt Distributor Operator	14.64	0.00	14.64	117.12
Asphalt Paving Machine Operator / Spreader Box Operator	14.20	0.00	14.20	113.60
Asphalt Raker	12.99	0.00	12.99	103.92
Backhoe Operator	15.95	0.00	15.95	127.60
Concrete Finishers (Paving and Structures)	13.88	0.00	13.88	111.04
Crane Operator, Lattice Boom	17.50	0.00	17.50	140.00
Crane Operator, Hydraulic	17.50	0.00	17.50	140.00
Electrician	23.09	0.00	23.09	184.72
Excavator Operator	16.10	0.00	16.10	128.80
Form Builder/Setter	15.02	0.00	15.02	120.16
Form Setter (Paving and Curb)	12.86	0.00	12.86	102.88
Front End Loader	14.82	0.00	14.82	118.56
Laborer	11.89	0.00	11.89	95.12
Laborer (Skilled)(Utility)	13.65	0.00	13.65	109.20
Mechanic	17.50	0.00	17.50	140.00
Motor Grader Operator (Fine)	17.54	0.00	17.54	140.32
Pipe Layer	12.94	0.00	12.94	103.52
Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker	17.00	0.00	17.00	136.00
Rock Mason	12.00	0.00	12.00	96.00
Roller Operator	13.70	0.00	13.70	109.60
Servicer	14.33	0.00	14.33	114.64
Truck Driver, Single Axle	13.19	0.00	13.19	105.52
Truck Driver, Tandem Axle	15.32	0.02	15.34	122.72
Utility Operator Grade 1	12.00	0.00	12.00	96.00
Utility Operator Grade 2	13.95	0.00	13.95	111.60
Welder, Certified/ Structural Steel Welder	13.83	0.00	13.83	110.64

All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.

## **2016 HEAVY / HIGHWAY DEFINITIONS**

1	Asphalt Distributor Operator	Drives distributor truck, sets spray bars and operates valves and levers to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties.
2	Asphalt Paving Machine Operator/Spreader Box Operator	Operates paving machine that spreads and levels asphaltic concrete on highway. Controls movement of machine, raises and lowers screed, regulates width of screed. Operates spreader box by adjusting hopper and strike-off blade so that gravel, stone or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.
3	Asphalt Raker	Distributes asphaltic materials evenly over road surface by hand-raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers (skilled and unskilled) when to add or take away material to fill low spots or to reduce high spots.
4	Backhoe Operator	Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
5	Concrete Finisher (Paving and Structures)	Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.
6	Crane Operator, Lattice Boom	A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

7	Crane Operator, Hydraulic	A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
8	Electrician	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete installation of wiring systems, works on overhead distribution systems and underground distribution systems. Includes installation of photovoltaic solar panels.
9	Excavator Operator	Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
10	Form Builder/Setter	Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is being placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties. Includes guardrail installation.
11	Form Setter (Paving and Curb)	Fits together, aligns and sets to grade metal and wooden forms for placement for concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties.
12	Front End Loader	Operates a rubber-tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
13	Laborer	A general term used on construction work covering many unskilled classifications requiring work of a physical nature. Performs a variety of work ranging from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, under the supervision of qualified personnel. Cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms and strip forms, unloads and transports reinforcing steel, cures newly poured



		concrete, assists pipelayers, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work under the supervision of qualified personnel. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Installs and maintains erosion control. Performs other related duties.
14	Laborer (Skilled) (Utility)	Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. Directs laborers in pouring concrete. Erects trench shoring and bracing. Installs, operates, and maintains watering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Is more or less a general utility construction worker. May be a second step in learning a skill. Includes Concrete/Granite Pump Operator, Concrete Saw Operator, Fence Erector, Flagger, and Sign Erector. Performs other related duties.
15	Mechanic	Assembles, assist set up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties.
16	Motor Grader Operator (Fine)	Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to bluetops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
17	Pipe Layer	Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.
18	Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker	Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. Erects and places reinforcing steel and fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit, including reinforcing members. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Gives direction to reinforcing steel worker apprentice or utility laborers. Performs other related duties.

19	Rock Mason	Constructs partitions, fences, walls, using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls, cutting or placing of rock in mortar or other similar material.
20	Roller Operator	Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact and smooth bituminous and flexible base materials and compact earth fills, subgrade, and all other types of materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
21	Servicer	Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May require a Commercial Driver's License if driving truck on public highways. Performs other related duties.
22	Truck Driver, Single Axle	Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
23	Truck Driver, Tandem Axle	Drives a tandem axle powered vehicle. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
24	Utility Operator Grade 1	Clam, ditching machine, side booms (except those in Grade 2), operator on dredges, cleaning machine, coating machine, blending machine, water-kote machine, equipment welder, track tractor, derrick, dragline, shovel, motor grader rough grade, Crawler tractor, foundation drill operator, crawler and truck mounted, and piledriver.

25	Utility Operator Grade 2	Pipe, gin truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor, farm tractor road boring machine, fork lift (industrial type), pot fireman (power agitated), straightening machine, boring machine, bombardier (track or tow rig), , hydrostatic testing operator, scraper, stalking machine, plant mix pavement roller operator, plant mix pavement, pneumatic motor operator. Concrete paving curing, float, texturing machine, subgrade trimmer, slip-form machine, milling machine, self-propelled sweeping machine, trenching machine, directional drill, trenching, screening plant, and joint sealer. Off Road Hauler, Pavement Marking Machine Operator Reclaimer/Pulverizer Operator, Slurry Seal or MicroSurfacing Machine Operator.
26	Welder, Certified/ Structural Steel Welder	Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Cuts, lays-out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. May assist in welding of permanent metal deck forms. Performs other related duties.

## Exhibit 2- Apprenticeship Program

## Apprenticeship Program

City construction contracts require that the construction contractors performing work for the City for such contract shall participate in a United States Department of Labor (“DOL”) certified apprenticeship program when the work required under the contract includes work that must be performed by any of the apprenticeable occupations listed in the City’s apprenticeship program adopted September 24, 2013, as amended, and the work involving such apprenticeable occupation has a value of **fifty thousand dollars** or more. Information relating to the apprenticeship program, use of apprentices and trades shall be submitted prior to the start of the work of the applicable occupations listed below. Prior to the start of the work of the applicable apprenticeable occupations listed below the contractor or the applicable subcontractor through the prime contractor shall provide written certification to the city that it is a sponsor or participant in a DOL approved apprenticeship program.

### Apprenticeable Occupations:

Bricklayer
Carpenter
Cement mason
Drywall applicator
Electrician
Glazier
Operating engineer
Painter
Pipefitter
Plasterer
Plumber
Roofer
Sheet metal worker
Structural worker/ironworker
Taper
Carpenter – Acoustical Ceilings
Cabinet Maker
HVAC
Insulation Worker
Electronic Technician
Elevator Installer & Repairer
Floor Layer
Locksmith
Tile and Marble Setter

The Contractor shall comply with the following:

1. Shall hire registered apprentices enrolled in a DOL certified apprenticeship program.
2. Shall not substitute helpers, unregistered apprentices or other substitutes to perform apprentice level work in place of registered apprentices.
3. Shall pay wage rates and benefit package for apprentices as determined by the apprenticeship program/DOL.
4. Shall comply with DOL requirements for the ratio of apprentices to journeymen.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probation employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to the entire work force under the registered program.

The Contractor shall furnish the City's Capital Improvement Department with sufficient information, which demonstrates that apprentices are employed pursuant to and individually registered in a bona fide apprenticeship program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the City wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the City wage determination for the work actually performed. Every apprentice must be paid at not less than the rates specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the City wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Bureau of Apprenticeship Training determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship & Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.



The Contractor shall post the prevailing wage rate schedules made part of this contract at each work site in a prominent location readily accessible to the workers through the duration of the project. In addition, the Contractor shall post a notice to be provided by the Capital Improvement Department Director regarding prevailing wage rates and the City of El Paso Apprenticeship Program, in English and Spanish, which shall be posted nearby the prevailing wage rates schedules.

The Contractor shall, in addition to all other information items to be provided to City, certify to City the names of all apprentices on the project; verification of their status as registered apprentices; and documentation as to their proper wage rates; and documentation as the journeyman-to-apprentice ratios for each trade as determined by the apprenticeship program.

No worker shall be discharged by the Contractor or Subcontractor or in any other manner discriminated against because such worker has filed an inquiry or complaint, has instituted or caused to be instituted any legal or equitable proceeding or has testified or is about to testify in any such proceeding under or relating to the apprenticeship program.

The Contractor and every subcontractor shall allow immediate entry, into all areas of the job site, by the Capital Improvement Department Director and his/her agents and representatives displaying and presenting proper identification credentials to the job site superintendent or his/her representative. While on the job site the Capital Improvement Department Director and his/her agents and representatives may inspect for all job site and regulations, including but not limited to those concerning safety, security and fire prevention. The Contractor and each subcontractor shall allow any employee to be interviewed at random, at any time and for any reasonable duration by the Capital Improvement Department Director and his/her agents and representatives to determine compliance with the provisions of this contract regarding the apprenticeship program. *The Contractor and each subcontractor shall allow access to its personnel and apprenticeship books and records, at any time and for any reasonable duration by the Capital Improvement Department Director and his/her agents and representatives to determine compliance with the provisions of this contract regarding the apprenticeship program.*

The City reserves the right to terminate this Contract for cause in the Contractor and/or any subcontractor shall breach any of these provisions regarding the apprenticeship program.

The Contractor shall cause these and any other appropriate provisions regarding the apprenticeship program to be inserted in all subcontractor relative to the work to bind the subcontractor to the same apprenticeship program requirements as are applicable to the Contractor.

**Exhibit 3 – Insurance Rider**

## Owner's Insurance Requirements of Contractor

### 1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$1,000,000 Per Occurrence</li> <li>▪ \$2,000,000 \$2,000,000 Products/Completed Operations</li> <li>▪ \$1,000,000 Personal And Advertising Injury</li> <li>▪ Designated Construction Project(s)</li> <li>▪ Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual Liability-Railroads \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence</li> </ul> <p>Required when a contractor is going to work on or within 50 feet of any "railroad property"</p>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CG 00 01</li> <li>▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13.</li> <li>▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing.</li> <li>▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state.</li> <li>▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> <li>○ Contractual Liability Limitation CG 21 39</li> <li>○ Amendment of Insured Contract Definition CG 24 26</li> <li>○ Limitation of Coverage to Designated Premises or Project, CG 21 44</li> <li>○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95</li> <li>○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43</li> <li>○ Any Classification limitation</li> <li>○ Any Construction Defect Completed Operations exclusion</li> <li>○ Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it</li> <li>○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage</li> <li>○ Any Habitational or Residential exclusion applicable to the Work</li> <li>○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured</li> <li>○ Any Punitive, Exemplary or Multiplied Damages exclusion</li> <li>○ Any Subsidence exclusion</li> </ul> </li> </ul>

Business Auto Liability	Amount of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ \$1,000,000 Per Accident</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CA 00 01</li> <li>▪ Arising out of any auto (Symbol 1), including owned, hired and nonowned</li> </ul>
Workers' Compensation and Employer's Liability	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ Statutory Limits</li> <li>▪ \$1,000,000 Each Accident and Disease</li> <li>▪ Alternate Employer endorsement</li> <li>▪ USL&amp;H must be provided where such exposure exists.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page</li> <li>▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.</li> <li>▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.</li> </ul>
Excess Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ \$5,000,000 Each Occurrence</li> <li>▪ \$5,000,000</li> </ul>	<ul style="list-style-type: none"> <li>▪ Such insurance shall be excess over and be no less broad than all coverages described above.</li> <li>▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.</li> </ul>
Professional Liability  Not Applicable for 2023-0055R	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ \$1,000,000 Each Occurrence</li> <li>▪ \$2,000,000</li> <li>▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss</li> <li>▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services.</li> <li>▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement.</li> <li>▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> <li>○ bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors</li> <li>○ habitational or residential operations</li> <li>○ mold and/or microbial matter and/or fungus and/or biological substance</li> <li>○ punitive, exemplary or multiplied damages.</li> </ul> </li> <li>▪ Any retroactive date must be effective prior to beginning of services for the Owner.</li> <li>▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.</li> </ul>

<p>Contractors Pollution Liability</p> <p>Not Applicable for 2023-0055R</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$1,000,000 Each Loss</li> <li>▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss</li> <li>▪ The policy must provide coverage for: <ul style="list-style-type: none"> <li>○ the full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Agreement</li> <li>○ loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall</li> <li>○ third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations;</li> <li>○ diminution of value and Natural Resources damages</li> <li>○ contractual liability</li> <li>○ claims arising from non-owned disposal sites utilized in the performance of this Agreement.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured.</li> <li>▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> <li>○ Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable.</li> <li>○ impaired property that has not been physically injured</li> <li>○ materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval.</li> <li>○ property damage to the work performed by the contractor</li> <li>○ faulty workmanship as it relates to clean up costs</li> <li>○ punitive, exemplary or multiplied damages</li> <li>○ work performed by subcontractors</li> </ul> </li> <li>▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work.</li> <li>▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years.</li> <li>▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.</li> </ul>
<p>Builders Risk</p>	<ul style="list-style-type: none"> <li>▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence.</li> <li>▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with</li> </ul>	<ul style="list-style-type: none"> <li>▪ Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds.</li> <li>▪ Such insurance shall cover: <ul style="list-style-type: none"> <li>○ all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling;</li> </ul> </li> </ul>

	<p>that other insurance being excess, secondary and non-contributing.</p> <ul style="list-style-type: none"> <li>▪ The policy must provide coverage for: <ul style="list-style-type: none"> <li>○ Agreed Value Included</li> <li>○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse Included</li> <li>○ Debris removal additional limit \$1,000,000</li> <li>○ Earthquake and Earthquake Sprinkler Leakage \$5,000,000</li> <li>○ Flood \$5,000,000</li> <li>○ Freezing Included</li> <li>○ Mechanical breakdown including hot &amp; cold testing Included</li> <li>○ Ordinance or law \$1,000,000</li> <li>○ Pollutant clean-up and removal \$ 25,000</li> <li>○ Preservation of property Included</li> <li>○ Theft Included</li> <li>• Deductible shall not exceed <ul style="list-style-type: none"> <li>○ All Risks of Direct Damage, Per Occurrence, except \$10,000</li> <li>○ Named Storm 2% subject to \$50,000 minimum</li> <li>○ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence \$100,000</li> <li>○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V \$100,000</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site;</li> <li>○ all property including materials and supplies on site for installation;</li> <li>○ all property including materials and supplies at other locations but intended for use at the site;</li> <li>○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and</li> <li>○ other Work at the site identified in the Agreement to which this Exhibit is attached.</li> <li>• No protective safeguard warranty shall be permitted.</li> <li>• The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: <ul style="list-style-type: none"> <li>○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;</li> <li>○ occupancy, in whole or in part;</li> <li>○ the date on which release of substantial completion is executed; or</li> <li>○ the date on which the insurable interests of Contractor in the Covered Property has ceased.</li> </ul> </li> <li>• A waiver of subrogation provision shall be provided in favor of all insureds.</li> </ul>
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## 2. General Insurance Requirements

### A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include subcontractors of any tier.
- iii. "Owner Parties" means (a) City of El Paso ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

### B. Policies.

- i. Contractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:



- a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
  - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
  - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
  - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
  - iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
  - v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

**C. Limits, Deductibles and Retentions**

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same

**D. Forms**

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.

**E. Evidence of Insurance. Insurance must be evidenced as follows:**

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
  - a. Owner as certificate holder at Owner's mailing address;
  - b. Insured's name, which must match that on this Agreement;
  - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
  - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
  - e. Additional Insured status in favor of Owner Parties;
  - f. Amount of any deductible or self-insured retention in excess of \$25,000;
  - g. Designated Construction Project(s) General Aggregate Limit;
  - h. Primary and non-contributory status;
  - i. Waivers of subrogation; and
  - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:

- a. General Liability policy and endorsement(s);

**F. Contractor Insurance Representations to Owner Parties**

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

**G. Insurance Requirements of Contractor's Subcontractors**

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

**H. Use of the Owners Equipment**

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

**I. Release and Waiver**

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which

should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

#### **Exhibit 4– List of Owner’s Permits**

None. Owner shall not have any duty to obtain any permits in connection with the Work. All required permits and other government authorizations required in connection with the Project are to be obtained by Construction Manager in the performance of the Work.

**Exhibit 5 – Forms of Payment Bond and Performance Bond**

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both.
  10. *Claim*—(a) A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Owner's decision regarding a Change Proposal; seeking resolution of a contractual issue that Owner has declined to address; or seeking other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Construction Documents* - The documents, consisting of Drawings and Specifications setting forth in detail the quality levels of materials and systems, including other written or graphic instructions used for construction of the Project.
13. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
14. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
15. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
16. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
17. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work. If the Work is to be performed using a Design-Build project delivery method, then any reference to the Contractor herein, shall mean the Contractor, Architect or Engineer comprising the Design-Build Team. If the Work is to be performed using a Construction Manager At-Risk (CMAR) project delivery method, then any reference to the Contractor herein, shall mean the Construction Manager.
18. *Cost of the Work*—See Paragraph 13.01 for definition.
19. *Design-Build Team (if applicable)*— Group comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.
20. *Design Consultant (if applicable)*- A qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.
21. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

22. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
23. *Engineer*—The individual or entity named as such in the Agreement. The individual or entity may be an employee of Owner, whether that individual holds the title of City Engineer or is an individual within the City Engineer's department, or may be an independent design consultant retained by Owner for the Project. In any event, the Engineer will serve as Owner's agent during design and construction phases, and provide technical guidance and recommendations, subject to Owner's approval.
24. *Field Order*—A written order approved by Owner and issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
25. *Final Completion* - The date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared in accordance with the General Conditions of Contract and the submission of all documents required by the General Conditions of Contract.
26. *Force Majeure Events* - Those events that are beyond the control of both Contractor and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, unusually severe weather conditions not reasonably anticipated, and other acts of God, not due to the negligence of the party claiming Force Majeure.
27. *GMP Exhibit* - That exhibit attached to the Agreement, which exhibit will have been agreed upon by Owner and Contractor prior to the execution of the Agreement. If the Work is to be performed using a Design-Build project delivery method, then the GMP Exhibit will be referred to as the Design-Build Amendment. If the Work is to be performed using a CMAR project delivery method, then this defined term will govern.
28. *GMP Proposal* - That proposal developed by Contractor in accordance with the Agreement Between Owner and Contractor with an option for a Guaranteed Maximum Price.
29. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
30. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
31. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

32. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
33. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
34. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
35. *Owner’s Project Criteria* – Criteria developed by or for Owner to describe Owner’s program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Build Teams performance of the Work. Owner’s Project Criteria may include conceptual documents, design criteria, performance requirements, prescriptive specifications, and Green Globes ® or other sustainable design criteria and other Project-specific technical materials and requirements.
36. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence, project critical path, project milestones, relationship and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
37. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
38. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
39. *Resident Project Representative*—The authorized representative of Owner assigned to assist Owner at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative. Owner’s Resident Project Representative may be the Engineer or Architect if Owner so designates.
40. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
41. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review and Owner’s approval of the submittals and the performance of related construction activities.

42. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
43. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
44. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
45. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
46. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
47. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer and subject to the Owner's approval, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
48. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
49. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
50. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
51. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to

Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

52. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
53. *Unit Price Work*—Work to be paid for on the basis of unit prices.
54. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents. If the Work is to be performed using a Design-Build project delivery method, then the Work also includes the design services required by the Contract Documents. If the Work is to be performed using a CMAR project delivery method, then the Work also includes the preconstruction services required by the Contract Documents.
55. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

#### 1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Day*:
  1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- C. *Defective*:
  1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.



D. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- E. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit for Engineer's review and - Owner's approval:
1. a preliminary Progress Schedule for indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, critical path, relationships between the Work, Work Milestones, and including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals to coincide with the progress schedule; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### 2.04 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. Should the Contractor or Owner wish to establish any Milestones that will be subject to individual schedules and/or completion dates, these Milestones shall be established at this conference and any Change Orders or contract modifications relating to the establishment of Milestones will be presented to the Owner for acceptance and execution by the Parties in accordance with the terms and provisions contained herein.

### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, Owner, and others as appropriate, will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and approved by Owner based on Engineer's recommendations.
1. The Progress Schedule will be acceptable to Engineer and Owner if it is cost loaded and provides an orderly progression of the Work to completion within the Contract Times, provides critical path, milestones, operation disruptions periods. Such acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

*2.06 Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, three-dimensional modeling (such as Building Information Models), and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure cloud-based construction management software application.
- B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

*2.07 Designation of Authorized Representatives*

- A. Prior to or within three (3) days of the Notice to Proceed, the Owner and Contractor shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Subject to Owner's approval, such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

*3.01 Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

*3.02 Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. If the Work is being performed using the CMAR project delivery method, then Contractor shall promptly report in writing to Engineer and Owner any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer subject to Owner's approval, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01. If the Work is being performed using the Design-Build project delivery method, then Contractor shall promptly make such report to the Owner.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer and Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer subject to Owner's approval, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Should Contractors perform the Work after discovery of such a conflict without reporting the conflict or before receipt of a clarification or interpretation by

Engineer, Contractor will be solely liable for any correction or other measures that may be required to overcome the conflict or bring the Work into compliance with the Contract Documents.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit via secure cloud-based construction management software application to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder. The Engineer will provide a recommendation to Owner who will ultimately approve or disapprove such Work.
- B. Engineer will, with reasonable promptness and with Owner's prior written approval, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

## ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence upon issuance of notice to proceed..

### 4.02 *Commencement of Performance*

- A. No Work shall be done at the Site prior to such date. Contractor may commence performance upon receipt of the Notice to Proceed and in accordance with any terms and dates contained therein.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Contractor shall note the location of all reference points and controls on a set of red-lined drawings or exhibits to be maintained at all time on the jobsite.

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit for Engineer's review and Owner's approval (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Contractor shall provide an updated cost loaded schedule with each Pay Application for Owner's review. Extensions to the Project Schedule that propose to increase Contract Time must be submitted for the Owner's approval and such approval must be reflected and memorialized in a written Change Order.
  - 3. The Contractor shall maintain a current Progress Schedule at the Project site. The current Progress Schedule shall be displayed at the site and shall be available for use and reference by the Owner, Engineer, and Contractor. The Contractor shall have weekly meetings with the Owner where the current Progress Schedule is reviewed and evaluated based on work performed in the past week and planned work for the following week. Should the Progress Schedule require an update or amendment as a result of these meetings, the Progress Schedule provided with the subsequent Pay Application shall so indicate.
  - 4. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.



- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Time. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. unusually severe weather conditions;
  - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### *5.01 Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### *5.02 Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
  - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS,

INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS FROM AND AGAINST ANY SUCH CLAIM, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER OR ANY OTHER PARTY INDEMNIFIED HEREUNDER TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY, OR BASED UPON, CONTRACTOR'S PERFORMANCE OF THE WORK, OR BECAUSE OF OTHER ACTIONS OR CONDUCT OF THE CONTRACTOR OR THOSE FOR WHICH CONTRACTOR IS RESPONSIBLE.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. Contractor accepts the responsibility to satisfy itself as to the soil conditions and nature and type of geological formations in and through which this Project will be constructed. Such information as may be obtained from the test borings and accompanying notations shown on the plans is merely for the guidance of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub-surface strata are infallible.
- B. Contractor waives any and all rights to make a claim against Owner relating to representations related to geotechnical data provided in the contract documents, plans and specifications for an amount above any time and price adjustments pursuant to Article 11 due to differing site conditions. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the

extent indicated and only for the point location of the test hole. Contractor shall make its own interpretation of the character and condition of the materials, which will be encountered. Contractor may, at its own expense, make additional surveys and investigations as it may deem necessary to determine conditions, which will affect performance of the Work.

C. *Reports and Drawings*: Owner will identify to the Contractor:

1. any reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. any drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

D. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified by Owner with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection

therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in Contract Times and Contract Price to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  - 2. Contractor shall not be entitled to any adjustment in the Contract Price and Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor submitted its Bid or entered into the Agreement with Owner for the Project; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times and Contract Price, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times and Contract Price, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Contract Documents:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings,



conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility.* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for, performance of the Work; subject, however, to the following:
  - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
  - b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. Contractor shall be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site regardless of whether such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work. Contractor may submit a Change Proposal pursuant to Article 11 regarding its entitlement to any adjustments in the Contract Price and or Contract Time for any associated cost for removal or remediation only if the Hazardous Environmental Condition encountered, uncovered, or revealed at the Site was not brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

- B. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- C. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and deduct all costs incurred from the contract balance or if no contract balance, may file a claim for costs.
- D. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- E. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- G. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE

RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE.

- H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6 – BONDS AND INSURANCE**

### *6.01 Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond in accordance with chapter 2253 of the Texas Government Code. Contractor shall also furnish such other bonds as are required by other specific provisions of the Contract.
- B. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds in a form acceptable to Owner. The surety on the bonds must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Texas, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide bonds from another surety, all of which shall comply with the requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

### *6.02 Insurance—General Provisions*

- A. Owner is self-insured as a municipality of the State of Texas.
- B. Contractor shall provide all insurance with required by Exhibit A to these General Conditions, Owner's Insurance Requirements.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### *7.01 Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of

construction, unless the Contract Documents give other specific instructions concerning these matters.

- B. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- C. At all times during the progress of the Work, Contractor shall keep a competent resident superintendent who shall not be replaced without written consent of Owner. Such consent shall not be unreasonably withheld. The superintendent shall supervise and direct all portions of the Work.

#### 7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.
- C. Prevailing Wages must be paid to all laborers on the Project. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage. The City of El Paso has performed and requires the use of its Wage Rate Determination. Such wage rate determination is available to Contractor and shall be the basis of any bids and payments to labor for the Project. If the Project involves federal funding, the Contractor is required to pay the higher wage as between the El Paso wage rate determination and the rates published by the U.S. Department of Labor pursuant to the Davis-Bacon Act.
- D. Certified payrolls demonstrating compliance with the prevailing wage requirements shall be maintained by the Contractor and all Subcontractors performing the Work. The Contractor is required to submit to the Owner a copy of all certified payrolls for any pay period with each Pay Application. Pursuant to Chapter 2258, Texas Government Codes, the Contractor shall forfeit as a penalty to the City of El Paso sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract, by him, or by any subcontractor under him. Furthermore, failure to provide certified payrolls may be grounds for withholding of funds and default as provided in sections 15.01 and 15.06 herein.

#### 7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and

incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer or Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer recommend the use of other items of material or equipment, or items from other proposed suppliers saving under the circumstances described below and subject to written approval by Owner.
  - 1. If Engineer in its discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, and provided Owner has authorized such determination, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the judge of acceptability, subject to Owner's approval. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination. Use of an unapproved "or-equal" item will render such Work defective and will be subject to Article 14 provisions.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer, with Owner's approval, authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and



- 3) be suited to the same use as that specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer will be the judge of acceptability. Subject to Owner's approval, no substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- E. *Effect of Engineer's Determination:* If Engineer and Owner approve the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- B. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- C. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- D. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- E. Contractor shall be solely responsible for pull planning scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- F. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- G. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- H. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.
- I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- J. If the construction manager at risk project delivery method is being utilized, the award of all Subcontracts shall be subject to the provisions governing competitive bidding of scopes of work in Texas Government Code Chapter 2269 and the applicable terms contained in the Agreement executed by the Parties.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. However, if the Contractor has reason to believe that the design, process or product required by the Owner is an infringement of a copyright or a patent, the Contractor shall be responsible for such any

loss on account thereof, unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Contractor, the Owner shall give prompt written notice to the Contractor.

- B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE NOT SPECIFIED IN THE CONTRACT DOCUMENTS.

#### *7.08 Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, fees, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. The Owner will waive the fees for any permits, licenses, and inspections issued by the City of El Paso. Contractor will be responsible for all utility costs and for re inspection fees.

#### *7.09 Taxes*

- A. The Owner enjoys tax-exempt status as a municipality. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings for the tax-exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

#### *7.10 Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses. However, Contractor has no responsibility or liability for determining whether the Work as described in the Contract Documents complies with applicable Laws or Regulations.

#### 7.11 *Record Documents*

- A. Contractor shall maintain in a secure cloud-based construction management software application and in safe place at the Site one printed record copy of all Drawings, Specifications, Schedules, Addenda, Meeting Agenda, Meeting Minutes, Project Financials Change Orders, Work Change Directives, Field Orders, Test Result, owner provided test results, owner provided field reports, Field Inspection Report, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer and Owner for reference. Upon completion of the Work, Contractor shall deliver these record documents to Owner. Delivery of a complete set of record documents to Owner is a condition precedent to Final Completion.

#### 7.12 *Safety and Protection*

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all Laws and Regulations regarding safety and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of

Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Upon recommendation provided by Engineer, if Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.
- B. In the event there is an accident involving injury to any individual on or near the Work, the Contractor shall notify Owner's Representative within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner, for the Owner's and Engineer's records, within forty-eight (48) hours of the event. Nothing in this section will relieve Contractor of its obligations and responsibilities with respect to an injury under any state and federal laws and regulations.

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. Reviewed, approved and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the

Contract Documents;

- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and Owner's approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
  1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
  2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's and Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.



- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer and Owner. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's and Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  3. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  4. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
  5. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer or Owner and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
  2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement

for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. The Contractor warrants and guarantees for one (1) year from Final Completion, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material and/or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion even if discovered more than one (1) year after Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal;
  - 6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- E. The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Final Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work which is defective or nonconforming, or the acceptance of nonconforming Work.
  - F. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
  - G. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
  - H. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
  - I. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of the Contractor to correct the Work, pursuant to the warranties provided, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### *7.18 Indemnification*

- A. TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, 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), INCLUDING THE LOSS OF USE RESULTING THEREFROM BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY DESIGN CONSULTANT, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY

OF THEM TO PERFORM ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

- B. CONTRACTOR SHALL DEFEND ANY ACTION OR PROCEEDING BROUGHT AGAINST OWNER BASED ON ANY CLAIM THAT THE WORK, OR ANY PART THEREOF, OR THE OPERATION OR USE OF THE WORK OR ANY PART THEREOF, CONSTITUTES INFRINGEMENT OF ANY PATENT (ENFORCEABLE IN THE UNITED STATES), COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT NOW OR HEREAFTER ISSUED ("IP RIGHT"). CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST ALL DAMAGES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES AWARDED AGAINST OWNER OR CONTRACTOR IN ANY SUCH ACTION OR PROCEEDING. CONTRACTOR AGREES TO KEEP OWNER INFORMED OF ALL DEVELOPMENTS IN THE DEFENSE OF SUCH ACTIONS.
- C. IF OWNER IS ENJOINED FROM THE OPERATION OR USE OF THE WORK, OR ANY PART THEREOF, AS THE RESULT OF ANY IP RIGHT SUIT, CLAIM, OR PROCEEDING, CONTRACTOR SHALL AT ITS SOLE EXPENSE TAKE REASONABLE STEPS TO PROCURE THE RIGHT TO OPERATE OR USE THE WORK WITH DUE CONSIDERATION OF THE MINIMIZING THE IMPACT ON OWNER'S OPERATIONS AND THE COST THEREOF. IF CONTRACTOR CANNOT SO PROCURE SUCH RIGHT WITHIN A REASONABLE TIME, CONTRACTOR SHALL PROMPTLY, AT CONTRACTOR'S OPTION AND AT CONTRACTOR'S EXPENSE, (I) MODIFY THE WORK SO AS TO AVOID INFRINGEMENT OF ANY SUCH IP RIGHT OR (II) REPLACE SAID WORK WITH WORK THAT DOES NOT INFRINGE OR VIOLATE ANY SUCH IP RIGHT.
- D. PROVIDED THAT OWNER IS NOT IN BREACH OF ITS CONTRACTUAL OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR FOR UNDISPUTED AMOUNTS, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ANY CLAIMS BROUGHT AGAINST OWNER OR AGAINST THE PROJECT AS A RESULT OF THE FAILURE OF CONTRACTOR, OR THOSE FOR WHOSE ACTS IT IS RESPONSIBLE, TO PAY FOR ANY SERVICES, MATERIALS, LABOR, EQUIPMENT, TAXES OR OTHER ITEMS OR OBLIGATIONS FURNISHED OR INCURRED FOR OR IN CONNECTION WITH THE WORK. WITHIN THREE (3) DAYS OF RECEIVING WRITTEN NOTICE FROM OWNER THAT SUCH A CLAIM HAS BEEN FILED, CONTRACTOR SHALL COMMENCE TO TAKE THE STEPS NECESSARY TO DISCHARGE SAID CLAIM, INCLUDING, IF NECESSARY, THE FURNISHING OF A PAYMENT BOND. IF CONTRACTOR FAILS TO DO SO, OWNER WILL HAVE THE RIGHT TO DISCHARGE THE CLAIM AND HOLD CONTRACTOR LIABLE FOR COSTS AND EXPENSES INCURRED, INCLUDING ATTORNEYS' FEES.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's and Owner's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's and Owner's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

7.20 *Contractor's Payment Obligations*

- A. Contractor shall pay each Design Consultant, Subcontractor, and other person or entity providing services or work for the Contractor no later than the time period required by chapter 2251 of the Texas Government Code, and in accordance with its contractual obligations to such parties, all the amounts Contractor has received from Owner on account of their work. Contractor will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer and Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the Owner must provide written notice to the Contractor of additional work that includes the scope of the work, general location, time-frame, and the identity of the party(ies) performing the work. Additionally, the Owner must provide or have provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility on behalf of the Owner to address coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in writing, the Contractor shall have responsibility for coordination among other parties at and adjacent to the Project Site. The Contractor shall ensure through such coordination that neither its Work, nor any other parties' work is delayed or impeded because of a lack of such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes



damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times and the Contractor performing its obligation pursuant to section 8.02.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO SUCH DAMAGE, DELAY, DISRUPTION, OR INTERFERENCE.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### *9.01 Communications to Contractor*

- A. For all Project and performance of Work matters, Owner will issue communications to Contractor through Engineer. However, Owner may, at its discretion, issue communications related to the Project directly to Contractor. In all such direct communications, Owner will endeavor to copy Engineer.

### *9.02 Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due in the manner and within the time limits proscribed by chapter 2251 of the Texas Government Code.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

9.06 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.07 *Evidence of Financial Arrangements*

- A. Within Thirty (30) days of executing the Agreement, Contractor may request, and Owner shall furnish, reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

9.08 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will act as the Owner's representative for Project administration during the construction period. Engineer shall not have the authority to bind the Owner as that authority lies with the Owner's designated representative, but Engineer may communicate on behalf of Owner in all Project matters.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of

Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

*10.03 Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in this Article 10.

*10.04 Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14, subject to Owner's approval.

*10.05 Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

*10.06 Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

*10.07 Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Subject to Owner's approval, Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Engineer's authority, responsibility and actions as Owner's representative shall not give rise to any liability to Contractor. Contractor expressly waives any claims it has against Engineer for the performance of its responsibilities as Owner's representative.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.
- C. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- D. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. A Change Order shall be used to amend or supplement the Contract Documents when the Parties agree to the amendment, supplement, modification to the scope of work, or change in the Contract Price or the Contract Times.
  - 2. *Work Change Directives:* A Work Change Directive may be issued by the Owner if the Parties cannot agree on a Change Order. A Work Change Directive may also be issued if the Parties expect that the change ordered by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times.
    - a. In the event the Owner has issued a Work Change Directive that the Parties subsequently agree shall be incorporated into a Change Order, the Contractor must submit its Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive.

- b. Adjustments to the Contract Price for Work performed pursuant to a Work Change Directive issued by the Owner without agreement of the Parties shall be governed by the provisions in section 11.04.
  - c. Upon receipt of a Change Directive, Contractor shall promptly proceed with the change in the Work involved.
3. *Field Orders:* Owner or Engineer (with Owner's approval) may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein. Provided the Construction Manager-At Risk project delivery method is being used, subject to Owner's prior written approval, Contractor may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Contractor shall promptly inform Owner and Engineer, in writing, of any such changes and record such changes on the documents maintained by Contractor.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Price shall comply with the

provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2) properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner; or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall not exceed 15 percent;
  - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall not exceed five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net



decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer and Owner to request an adjustment in the Contract Times or both Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer and Owner promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. Failure by Contractor to comply with this submittal procedure will constitute an express waiver of any Claim for relief.
  - 2. *Engineer's Action:* Engineer will review each Change Proposal with Owner and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Engineer's action on a Change Proposal will not have the effect of adjusting the Contract Time or Contract Price without express written approval of Owner and a memorialization of Engineer's Action in a Change Order. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of

Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

#### 11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 12 – CLAIMS**

#### 12.01 *Claims*

- A. The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver written notice directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. In the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The responsibility to substantiate a Claim shall rest with the party making the Claim. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, the mediation shall occur within 60 days of the agreement to mediate. However, the mediation may be stayed and its scope and schedule may be amended, provided that the mediation occur no later than 60 days following Final Completion. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules.
  3. Owner and Contractor shall each pay one-half of the mediator’s fees and costs.
  4. Mediation is a condition precedent to litigation before a court of competent jurisdiction or tribunal.
- E. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party.
- F. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise, that agreement should be memorialized in a Change Order if the Project is ongoing at the time of resolution and the agreement affects the Contract scope, price, or time.
- G. *Duty to Continue Performance:* Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work pending the final resolution of any dispute or disagreement between Contractor and Owner.

- H. The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise arising out of or related to the Contract in accordance with the requirements of this article 12, the dispute resolution provisions of article 17 and within the time period specified by applicable law. The Contractor waives all claims and causes of action not commenced in strict accordance with this Article.
- I. *Claims Arising After Final Payment:* If the Contractor intends to make a Claim for an increase in the Contract Price or Contract Time, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property. Failure to provide written notice of a Claim in accordance with this Article and other applicable provisions of the Contract Documents constitutes an express waiver by the Contractor of any right of recovery on such Claim.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### *13.01 Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  - 1. Payroll costs for employees in the employ of Contractor in the direct performance of the Work. Such employees shall include, without limitation, superintendents, foremen, project manager and other personnel employed full time. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation and health and retirement benefits applicable thereto.
  - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Supplemental costs including the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - c. Rentals of all construction equipment and machinery, and the parts thereof, approved by Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
    - d. The cost of utilities, fuel, and sanitary facilities at the Site.
    - e. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's employees, agents and other personnel not included in Paragraph 13.01.B, whether at the Site or in Contractor's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  4. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of

any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 13.02 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor and Owner the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Provided the Owner has approved such decision, Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.



## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer and Owner timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall be responsible for providing the services of an independent inspection and testing lab if the Contract Documents and Specifications so require.
- C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner.

- D. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.

- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work, subject to Owner's approval.
- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Subject to Owner's prior written approval, Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Owner shall be responsible for costs associated with requests for special testing to the extent uncovered work found to be in conformance.
- B. If any Work is covered contrary to the written request of Engineer or Owner, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, upon Owner's approval and Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

*14.06 Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

*14.07 Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer or Owner to correct defective Work, or to remove and replace rejected Work as required by the Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. If no payments are due to the Contractor or insufficient funds remain as part of the Contract Price then unpaid to the Contractor, the Contractor shall be liable to the Owner and shall promptly reimburse the Owner for all costs following written notice of the amount due to the Owner.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### *15.01 Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 25 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer and Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by an invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's

observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents; and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required certified payrolls, bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. liquidated damages, if applicable, or other damages resulting from delay have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - h. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action.

#### *15.02 Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, services, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens, claims, security interests, encumbrances, and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### *15.03 Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment. If the Agreement calls for a Design-Build project delivery method, the Contractor shall issue a certificate of Substantial Completion to the Owner.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. At that inspection, Owner and Engineer will review, supplement, and edit the initial punch list prepared by Contractor or prepare an additional punch list if Contractor has not yet provided a punch



list. If Owner or Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Owner and Engineer consider the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall set forth (i) the date of Substantial Completion, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. If Owner and Engineer do not consider the Work substantially complete, the Engineer shall notify Contractor of such, in writing, with a specific explanation of those portions of the Work that are the basis for determining the Work is not substantially complete. If the Agreement calls for a Design-Build project delivery method, the Contractor shall submit a preliminary certificate of Substantial Completion to the Owner.
- D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03 for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Owner or Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Owner or Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work.

4. No use or occupancy or separate operation of part of the Work by Owner will relieve Contractor of its insurance obligations under these Contract Documents.
- B. The Owner, at the Owner's sole option, shall have the right to take possession of and use any completed or partially completed portion of the Work regardless of the time for completing the entire Work. The Owner's exercise of such use and possession shall not be construed to mean that the Owner acknowledges that any part of the Work so possessed and used is substantially complete or that it is accepted by Owner, and the Owner's exercise of such use and possession shall not relieve the Contractor of its responsibility to complete all Work in accordance with the Contract Documents.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. In such case, Contractor must bear the cost of any additional Work or services of the Owner until the Work is determined to be finally complete.

#### 15.06 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer and Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled;
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights or claims arising out of the Work, and of Liens or claims filed in connection with the Work; and
  - f. a general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien or claim could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in claims, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien or claim, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from defective Work appearing after final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted, expressly reserved, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is in need of repair, adjustment, modification, correction, or found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

#### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall

be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

*16.02 Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply an Architect, Engineer, or sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Fails to make payment to the Consultants, Contractors, Subcontractors, or Suppliers for services, materials or labor in accordance with their respective agreements with the Contractor;
  - 3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
  - 4. Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor or vendor agrees that the contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter;
  - 5. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents; or
  - 6. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor and the Contractor's surety, if any, ten (10) days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default,
  - 2. exercise any rights afforded to it under the Contract Documents,
  - 3. give Contractor notice that the Contract is terminated; and/or
  - 4. enforce the rights available to Owner under any applicable performance bond.
- C. If Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient. If Owner chooses to complete the Work in accordance with this provision, Owner and Contractor expressly agree that Owner shall be exempt from publicly bidding the completion work pursuant to Sections 252.021 and 252.022 of the Texas Local Government Code.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if

Contractor within the ten (10) day cure period begins to correct its failure to perform and proceeds diligently to cure such failure.

- E. If Owner proceeds to complete the Work and/or correct the default, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Contractor will only be entitled to be paid for Work performed prior to its default. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such costs shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Contractor's default.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety.
- G. If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Paragraph 16.03 of the Agreement.

*16.03 Owner May Terminate For Convenience*

- A. Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid (subject to the GMP) for:
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and
  - 3. demobilization expenses.
- B. Contractor shall not be paid for any economic loss arising out of or resulting from such termination, except for those costs expressly identified above.
- C. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
  - 1. cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
  - 2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and



3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.
- D. If Owner terminates the contract for convenience and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in the Contract Documents.

#### *16.04 Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 180 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

#### *17.01 Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
  3. Reserved claims of Owner or Contractor under these Control Documents, including Article 12.
- B. *Final Resolution of Disputes:*
  1. For any disputes subject to this article, Owner and Contractor shall endeavor to resolve their Claims by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having

jurisdiction. Mediation is a condition precedent to litigation before a court of competent jurisdiction.

2. For any claim not resolved by mediation, the parties agree to submit such claims to the jurisdiction of the District Court of El Paso County, Texas for final dispute resolution.

## **ARTICLE 18 – MISCELLANEOUS**

### *18.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or
  3. delivered by electronic means with a corresponding confirmation of delivery or read receipt.

### *18.02 Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday or a legal holiday, the computation of time will conclude on the next business day.

### *18.03 Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by special warranty or guarantee, or by other provisions of the Contract.

### *18.04 Limitation of Damages*

- A. The Contractor and Owner waive claims against each other for the following damages arising out of or relating to this Contract. This mutual waiver includes:
  1. damages incurred by the Owner for loss of financing, business opportunity and reputation, and for loss of management or employee productivity or of the services of such persons; and
  2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- B. The damages limitation set forth in Paragraph 18.04.A above is not intended to affect the payment of liquidated damages, if applicable, or delay damages which both

parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be incidental to the Work.

*18.05 No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

*18.06 Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

*18.07 Controlling Law*

- A. This Contract is to be governed by the law of the state of Texas. However, the laws of the state in which Project is located, including applicable federal laws and governmental authorizations and permits issued with respect to the Work pursuant to state or federal law, shall pertain as to the duty of Contractor to construct the Work in compliance with legal requirements.

*18.08 Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions, and shall not in any way be construed to limit or alter the meaning of any provision.

*18.09 Prevailing Wage*

- A. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

*18.10 Right to Audit:*

- A. Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Agreement for four (4) years from the date of final payment under this Agreement.
- B. The Owner shall have the exclusive right to examine the records of the Contractor. The term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as

computer-readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:

1. The Contractor's compliance with contract requirements;
  2. The Contractor's compliance with the Owner's business ethics policies; and
  3. If necessary, the extent of the Work performed by the Contractor at the time of contract termination.
- C. The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article 18.10 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to subcontractors and sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Related Parties and all of the Contractor's subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.
- D. The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 18.10.
- E. If an audit inspection or examination in accordance with this Article 18.10 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor.

Contractor shall have the right to challenge the audit finding. If the audit findings were incorrect, Contractor shall not be responsible for the costs of the audit.

18.11 *Trust Funds*

- A. This Project is subject to the Texas Trust Fund Statute, chapter 162 of the Texas Property Code, and the Parties acknowledge that the payment obligations contained herein for the Contractor to receive funds from the Owner and then use those funds to pay such Subcontractors, Suppliers, Vendors, Consultants, and the like, are subject to the Trust Fund Statute and the Owner's audit rights outline in this Article 18.

18.12 *Severability*

- A. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

18.13 *Amendments*

- A. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

18.14 *Assignment*

- A. Contractor shall not, without the written consent of the Owner assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents, other than to an affiliate. An assignment to an affiliate shall not relieve the assignor of its obligations under this Agreement.

18.15 *Confidential Information*

- A. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (a) the transmitting party identifies as either confidential or proprietary; (b) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.
- B. A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

18.16 *Public Art Component*

- A. This Project is subject to the Owner's Public Art initiative and, as such, two percent (2%) of the Project budget, through separate funds, are devoted to the commission or acquisition and installation of a public art work. The Contractor expressly acknowledges that the Public Art component is part of the Work. The Contractor agrees to coordinate

with the Owner and the artist for installation of the art work at the direction of the artist and the Owner. The cost of such coordination, direction and installation shall be born by Contractor and are part of the Contract Price.

*18.17 Open Records Act/Texas Public Information Act Requests*

- A. The Contractor recognizes that this Project is publicly owned and the Owner is subject to the disclosure requirements of the Texas Public Information Act ("TPIA"). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner's obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the Owner's audit rights in section 18.10.
- B. 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.





# Construction Manager at Risk (CMAR)

El Paso Fire Department

Special Operations Division Station

Solicitation No: **2023-0055R**

January 31, 2023

Strategic Plan Goal:

No. 2 – Set the Standard for a Safe and Secure City

*2.3 – Increase Public Safety Operational Efficiency*

# Project Details

Location	222 S Campbell, El Paso Texas 79901
District:	8
Construction Estimate:	\$ 17,000,000
Funding Source:	2019 Public Safety Bond



# Project Background

- The Fire Department Special Operations Division Station will consolidate Technical Rescue, Hazardous Materials Response, Search and Rescue, and Water Rescue functions of the Department currently housed in Fire Stations 1, 9 and 11.





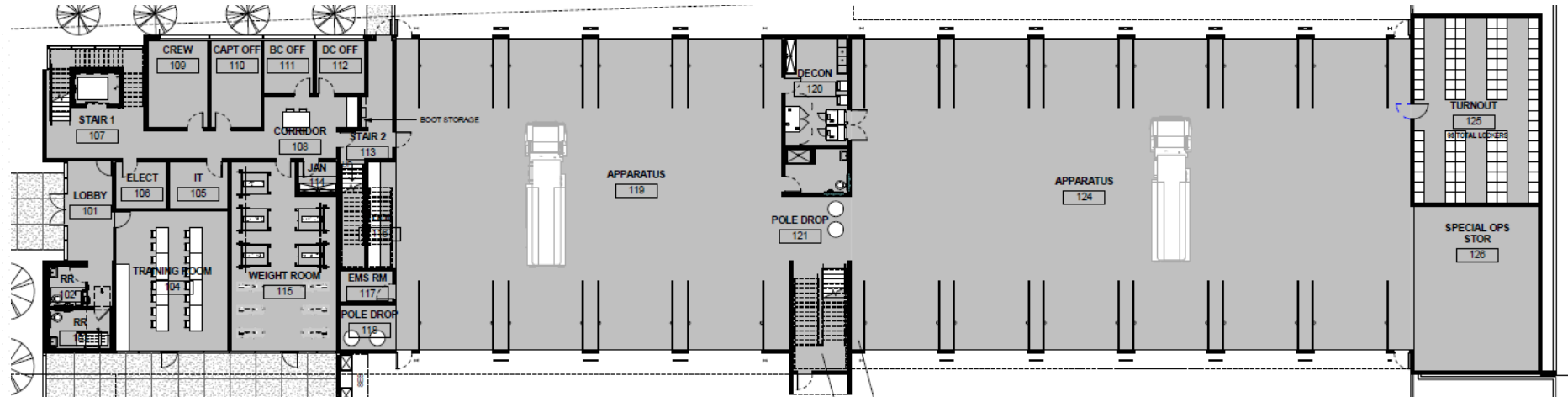
# Project Location



## Facility Features

- 10 Apparatus bays
- Conference/Training room
- Weight room
- Rescue Training Tower
- Battalion Chief Office
- Deputy Chief Office
- Captains Office
- Kitchen/Day Room
- Men's/women's Locker Rooms
- Fire Fighters Dorm Rooms w/ 52 beds
- Battalion Chief Dorms w/ 3 beds
- Deputy Chief Dorm w/ 3 beds
- Captain Dorm w/ 5 beds







# Project Requirements

- A CMAR is brought on during the design phase of a project to perform constructability reviews, value engineering, and develop realistic cost estimates and to establish the construction cost, schedule, means and methods.
- A CMAR executed in two phases: Pre-construction Services and Construction. At the conclusion of pre-construction services the contractor provides a guaranteed maximum price (GMP). Should the City fail to agree on a GMP the Construction Services phase of the contract is not awarded



# Procurement Summary



- Solicitation advertised on June 7, 2022
  - Five (5) firms submitted statements of qualifications, four of the five are local firms
- Recommendation
  - That the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2023-0055R El Paso Fire Department Special Operations Division Station to Dantex General Contractors, Inc. for an initial amount of \$5,500.00 for preconstruction services;
  - City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000 if the services are necessary for the proper execution of the project. This contract will provide preconstruction services for the El Paso Fire Department Special Operations Division Station.



# Mission

Deliver exceptional services to support a high quality of life and place for our community



# Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



# Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

## Misión

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

## Valores

Integridad, **R**espeto, **E**xcelencia,  
**R**esponsabilidad, **P**ersonas

## Visión

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



Legislation Text

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File #: 23-188, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

Members of the City Council, Representative Chris Canales, (915) 212-0008

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

**AGENDA LANGUAGE:**

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

Discussion and action to approve a Resolution to create the appropriate City Policy which honors and protects the right of pregnant people, to include the following:

- |   |
|---|
| 1. Taxpayer Dollars shall not be used frivolously for programs or efforts to criminalize people who seek or aid abortion. |
| 2. City funds shall not be used to solicit, catalog, report, or investigate reports of abortion.                          |
| 3. Police shall make investigating abortion their lowest priority.  |

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

**DEPARTMENT:** MAYOR AND COUNCIL

**AGENDA DATE:** January 31, 2023

**CONTACT PERSON NAME AND PHONE NUMBER:**

City Representative Aleksandra Annello, 915-212-0002

City Representative Chris Canales, 915-212-0008

City Representative Henry Rivera, 915-212-0007

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** (Goal 2 - Set the Standard for a Safe and Secure City)  
(Goal 8 - Nurture and Promote a Healthy, Sustainable Community)

**SUBJECT:**

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

Discussion and Action to approve a resolution to create the appropriate City Policy which honors and protects the right of pregnant people, to include the following:

1. Taxpayer Dollars shall not be used frivolously for programs or efforts to criminalize people who seek or aid abortion.
2. City funds shall not be used to solicit, catalog, report, or investigate reports of abortion.
3. Police shall make investigating abortion their lowest priority.

**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



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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

## RESOLUTION

**WHEREAS**, the El Paso City Council honors the right of pregnant persons to bodily autonomy and control over their private medical decisions; and

**WHEREAS**, access to safe and legal abortion is a major factor in the long-term health, safety, and quality of life of pregnant people; and

**WHEREAS**, the Supreme Court of the United States has overturned the landmark ruling, *Roe v. Wade*, which previously prevented individual states from directly banning such care; and

**WHEREAS**, on June 16, 2021, Texas Governor Greg Abbott signed into law HB 1280, which took effect statewide 30 days after *Roe v. Wade* was overturned; and

**WHEREAS**, said Act criminalizes abortion at the level of a first-degree felony, carrying a sentence of up to 99 years in prison, with no exceptions for rape and incest; and

**WHEREAS**, people have a basic human right to medical treatment, up to and including abortion; and

**WHEREAS**, eliminating legal access to abortion has been empirically proven to dramatically increase the risk of death, bodily injury, and infertility, while doing little to reduce the incidence of abortion; and

**WHEREAS**, the resources of the City must always be dedicated to the health and wellbeing of its residents; and

**WHEREAS**, in the 1973 *Roe v. Wade* majority opinion, Supreme Court Justice Harry Blackmun stated, “[The] right of privacy, whether it be founded in the Fourteenth Amendment’s concept of personal liberty and restrictions upon state action, as we feel it is, or, as the District Court determined, in the Ninth Amendment’s reservation of rights to the people, is broad enough to encompass a woman’s decision whether or not to terminate her pregnancy”; and

**WHEREAS**, the right to privacy should protect doctors, patients, and all others involved in care from any criminal investigation, as long as those decisions occur without coercion, force, or negligence; and

**WHEREAS**, equitable access to abortion care requires financial and logistical support, most often provided by abortion funds and practical support organizations who have been targeted for providing these services; and

**WHEREAS**, the City has a responsibility to protect its residents from any violation of their human rights and any prosecution for the free exercise thereof.

### **NOW, THEREFORE, THE COUNCIL OF THE CITY OF EL PASO HEREBY RESOLVES:**

The El Paso City Council formally condemns any action intended to abrogate the fundamental liberties of its people and affirms its commitment to protecting people’s right to make reproductive health decisions for themselves and their families, including abortion care.

### **BE IT FURTHER RESOLVED:**

It is the policy of the City that, except to the extent otherwise required by state or federal law, City resources, including, for example, funds, personnel, or hardware, will not be used to:

- Create any record of any information related to an individual seeking abortion, miscarriage, or any other event that could be prosecuted as a violation of state law criminalizing or creating civil liability for pregnancy outcomes;
- Provide information to any other governmental body or agency about pregnancy outcomes, unless such information is provided to defend the patient's right to reproductive care, including abortion care, or the healthcare provider's right to provide such care; and
- Conduct surveillance or use any electronic surveillance device, hardware, or software that is capable of collecting, capturing, recording, retaining, processing, intercepting, analyzing, monitoring, or sharing audio, visual, digital, location, thermal, biometric, behavioral, or similar information or communications specifically associated with, or capable of being associated with, any specific individual or group; or any system, device, or vehicle that is equipped with an electronic surveillance device, hardware, or software for the purpose of determining whether an abortion has occurred, except for the collection of aggregated data without personal identifying information or personal health information for purposes unrelated to criminal investigation, enforcement, or prosecution.

It is the intention of the City of El Paso that this policy does not apply in cases of conduct that is criminally negligent to the health of the pregnant person seeking care or where coercion or force is used against the pregnant person.

**BE IT FURTHER RESOLVED:**

It is the further policy of the City that investigation of or support for the prosecution of any allegation, charge, or information relating to a pregnancy outcome or any party thereto will be the lowest priority for enforcement and the use or assignment of resources and personnel, except in cases of conduct that is criminally negligent to the health of the pregnant person seeking care, where coercion or force is used against the pregnant person, or where the pregnancy outcome is not the crime being investigated but evidence of another crime, such as sexual assault.

**BE IT FURTHER RESOLVED:**

That the City Manager is directed and permitted to take appropriate steps to implement this resolution and to provide an oral presentation and written report to Council on the implementation of this resolution, including changes to policies and procedures, by March 27, 2023, and to provide a written report to Council on the implementation of this resolution by May 23, 2023. The City Manager may return to the council for authorization of any needed policy clarifications or changes in the event of future changes to federal law, state law, or technology that affect this resolution.

*(Signatures on the following page)*

**APPROVED** this \_\_\_\_ day of January, 2023.

**CITY OF EL PASO**

---

Oscar Leeser  
Mayor

**ATTEST:**

---

Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



---

Evy A. Sotelo  
Assistant City Attorney



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 23-180, Version: 1**

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

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

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

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

##### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

Discussion and action regarding a Resolution that the City of El Paso re-appoint to the Camino Real Regional Mobility Authority Silvestre Reyes to Position 2, James L. Smith to Position 4, and Dorothy M. Byrd to Position 6 whose terms will expire on February 1, 2025.

## RESOLUTION

**WHEREAS**, by Resolution of March 13, 2007, the City Council of the City of El Paso created the Camino Real Regional Mobility Authority (CRRMA) and named its initial Board;

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

**WHEREAS**, in an effort to insure the continuity of the CRRMA through the avoidance of any vacancies in City-appointed positions of the CRRMA Board, the City Council desires to make reappointments to Positions 2, 4 and 6, which shall become effective on January 31, 2023;

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

That the City of El Paso hereby reappoints the following board members to the Camino Real Regional Mobility Authority Board for the positions identified below, each of which shall take effect on January 31, 2023:

1. Silvestre Reyes, Position 2, term expiring on February 1, 2025;
2. James L. Smith, Position 4, term expiring on February 1, 2025; and
3. Dorothy M. Byrd, Position 6, term expiring on February 1, 2025.

**APPROVED THIS \_\_\_\_ OF JANUARY 2023.**


**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leoser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Karla M. Nieman  
City Attorney



### **The Honorable Silvestre Reyes Bio**

The Honorable Silvestre Reyes was elected to the U.S. House of Representatives in 1996, becoming the first Hispanic to represent El Paso in Congress. Reyes was born and raised in the community of Canutillo in El Paso's Upper Valley. One of nine children of Rafael and Estela Reyes. Reyes has been married to his beautiful wife Carolina for 45 years. Together they have three children and six grandchildren. He is known as "Silver" by his friends and colleagues.

After serving his country in Vietnam, Reyes committed his life to public service, beginning his 26 1/2 years of service in the U.S. Border Patrol in 1969. Beginning his career as an agent, he was tapped to be the Assistant Regional Commissioner in Dallas, where he administered \$100 million in programs over a 13 state area before being promoted to Sector Chief. From 1984 to 1995, Reyes led Border Patrol efforts in McAllen and then El Paso, two of the agency's busiest and most important sectors. As a chief, he quickly became known as one of the government's strongest, most effective and innovative border policy leaders. In McAllen and El Paso, Reyes initiated forward-thinking programs such as the Border Patrol's National Anti-Drug School Education Program, the Border Patrol's Canine Program, and Operation Hold the Line. Operation Hold the Line continues as part of the Department of Homeland Security's Bureau of Customs and Border Protection strategy for the entire Southwest border and earned Reyes recognition from the White House, Congress, Department 26 1/2 years of service in the U.S. Border Patrol in 1969. Beginning his career as an agent, he was tapped to be the Assistant Regional Commissioner in Dallas, where he administered \$100 million in programs over a 13 state area before being promoted to Sector Chief. From 1984 to 1995, Reyes led Border Patrol efforts in McAllen and then El Paso, two of the agency's busiest and most important sectors. As a chief, he quickly became known as one of the government's strongest, most effective and innovative border policy leaders. In McAllen and El Paso, Reyes initiated forward-thinking programs such as the Border Patrol's National Anti-Drug School Education Program, the Border Patrol's Canine Program, and Operation Hold the Line. Operation Hold the Line continues as part of the Department of Homeland Security's Bureau of Customs and Border Protection strategy for the entire Southwest border of Justice, and Immigration and Naturalization Service, as well as numerous local, state, national and international organizations.

Reyes ran for Congress to give the border region a higher profile in Washington and to secure needed resources for El Paso. During his eight terms on the job, he emerged as a leader on intelligence, immigration and border, military, and veteran's issues, often authoring key provisions of major legislation. As the second highest ranking Democrat on the Armed Services Committee, Congressman Reyes was the top Ranking Member of the Tactical Air and Land Forces Subcommittee which has jurisdiction over Army programs. A senior member of the Readiness Subcommittee, Congressman Reyes supported over \$5 billion in military construction for Fort Bliss and secured legislative authorization of a new \$1 billion William Beaumont Army Medical Center. As the 3rd most senior Democrat on the Veterans Affairs

Committee and a member of the Health Subcommittee, Congressman Reyes worked to improve care for El Paso veterans.

Much of Reyes' hard work in Washington culminated in the 2005 Base Realignment and Closure Commission decision which directed that the 1st Armored Division, four brigade combat teams, and a combat aviation brigade be stationed at Fort Bliss. The addition of 24,000 soldiers at Fort Bliss has increased the annual impact of the post on the El Paso economy from \$1.7 billion to a \$6.7 billion annual economic boost beginning in 2013. In addition, Reyes is proud of his accomplishments for El Paso, the border, and the country in other fields, such as immigration and border security, border commerce, small business, education, water and flood control, and healthcare, among others. He has focused on reducing wait times at El Paso's international bridges; legislated to broaden opportunities for El Paso small businesses; fought to bring good teachers to high-need areas like El Paso and millions of dollars to Hispanic Serving Institutions like UTEP and EPCC; secured tens of millions of dollars for El Paso water, wastewater, storm water, and flood control infrastructure; and advocated for doctors and patients and healthcare along the border.

On January 3, 2007, as Democrats took back control of Congress, Reyes assumed the Chairmanship of the House Permanent Select Committee on Intelligence, the influential committee that oversees the nation's intelligence community. He was one of two Hispanic Members of Congress to chair full committees. Reyes worked to protect our security and personal freedoms. Moreover, after the nation was misled into an ill-advised war on the back of flawed intelligence, he has reestablished effective and responsible Congressional oversight of the nation's 16 intelligence agencies.

Reyes is a past Chair of the Congressional Hispanic Caucus (CHC), was appointed Vice Chair of the Democratic Task Force on Homeland Security by the House Democratic Leadership, and serves on the Democratic Faith Working Group and the Democratic Whip Team. He is also a founding member of the Missing and Exploited Children's Caucus, the Congressional USO Caucus, and the Diversity and Innovation Caucus, and serves on a variety of other caucuses and coalitions.

In addition, he is an active member of the U.S.-Mexico Inter-parliamentary Group. Reyes has been honored many times by organizations such as the El Paso Hispanic Chamber of Commerce, the Mexican-American Bar Association, the Hispanic Association of Colleges and Universities, the Border Environmental Cooperation Commission, the Pan American Health Organization, the National Parks Conservation Association, and the National Association of Public Hospitals, among many others. He was El Paso Inc.'s 2006 "El Pasoan of the Year."

Reyes lives in El Paso with his wife Carolina and spent 16 years commuting to Washington to represent El Paso. He grew up in Canutillo, in El Paso's Upper Valley, and learned a lot about values like hard work, service to our community and country, and the blessings of family and friends. They have three grown children: Monica, Rebecca and Silvestre Jr. They are also the grandparents of Amelia, Mateo, Julian, Orlando, Jackie & Frank and great grandparents to Zanaya and Shiloh. Reyes is currently a principal of Reyes Solutions and Consulting (RSC), working on projects and consulting on Border Security Issues. He is currently serving as a Board Member of the National Border Patrol Museum and of the Mexican American Cultural Institute.

# **RESUME**

## **James L. (Jim) Smith**

### **ACADEMIC**

UNIVERSITY OF NEVADA - Reno, NV – 1959-1963

Bachelor of Science, Mathematics with Minor in Physics

APPALACHIAN STATE UNIVERSITY – Boone, NC – 1975-1976

Masters in Business Administration – Organizational Development & Personnel Mgmt.

US ARMY COMMAND & GENERAL STAFF COLLEGE – Ft. Leavenworth, KS – 1974-1975

Military Science, Leadership & Management

US ARMY WAR COLLEGE – Carlisle Barracks, PA – 1985-1986

Geopolitical Studies, National Defense Strategies, Leadership & Management

DEFENSE LANGUAGE INSTITUTE – Monterey, CA – 1968, 1978, & 1982

Vietnamese, Arabic, and German – Cultural Studies & Language Training

### **PROFESSIONAL EXPERIENCE**

2002 – Present                      El Paso, TX - Professional Consultant for Leadership, Management, Real Estate Development & Construction.

1996 – 2002                        SSRC, Inc, Real Estate Development, El Paso, TX  
President/CEO

1994 – 2002                        JKS Properties, Inc, General Contractors/Home Builders, El Paso, TX  
Founder, CEO

1990 – 1994                        US Army, Fort Bliss, TX  
Colonel, Chief of Staff

1988 – 1990                        US Army, Fort Bliss, TX  
Colonel, Commander, 11<sup>th</sup> Air Defense Artillery Brigade

1986 – 1988                        US Army Air Defense Artillery Center of Excellence, Fort Bliss, TX  
Colonel, Director of Tactics, Doctrine & Officer Education

1984 – 1985                        US Army Mannheim Military Community, Germany  
Lieutenant Colonel, Executive Officer (ala City Manager)

1982 – 1984                        US Army Germany, 2<sup>nd</sup> Battalion 67<sup>th</sup> Air Defense Artillery, 1<sup>st</sup> Infantry Division  
Lieutenant Colonel, Battalion Commander

1964 – 1982                        US Army Active Duty assignments worldwide - with the Air Defense Artillery in Germany; with the Infantry in Alabama; as an Infantry Advisor to the Vietnamese Army in Vietnam; as a paratrooper with the 82<sup>nd</sup> Airborne Division in North Carolina; with the Army Staff in Washington DC; with the United Nations in the Middle East; and with the Air Defense Artillery at Fort Bliss, TX.

**PROFESSIONAL ORGANIZATIONS**

Association of The US Army (AUSA)  
Texas Association of Local Housing Finance Agencies  
National Association of Homebuilders

**CIVIC SERVICE (CURRENT)**

Omar Bradley Chapter of AUSA – VP Corporate Affairs  
Greater El Paso Chamber of Commerce – Joint Infrastructure & Transportation and  
Armed Forces Division Committees  
El Paso Housing Finance Corporation – Board of Directors  
Zion Lutheran Church – Elder  
Mountain Park Community Association – Vice President

**CIVIC SERVICE (PAST)**

El Paso Collaborative for Affordable Housing – Board of Directors  
Hospice of El Paso – Board of Directors  
Sun Bowl Association – Board of Directors  
UTEP Miner Foundation  
El Paso Association of Homebuilders – Board of Directors  
Rotary Club of El Paso

**Dorothy M. Byrd**

### **Job Objective**

A position where my experience and skills will be an asset to your company/board.

I have many years' experience in the fields of Home Health, Accounting, Bookkeeping, Supply Clerk, Office Clerk, Auditing, Marketing, Mental Health Care Manager with Management and Supervisory Skills.

### **Skills**

Accounts Payable  
Payroll  
Reconciling Bank Accounts  
Invoicing  
Filing  
Medical Billing  
Data Entry  
Dispatcher  
Case Management  
Supervisor (over 10 people)

Accounts Receivable  
Bookkeeping  
Medical Coding  
Auditing  
Notes Payable  
Insurance Eligibility  
Inventory-Ordering/Accountability  
Public Relations / Marketer  
Intake / Referrals  
Patient Files

Computer Software / Training: Quick Books, Excel, Word, Office Works, GLMI, Kinnser, ICD-9 and ICD-10 Medical Coding

Machines / Office Equipment: Calculators, Printing Equipment, Fax Machine and Computer (Laptop and Tabletop).

### **Employment**

#### **Our Angel Home Health, Inc.**

6080 Surety Drive  
El Paso, Texas 79905

January 2011 – Current  
(915) 629-9600

#### **Position: Insurance Specialist**

Duties: Verify all Patients Benefits and Eligibility for Referrals, ICD-10 Medical Coding, Data Entry of Patients Information into Computer, Enter all Insurance Authorization into Computer, Chart Tracking Forms, Monthly Compose and Verity Eligibility Verification Report for all Patients, Daily Discussions about Patient's Care (Scheduling, Service and Amount of Visits) due to Benefits, Mail, Recertification Report Daily, Weekly Medicare Eligibility Inquiry Summary Report, Assign Nurses for Admissions, Call Patients, Daily Claim Summary Totals Inquiry Report, Check History Report Daily for EFT, Authorization for Additional Service Forms Daily, Audit Charts for Payment, Verity Notes to Computer Data, Kmail, Medical Billing, Filing, Fax/Call/Email to Insurance Companies Required Paperwork, Answer Phone, Represent Our Angel at Meetings and Functions, Marketer and Pick-up orders from Doctors offices when needed.

**Dorothy M. Byrd  
Employment**

**Col. Louis A. Carter American Legion Post 832**

2400 Bassett Avenue

El Paso, Texas 79925

Position: **Post Helper**

Duties: Bartender, Order Liquor, Beer, Supplies, Inventory and follow TABC guidelines.

April 2008- July 2018

(915) 534-9395

**Back at the Ranch**

10948 Ted Williams Place (Home Office)

El Paso, Texas 79934

Position: **El Paso Operations Manager**

Duties: Company is in Santa Fe, New Mexico. Buyer of Exotic skins, Inspections of Boots, Log for Skins, Check Orders, Order Supplies, Inventory, Public Relations, Bi-Weekly Meeting with Owners of Boot Making Companies, Daily contact with Boot Makers, Oversee 10 Boot Makers, Schedule Meetings with Owner of Back at the Ranch (when in town) and local Boot Companies

August 2004 – July 2007

(915) 822-3300

**Houchen Community Center**

609 S Tays Street

El Paso, Texas 79901

Position: **Bookkeeper / Secretary**

Duties: Payroll, Financial Statements, Audits, Reconciling (6) Bank Accounts, Accounts Receivables, Accounts Payable, Budgets (Daycare, Community Center, LIFT, Food Pantry, etc.), Report on Financial Review at Finance Committee Meeting and Board of Directors Meeting Monthly, Grant Tracking, Help with Grant Writing, 3 Sets of Books (Community Center, Daycare and LIFT), State and Federal Reports for Payroll and Sales, Help with various programs and fundraisers when needed (Fun in the Sun, Food Pantry, Festivals and Banquets) and a Newsletter. Represent Houchen at Meetings and Functions. Log of Donators for Thrift Shop and arrange pick-ups for items.

July 2002 – June 2004

(915) 533-6445





El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 23-151, Version: 1**

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**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, Araceli Guerra, (915) 212-1241

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

**AGENDA LANGUAGE:**

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

Budget Update - Workforce Focus.

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

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME AND PHONE NUMBER:**

Araceli Guerra, Managing Director, (915) 212-1241

K. Nicole Cote, Managing Director, (915) 212-1092

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

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

**SUBGOAL:** N/A

**SUBJECT:** Budget Update – Workforce Focus

**BACKGROUND / DISCUSSION:**

Budget Update – Workforce Focus

**PRIOR COUNCIL ACTION:** N/A

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

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Human Resources

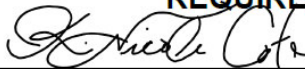
City Manager's Office - Office of Management and Budget

**SECONDARY DEPARTMENT:** All City

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\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:**



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



Space reserved for the ASL  
interpreter

Do not move, modify, or add  
any information on this box.



# TEAM

# EP

Workforce Focus  
January 2023 542



# Strategic Plan

- ✓ **Goal 6 – Set the Standard for Sound Governance and Fiscal Management**
  - **6.1 Recruit and retain a skilled and diverse workforce**
  - **6.2 Implement employee benefits and services that promote financial security**
  - **6.3 Implement programs to reduce organizational risk**
  - **6.4 Implement leading-edge practices for achieving quality and performance excellence**



## Eight Goals

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

## Strategies

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

## Strategic Objectives

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

**4 VISION BLOCKS**

**8 GOALS**

**25**  
BY 2025  
VisionNEXT

**25 BY 2025**

**30 BY 2030**

**30**  
BY 2030

\*20 by 20 + 20 by 25 + 6 new strategic objectives adopted during December 2020 Strategic Planning session

# **TEAM EP TX** **WHAT WE WILL COVER**

Space reserved for the ASL  
interpreter

Do not move, modify, or add  
any information on this box.

- 1** Recap of Investment in Our Workforce – Araceli Guerra
- 2** Compensation Analysis – Nicole Cote
- 3** Upcoming Budget Process

# Investing in our Workforce

## Compensation + Benefits + Development

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Do not move, modify, or add any information on this box.

### 1 COMPENSATION

- Wage increases
- Incentives
- Service - time
- Performance pay

### 2 BENEFITS

- Healthcare
- Shape it up
- Wellness clinics
- City gyms

### 3 DEVELOPMENT

- Tuition assistance
- Leadership training
- LinkedIn library
- Lean six sigma



# Workforce Compensation and Benefits

Space reserved for the ASL  
interpreter

Do not move, modify, or add  
any information on this box.

**Wage  
Increase**  
(Amount based on  
Full-time employee)

**\$2,080**

**Performance  
Evaluation**  
(Lump sum up to \$175 )

**\$175**

**Shape it Up  
Wellness  
Incentive**  
(\$600-\$1,800)

**\$1,800**

**Health  
Savings  
Account**  
(\$500 - \$1,000)

**\$1,000**

**Tuition  
Assistance  
Program**  
(Up to \$5,000 annually)

**\$5,000**

**Service Time  
Increase**  
(Additional %  
increase every  
5 years)

**\$760**

**CDL, Animal  
Services,  
Zoo incentive**  
(\$90 per pay period)

**\$2,340**

**Sign-On  
incentive for  
new employees**

**\$1,000**

**Employee healthcare  
savings due to no  
cost increase**  
(Paid by City)

**\$294**

**Accident-Free  
driving incentive**  
(jobs requiring CDL)

**\$350**

**Perfect  
Attendance  
incentive**

**\$100**

**U-Matter  
recognition**  
(up to \$250)

**\$250**

**Total Available Compensation  
Increase, Benefits, Incentives**

**\$15,224**

# Workforce Compensation and Benefits

**6 YEARS**  
OF PAY INCREASES  
AND HEALTH  
& FITNESS

**NO HEALTHCARE  
INCREASES FOR  
ALL CIVILIAN  
EMPLOYEES**

**SHAPE IT UP  
WELLNESS  
PROGRAM**

**INCREASE IN  
NUMBER OF  
WELLNESS CLINICS**  
**FROM 2 TO 9**

**HEALTH SAVINGS ACCOUNT  
WITH EMPLOYER  
CONTRIBUTION ANNUALLY**  
**\$500 PER EMPLOYEE  
\$1,000 PER FAMILY**

**BLOOD WORK  
DISCOUNT**  
**\$25 PER PAYCHECK  
PER EMPLOYEE OR  
\$50 PER FAMILY**

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interpreter

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any information on this box.

# Reinforcing our Talent Pipeline

- Growing a Learning Culture
- Leadership Training
- Tuition Assistance Program
- Innovative Solutions

Expand workforce development and organizational focus on continuous improvement through targeted training, activating partnerships, and growing best practices  
*(supports Goal 6)*

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# Tuition Assistance Program

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any information on this box.

**Then**

- **\$300,000**
- **6 hours to apply**
- **19% Error Rate**
- **Degree only**

**Now**

- **\$500,000+**
- **1 hour to apply**
- **1% Error Rate**
- **Continuing Ed**
- **Certifications**
- **Books**

**Next**

- **Career Coaching**
- **Job Shadowing**
- **Academic Advising**



Employees are able to obtain Tuition Assistance for Degree's, Certifications, Continuing Education Books/ Required Equipment.

- Per calendar year:
  - FT employees are eligible up to \$5,000
  - PT employees are eligible up to \$3,000.
- All employees are eligible up to \$25,000 during their lifetime as an employee of the City of El Paso, to include returning employees.

Check out our Tuition Assistance Program!

<https://my.elpasotexas.gov/my-benefits/tuition-assistance-program/>



# Variety of Tools

- [www.eplearners.com](http://www.eplearners.com)
- LinkedIn Learning
- Lean Six Sigma (LSS)
- Human Centered Design/Design Thinking
- MyElPaso---Leadership Toolkit
- Baldrige Performance Excellence Criteria
- Listening Sessions, Customer Experience Workshops
- Tuition Assistance Program

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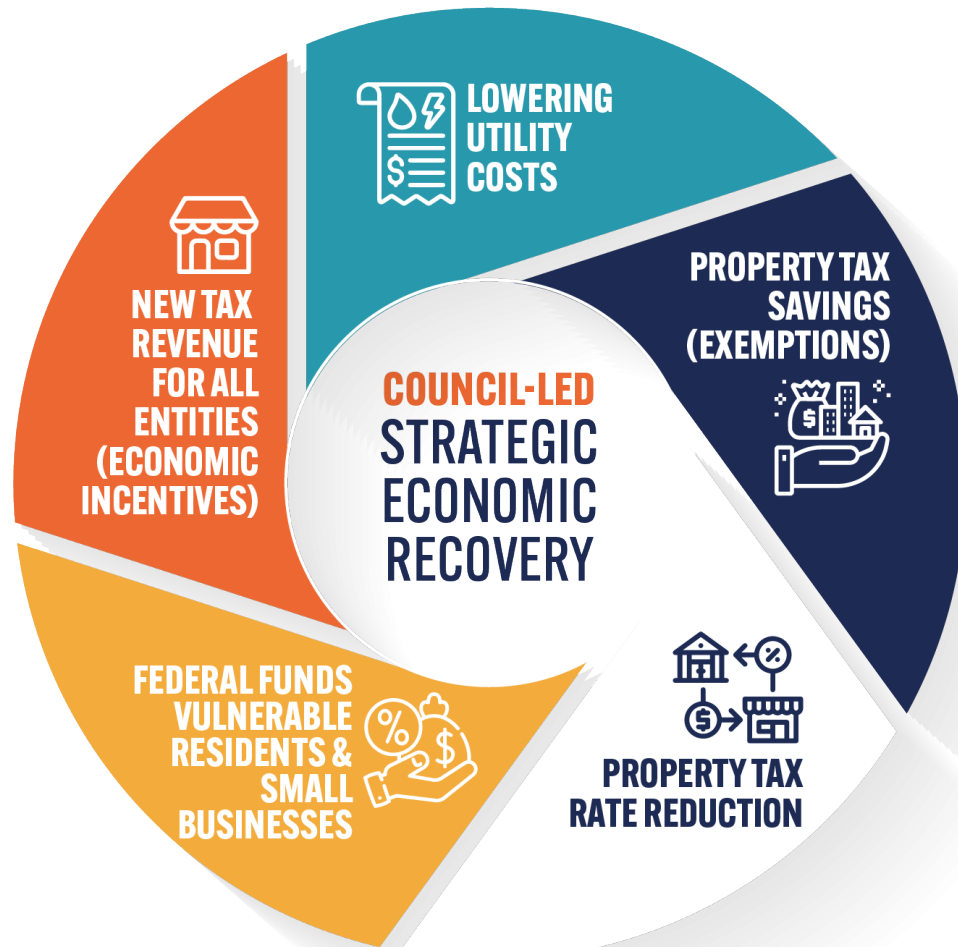
# Compensation Analysis

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## & Upcoming Budget Process





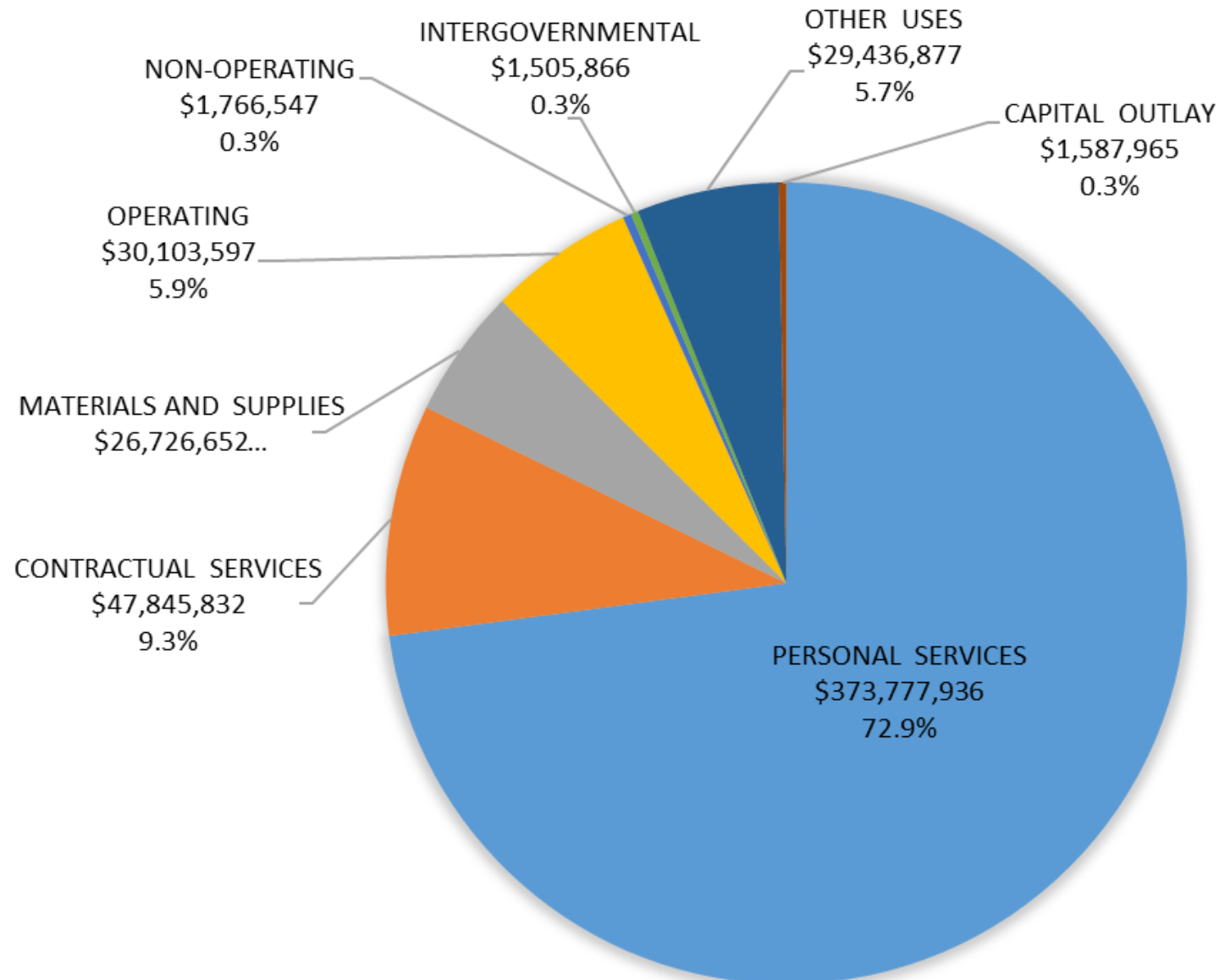


FY2022/23 ADOPTED BUDGET

Helping our  
Community

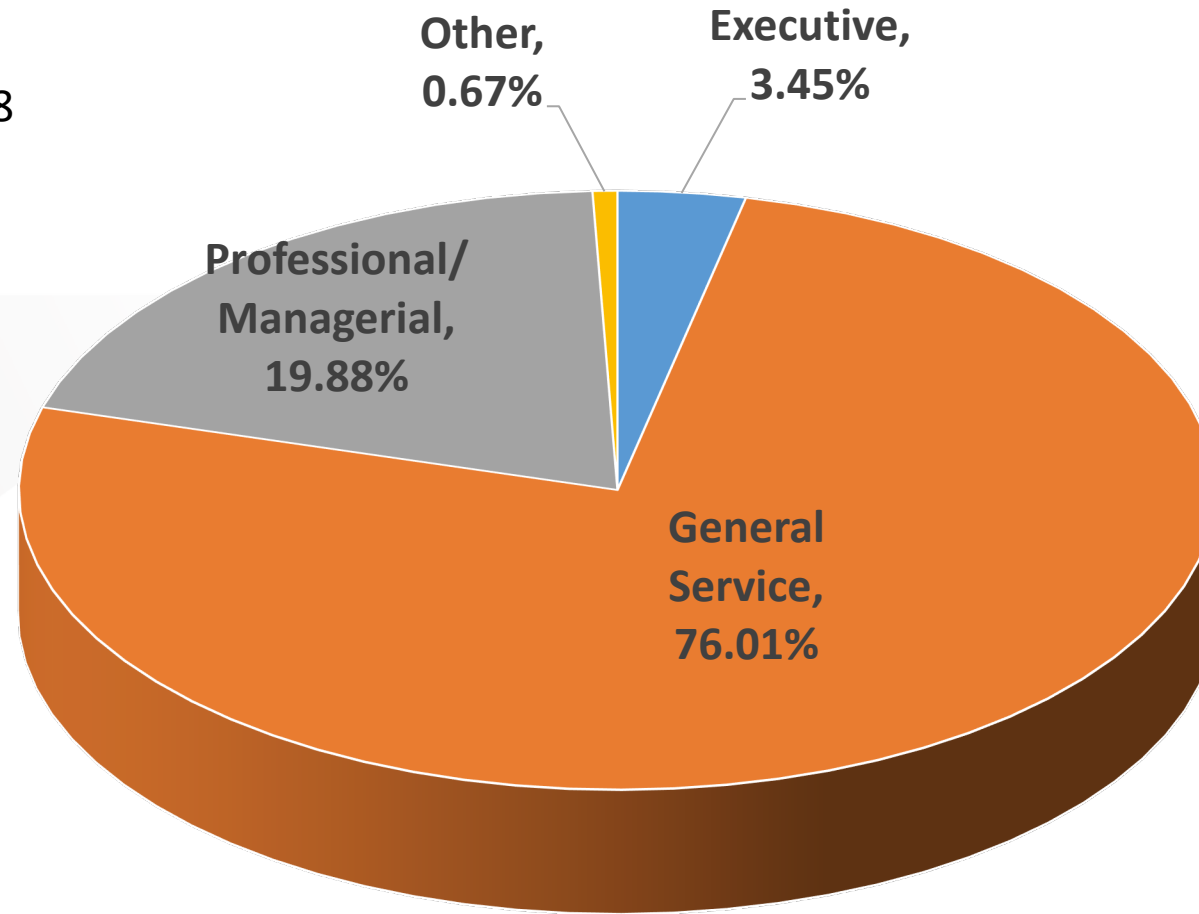
Council-led  
Strategic Economic  
Recovery

# FY 2022/23 General Fund by Category



# Citywide Position Classification

Total Positions = 5,311.88



\*Excluding Uniform and Elected Judges

# Recent Actions

## **FY 2022 -**

- September 2021 – Minimum Compensation Increase of 1.5% and Equity Adjustments to address compression occurring at pay ranges
- December 3, 2021 – One-time lump sum payment \$500 for all full-time employees and \$250 for all part-time employees
- May 2022 – Increase minimum wage from \$10.36 to \$11.11
- August 2022 – Position Adjustments for Aquatics, ASD and new incentives

## **FY 2023 -**

- September 2022 – Increase minimum wage from \$11.11 to \$11.61 with a minimum increase of 1.25%
- March 2023 – Increase minimum wage from \$11.61 to \$12.11 with a minimum increase of 1.25%

# Equity Adjustments (Fall of 2021)

Previous Classification and Compensation Study:

- Implemented Phase 1 - Each employee was evaluated based length of time in their current position to address compression
- Plus + a compensation increases of 1.5%
- Annual impact approximately \$2.3 million
- Estimated Impacted 2,270 employees

# Increasing Minimum Wage



- 17% increase in minimum wage since May 2022
- 76% of the civilian workforce is in the General Service (hourly) category



# Competitive Wages

	FY 2022 (Sept. & May)	FY 2023 (Sept. & March)
Hourly (GS)	7.5% ↑	6.4% ↑
Managerial (PM)	3.8% ↑	4.0% ↑
Executive (EX)	2.3% ↑	2.5% ↑

---

Increase minimum wage by 17% between May 2022 and March 2023 (from \$10.36 to \$12.11)

---

Providing lump-sum payments of \$175 for successful performance evaluation rating

---

Increasing service time pay increase percentages (every five years of service) to compensate long-term employees

---

No healthcare cost increase for employees and Shape-it-Up wellness program – up to \$1,800 annually, Live Active El Paso!

# Council Action

## **City Council Approved on August 1, 2022**

Motion to direct staff to implement a competitive wage analysis for Quality of Life and Animal Services employees

### **August 23 – Staff recommended and Council Approved the Budget that included the following adjustments:**

- Wage Adjustments for Animal Services and Aquatic positions
- Immunization Incentive of \$90 per pay period or \$2,340 annually for Animal Services and the Zoo employees

# Competitive Wage Study

## Summary:

- 5 Departments – Animal Services, Library, MCAD, Parks and Recreation & Zoo
- 829.32 FTEs evaluated by the Study
- 20 Different Cities Surveyed
- 44 Job Descriptions Evaluated
- Compared to Salaries as of March 2023

## Results (545 employees impacted):

- On average \$2.88 per hour under market for a similar position
- Average increase per person \$5,194 annually
- Estimated impact of \$2.8 million

# Compensation Strategy

Recommendation city-wide non-uniform employees:

- Continue equity adjustments annually to address compression
- Continue to increase minimum wage based on available revenue
- Continue with a per hour increase (dollar amount) to ensure GS level employees receive a larger percentage increase

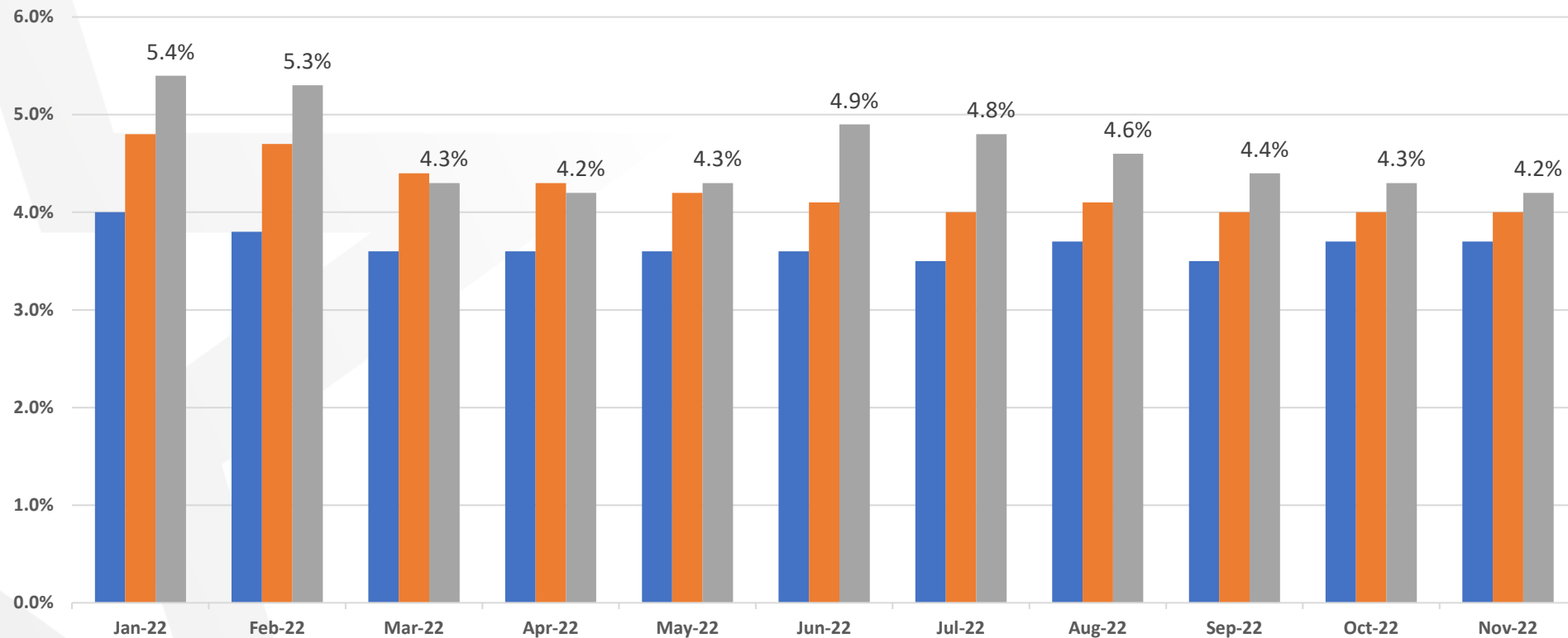
# Economic Snapshot

Continued economic uncertainty:

- Tight labor market
  - Unemployment Rates
  - Continued vacancies
- Continued inflationary pressures
- Improved fuel prices
- Cost of living Comparisons

# Unemployment

■ National ■ Texas ■ El Paso



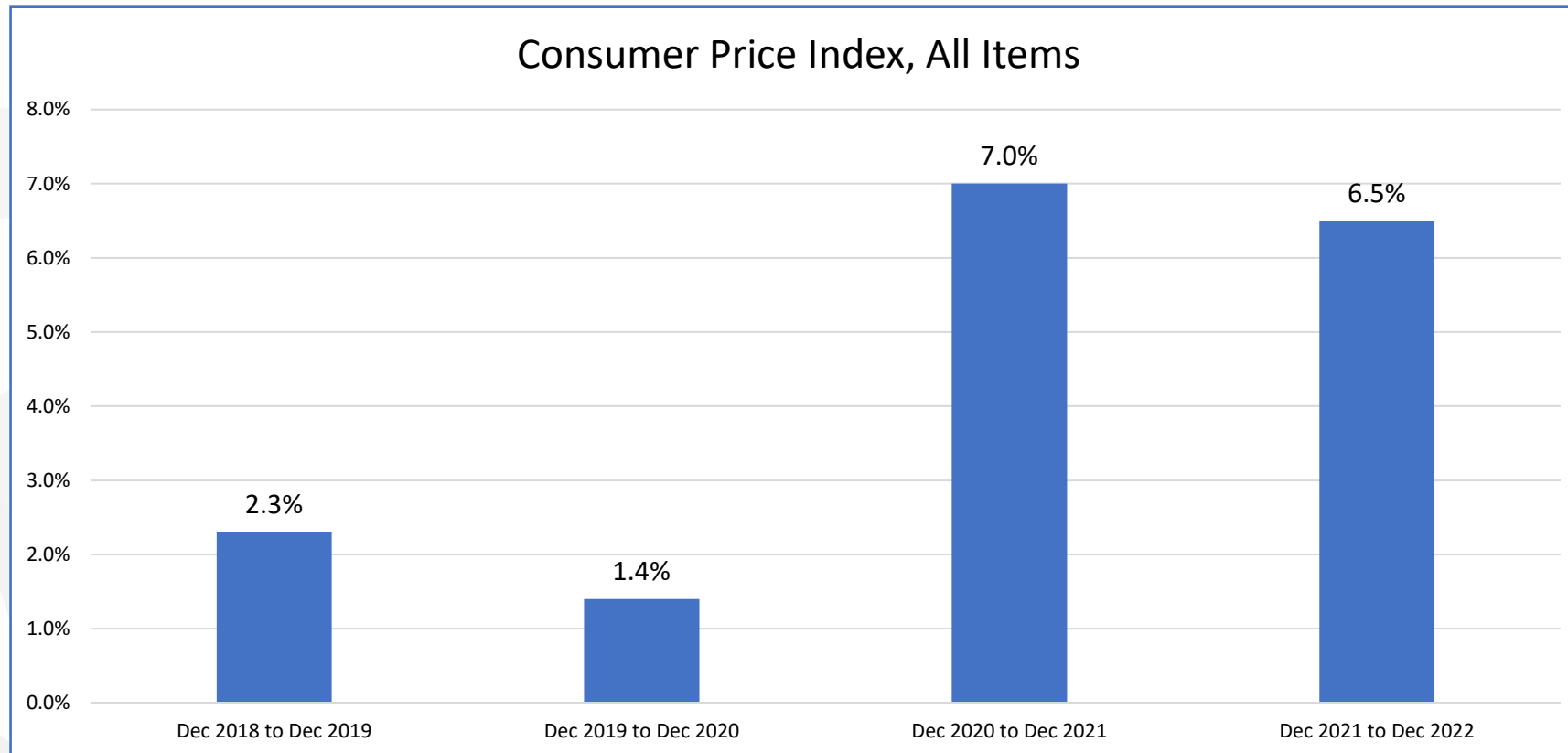
## Data trends:

- Tight labor market continues
- El Paso remains in-line with national and state-wide trends



# Inflation

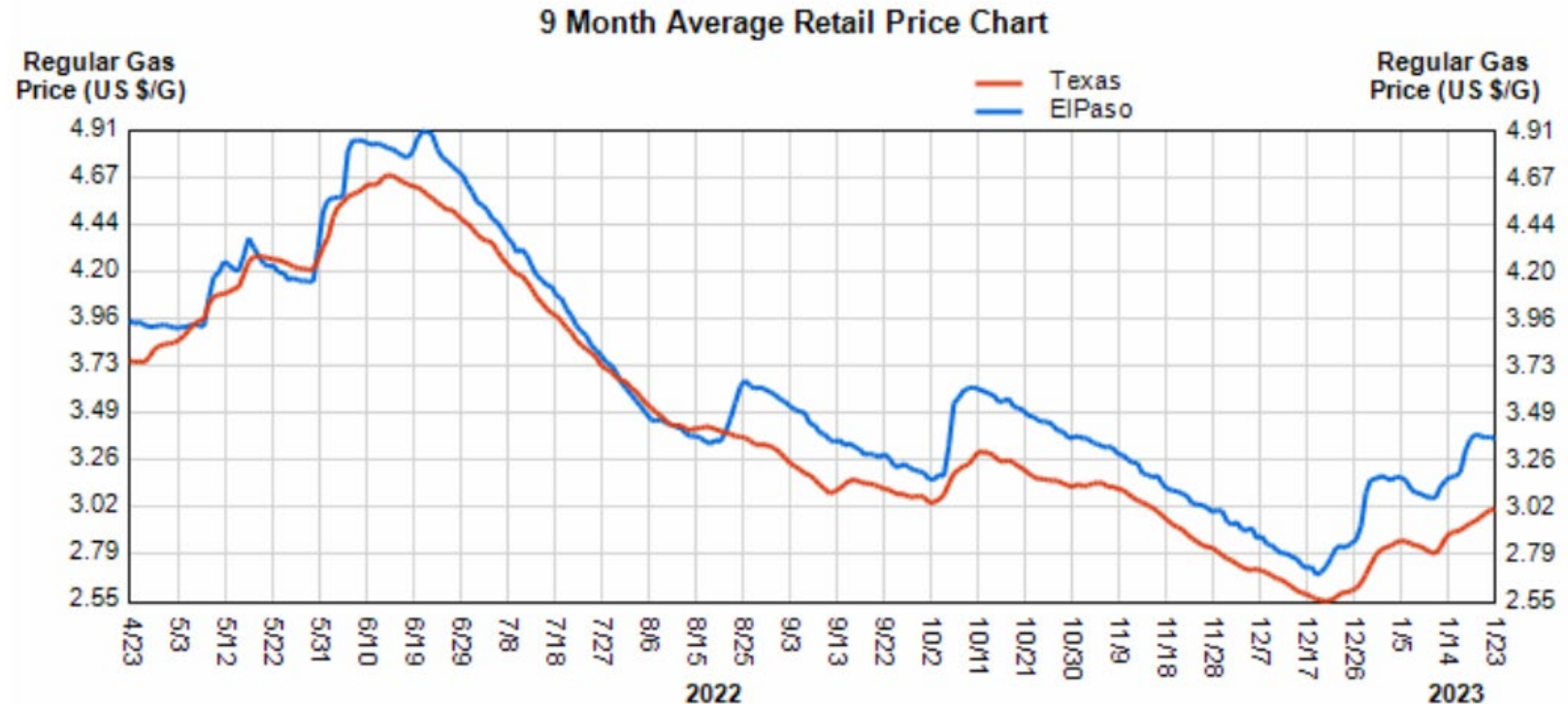
- Market continues to see increasing wages and costs
- Food and energy are rising at a higher rate than other market segments



Source: U.S. Bureau of Labor Statistics

# Fuel

- Average fuel price remains highly correlated with and above state-wide prices
- Prices are expected to continue to rise during peak summer consumption, but are not expected to reach the records of 2022



# Workforce Costs & Look Ahead

## Presented August 23, 2022

	FY 2021/2022	FY 2022-2023	FY 2023-2024	• Future costs increases will include:
	Budget	Budget	Estimate	
Uniform Employees	229,488,054	240,008,813	257,198,609	<ul style="list-style-type: none"> <li>• New Police collective bargaining agreement impact</li> <li>• Police and Fire staffing increases</li> <li>• Continuing aggressive pay to remain competitive</li> <li>• No employee healthcare cost increase (City covering increased cost)</li> </ul>
Civilian Employees	118,272,502	133,769,123	143,326,902	
<b>Total</b>	<b>\$347,760,556</b>	<b>\$373,777,936</b>	<b>\$400,525,511</b>	
<b>\$ Increase</b>		<b>\$26,017,380</b>	<b>\$26,747,575</b>	

**BUDGET IMPACT**

# Compensation Strategy

Recommendation city-wide non-uniform employees:

- Continue equity adjustments annually to address compression
- Continue to increase minimum wage based on available revenue
- Continue with a per hour increase (dollar amount) to ensure GS level employees receive a larger percentage increase

# FY 2024 Budget Impacts

- Full year impact of the FY 2023 \$1.00 increase (\$0.50 in Sep 2022 and \$0.50 in Mar 2023)
- Police Collective Bargaining negotiations
- Healthcare costs (City has covered healthcare cost increases for last four years)
- Tuition Assistance Program Impacts
- Fire Collective Bargaining Agreement
- Utility Costs (rate increases in Electric, water, gas)
- Inflationary Pressures
- Contract increases
  - Examples include:
    - Security Contract increases range from 24% - 42.9%
    - Janitorial Contract increases range from 19% - 30%
    - Lubricant & Oil Contracts increased by 18.97%

# Budget Calendar

## Next Steps:

- February – Chime In! Kickoff
- March - Five Year Financial Report
- June - Council Briefings
- Late June - FY 2024 Budget Overview & Budget Workshops
- Early August - Introduce the Tax Rate





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# TEAM

# EP

Workforce Focus  
January 2023

570



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 23-139, Version: 1**

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### **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 Title 7 semi-annual report.

**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:**

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*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.*

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**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:**

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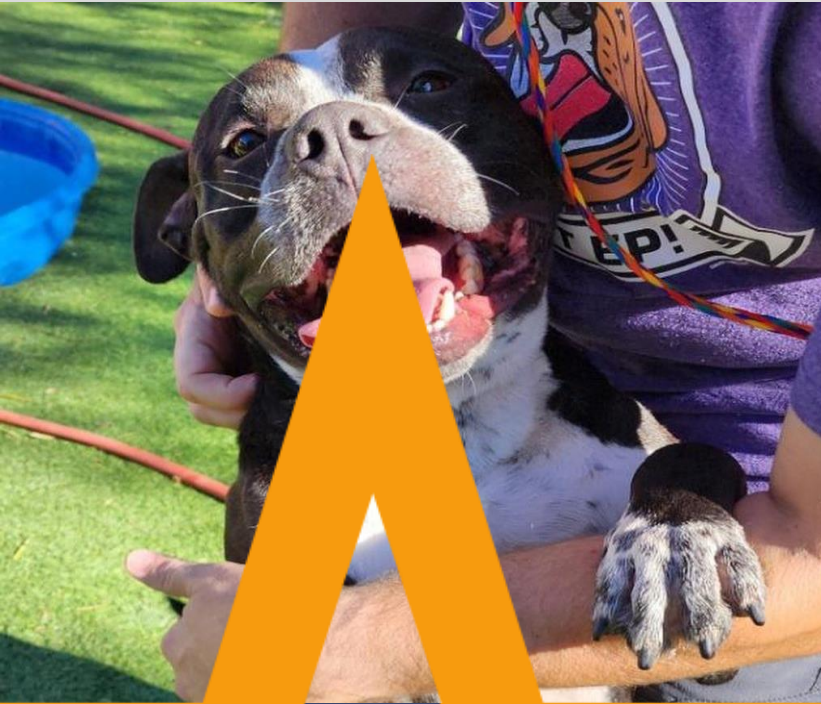
\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** 

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





# El Paso Animal Services

## Title 7 Council Report

Goal 8: Nurture and Promote a Healthy, Sustainable Community







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## Agenda

- Title 7
- Stats

# Title 7

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- 7.04.110 – Reports to Council
- Semi-annual statistics regarding the number of animals impounded by the city and outcomes. The report shall include the following specific information:
  1. A comparison of the number of animals euthanized during the current reporting period with the number of animals euthanized during the prior reporting period;
  2. Categorize each animal impounded, released and euthanized to the greatest extent practicable by terms that relate to or identify the animal's health or behavior, and the number of each that were microchipped;
  3. Information as to the number of registrations for the current reporting period and a comparison to the number of registrations from the prior reporting period, the types and number of permits issued by the program; and
  4. Statistics concerning enforcement activities of the program, with a particular focus on enforcement pertaining to litter permits and breeder permits.



# Intakes and Outcomes

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any information on this box.

	Dog		
	2021	2022	% Change
Intake	3970	4979	25%
Live Out	3225	3230	0%
Euth	714	1246	75%
Adopt	810	1469	81%
Transfer	1273	682	-46%
Micro	5720	6315	10%

	Cat		
	2021	2022	% Change
Intake	4462	3434	-23%
Live Out	3203	2624	-18%
Euth	571	550	-4%
Adopt	1240	1574	27%
Transfer	128	178	39%
Micro	1837	2299	25%

# Euthanizations

- July – December 2022 – 1,796
- July – December 2021 – 1,285

	Dog	
	2021	2022
Trauma	62	73
Behavior	241	216
Infectious	373	895
Non-Infectious	39	62

	Cat	
	2021	2022
Trauma	206	163
Behavior	6	26
Infectious	140	194
Non-Infectious	220	167

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# Registrations

- **Registrations by Shelter**

- July – Dec 2022 Total=3,998
- July – Dec 2021 Total= 2,186

- **Registrations by Clinics**

- July – Dec 2022 Total=38,571
- July – Dec 2021 Total=45,700



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\*7.12.020 - Required to be renewed **annually** for dogs, cats, and ferrets.

# Permits by Type

- **July – December 2022**
  - Fowl, Rabbits, Livestock – 7
  - Establishment Sales – 5
  - Establishment Services – 4
  - Groomer – 152
  - Grooming shop - 25
- **July – December 2021**
  - Fowl, Rabbits, Livestock – 11
  - Establishment Sales – 9
  - Establishments Services – 2
  - Groomer – 165
  - Grooming shop - 29

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# Enforcement

## July 1 – Dec. 31, 2021

Animal Feces	19
Animal in Vehicle	9
Animal Neglect	12
Animal Not Confined	391
Animal Not Restrained	20
Animal Quarantine Violation	184
Animal Selling, No Permit	1
Littering	1
No Litter Permit	13
No Microchip	391
No Registration	531
No Vaccination (Rabies)	663
Title 7 Misc. Violations	213
<b>Total</b>	<b>2448</b>

## July 1 – Dec. 31, 2022

Animal Feces	14
Animal in Vehicle	2
Animal Neglect	1
Animal Not Confined	458
Animal Not Restrained	18
Animal on Public Grounds	2
Animal Quarantine Violation	185
Animal Selling, No Permit	3
Groomer FTR inj. w/l 48 of DOI	2
Littering	1
No Litter Permit	21
No Microchip	383
No Registration	658
No Vaccination	767
Shop FTM Tracking Log 7.15.090	1
Shop FTR injury w/l 48 of DOI	3
Shop Op. w/o Lic. Groomer	1
Title 7 Misc. Violation	227
<b>Total</b>	<b>2747</b>

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# Lives Saved

- 2022 – 11,355
- Since 2016 – 111,639

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## 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

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## Misión

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

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## Visión

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



## Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 23-172, Version: 1**

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

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**All Districts**

Public Health, Dr. Hector Ocaranza, (915) 212-6502

**AGENDA LANGUAGE:**

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

Presentation of newly created Community Health Assessment - a comprehensive document identifying key health needs and issues through systematic, comprehensive data collection and analysis.

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

**AGENDA DATE:**  
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**PRIMARY DEPARTMENT:**  
**SECONDARY DEPARTMENT:**

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\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:**

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

# 2022 Community Health Assessment Summary of Process and Findings



January 19, 2023



**Introduction**

**CHA Process Overview**

**Defining the Community**

**Findings Review –Secondary and Primary Data**

**Prioritization**

**Next Steps & Discussion**



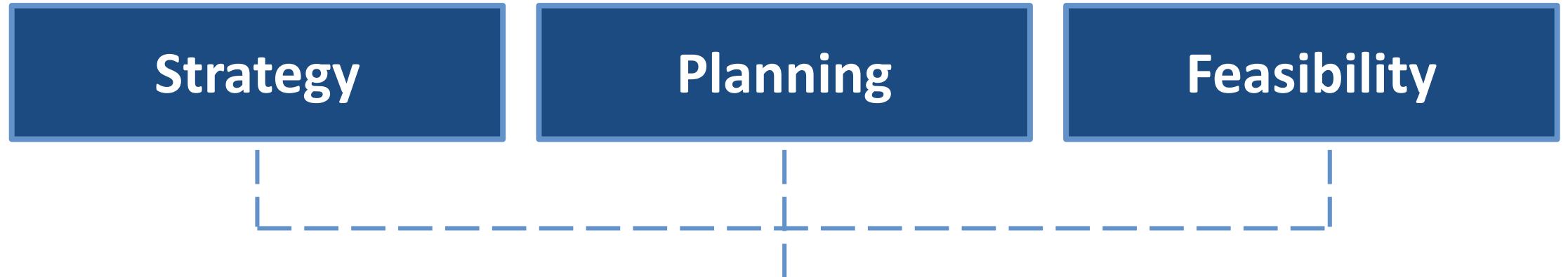


# Introduction to Ascendient

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**Offices:** Chapel Hill, North Carolina | National Harbor, Maryland



At Ascendient, we're rethinking the future of healthcare. Our specialized team combines the latest academic insights with a wealth of real-world experience, equipping healthcare leaders with the strategies to effectively lead in an ever-evolving industry. We create research-based tools that are transforming the way health systems deliver care, helping them adapt to a world in which patients increasingly demand more personalized, community-based services.

Ascendient's deep expertise lies in strategy, provider workforce planning, mergers and acquisitions, service line planning, debt feasibility, facility planning, forecasting, emerging payment models, and regulatory planning.

In other words, we provide more than just a one-off set of services limited to a one-time engagement. We provide ongoing, complementary services and expertise for both the short- and long-term.



Strategy • Planning • Feasibility

 Systems and Hospitals	 Public Health	 Behavioral Health	 Physicians
 Senior Services	 Home Health/Hospice	 Government Agencies	 Associations, Foundations, and Endowments



## CHA Process Overview

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## CHA Process Overview: What is a Community Health Assessment (CHA)?

The CHA report incorporates and/or references work related Public Health Accreditation Board (PHAB) standards and measures, including the need to...

- Conduct and disseminate assessments focused on population health status and public health issues facing the community
- Participate in or conduct a collaborative process resulting in a comprehensive community health assessment
- Collect and maintain reliable, comparable, and valid data that provide information on conditions of public health importance and on the health status of the population
- Analyze public health data to identify trends in health problems, environmental public health hazards, and social and economic factors that affect the public's health
- Provide and use the results of health data analysis to develop recommendations regarding public health policy, processes, programs, or interventions





The CHA planning processes can be segmented into five primary components.



**ENGAGEMENT KICK-OFF**



**SECONDARY DATA COLLECTION & ANALYSIS**



**PRIMARY DATA COLLECTION & ANALYSIS**

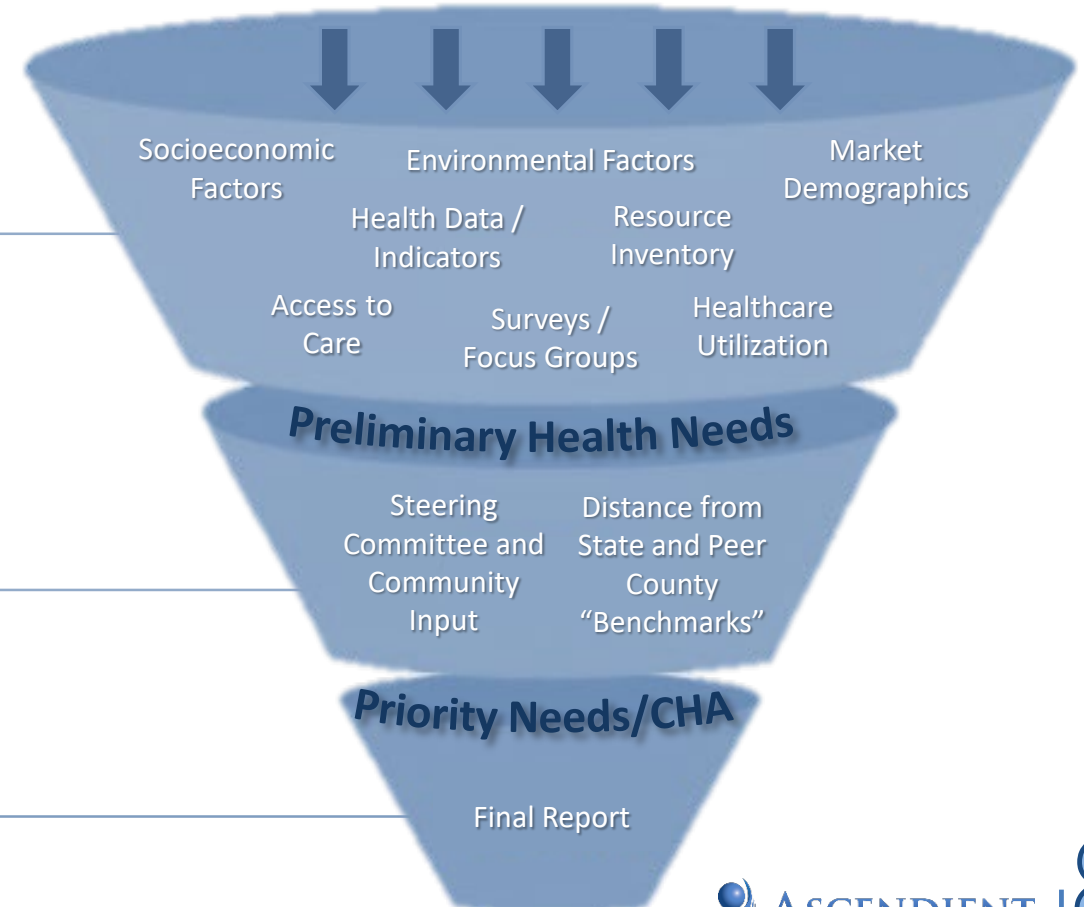


**PRIORITIZATION**

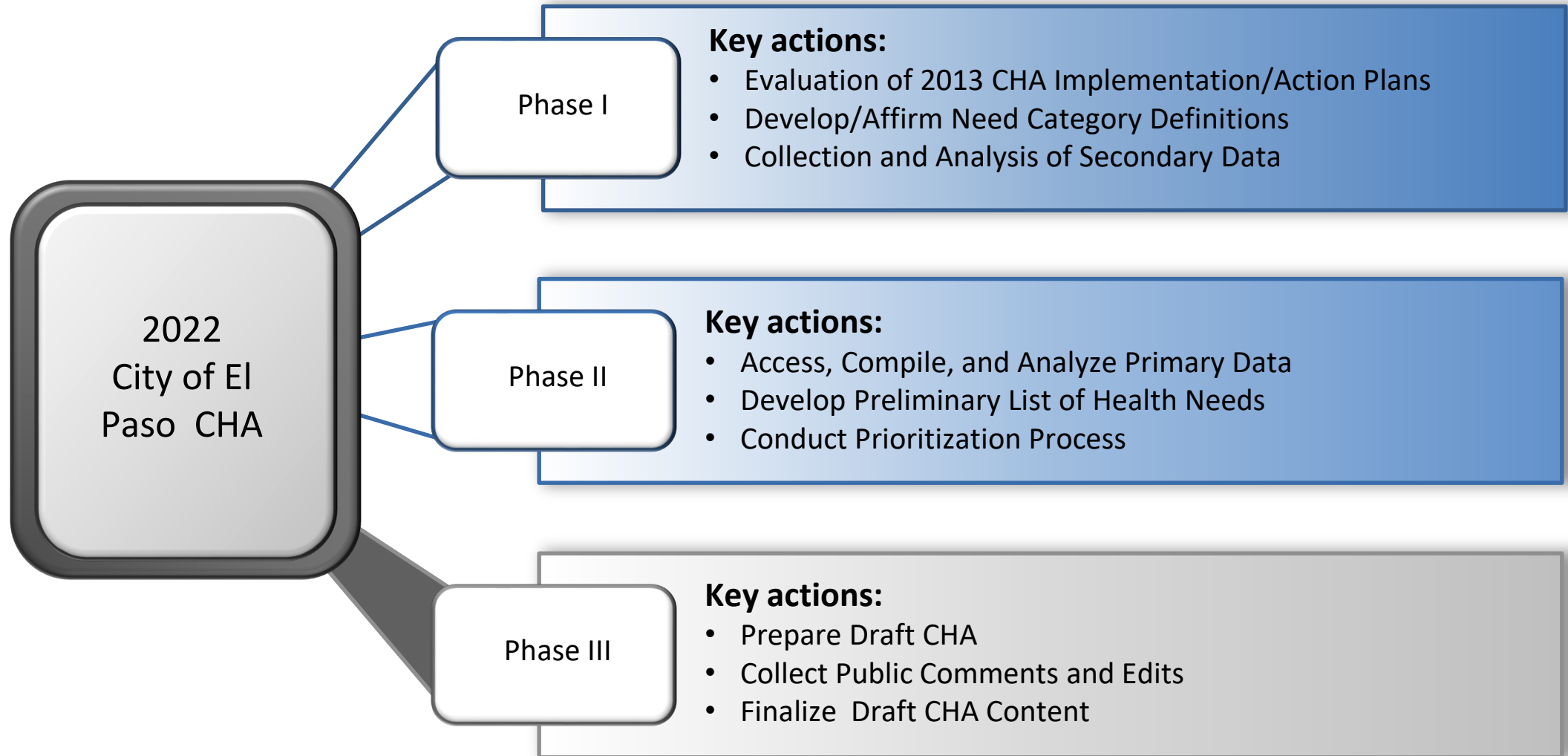


**REPORT DEVELOPMENT**

The graphic below highlights our process and the key inputs we used to accomplish the work tasks.









## Members of the CHA Advisory Board

- Salvador Balcorta, Clínica de Salud Familiar La Fe\*
- Dr. Kelly Brooks, Rawlings Dental Clinic
- Chief Ruben Candalaria, City of El Paso Fire Department
- Diana Cepeda, City of El Paso Department of Parks & Recreation
- Sara Cera, City of El Paso Department of Public Health
- Dr. Alison Days, El Paso Medical Society
- Nicole Ferrini, Chief Resilience Officer of the City of El Paso
- Art Garza, Del Sol Medical Center
- Gilda Gil, Paso del Norte Children's Development Center
- Lucio Glenn, Workforce Solutions Borderplex
- Susan Goddell, El Pasoans Fighting Hunger
- Daniely Guitierrez, Region 19 Education Services Center
- Molly Haugh, El Paso Veteran Affairs
- Renee Hurtado, Emergency Health Network
- Joseph Iglesias, US Department of Defense
- Michael Kelly, PhD, Paso del Norte Health Foundation
- Christina Lamour, United Way of El Paso County
- Monica Leal, American Heart Association
- Martin Lopez, Health & Human Services – Ysleta del Sur Pueblo
- Yvette Lugo, Area Agency on Aging
- Chelsea Lynch, Tenet Health Care
- Cindy Martinez, Rio Grande Cancer Foundation
- Elizabeth Moya, City of El Paso Housing Authority
- Rosalyn Negron, Texas Health Communities (TXHC)
- Sandra Nevarez Garcia, Center Against Sexual and Family Violence
- Jacob Ortega, HIV Prevention
- Kristen Ortega, Tobacco Control Network/Action for Health Kids
- Peter Pacillas, El Paso Police Department
- Mike Palomar, Volar Independent Living Center
- Christina Paz, Clínica San Vicente\*
- Oscar Perez, University Medical Center
- Andrea Ramirez, Project Amistad
- Dr. Rick Reyna, El Paso Children's Hospital C.A.R.E.S. Clinic Team
- Oscar Ruiz, City of El Paso Environmental Services
- Sarah Ruiz, Diabetes Alliance/Sun City Dieticians
- Bill Schlesinger, Project Vida\*
- Col. Shawna E. Scully, William Beaumont Army Medical Center
- Cindy Stout, El Paso Children's Hospital
- Ivonne Tapia, Aliviane, Inc.
- Chief Miguel Torres, City of El Paso Fire Department
- Irene G. Valenzuela, El Paso County Community Services

\* Federally Qualified Health Center (FQHC)



## Defining the Community

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# Defining the Community: Population Growth and Demographics

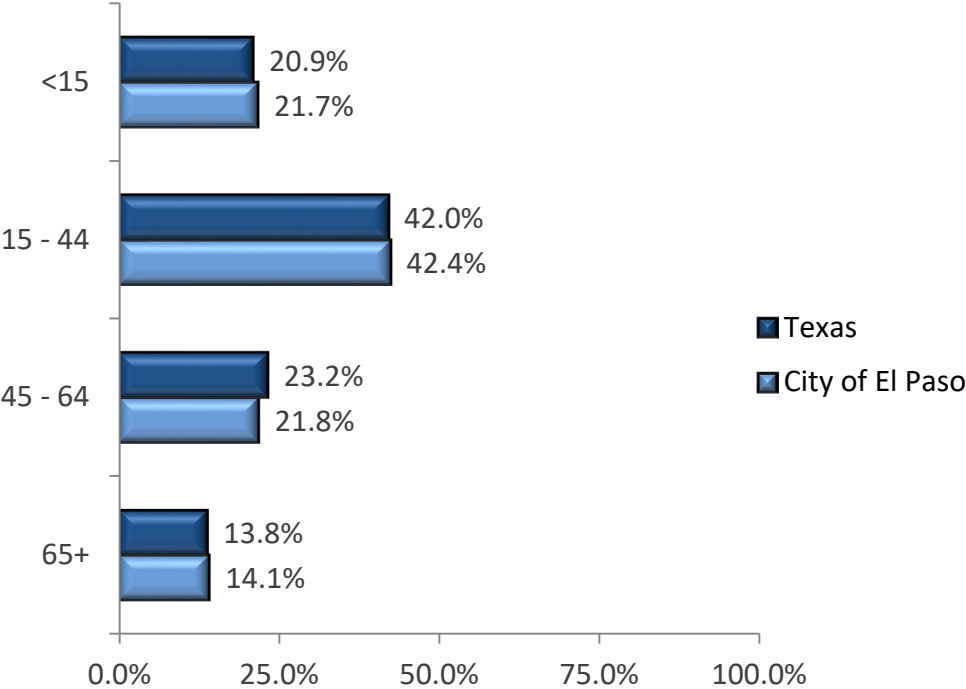
## City of El Paso:

**700,694** persons  
**\$50,140** median household income  
**19.0%** of households are below the federal poverty level

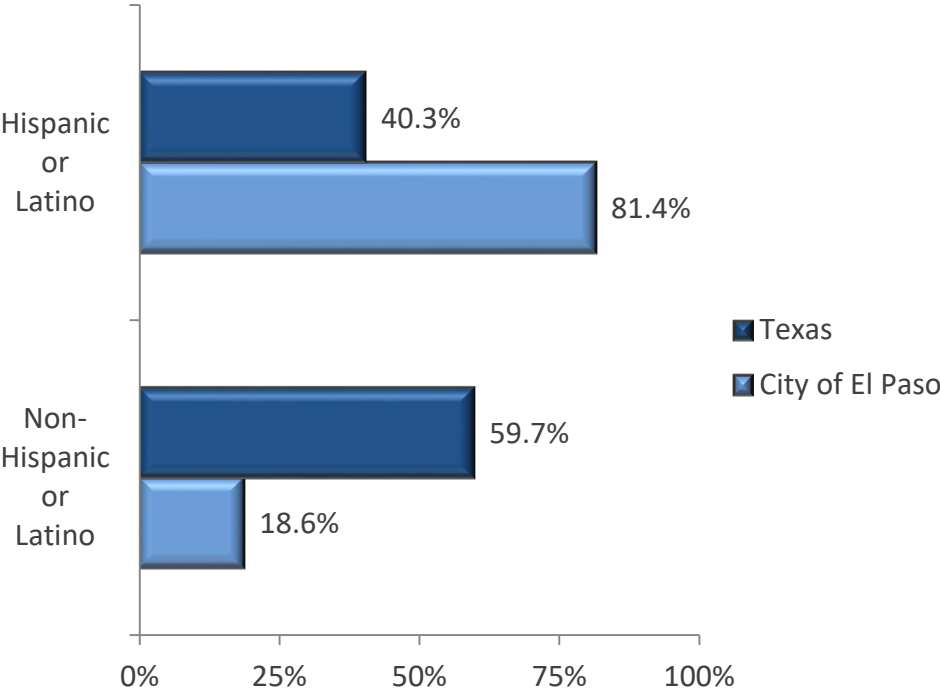
## Texas:

**29,969,514** persons  
**\$63,524** median household income  
**13.7%** of households are below the federal poverty level

Age Profile



Ethnicity Profile



Source: Esri.



# Defining the Community: Community Need Index (CNI)

- Nation's first standardized Community Need Index
- Identifies the severity of health disparity for every ZIP code in the U.S. based on multiple social and economic factors known to limit health care access
- Communities with a higher CNI are generally shown to utilize care at a higher rate...for example, admission rates of 5.0 CNI communities are 60% higher than 1.0 CNI locations\*
- CNI scores for well-known Texas markets are as follows:
  - Dallas: 4.3
  - Austin: 3.6
  - San Antonio: 4.1

## Income Barrier

Percentage of households below poverty line, with head of household age 65 or more

Percentage of families with children under 18 below poverty line

Percentage of single female-headed families with children under 18 below poverty line

## Cultural Barrier

Percentage of population that is minority (including Hispanic ethnicity)

Percentage of population over age 5 that speaks English poorly or not at all

## Education Barrier

Percentage of population over 25 without a high school diploma

## Insurance Barrier

Percentage of population in the labor force, aged 16 or more, without employment

Percentage of population without health insurance

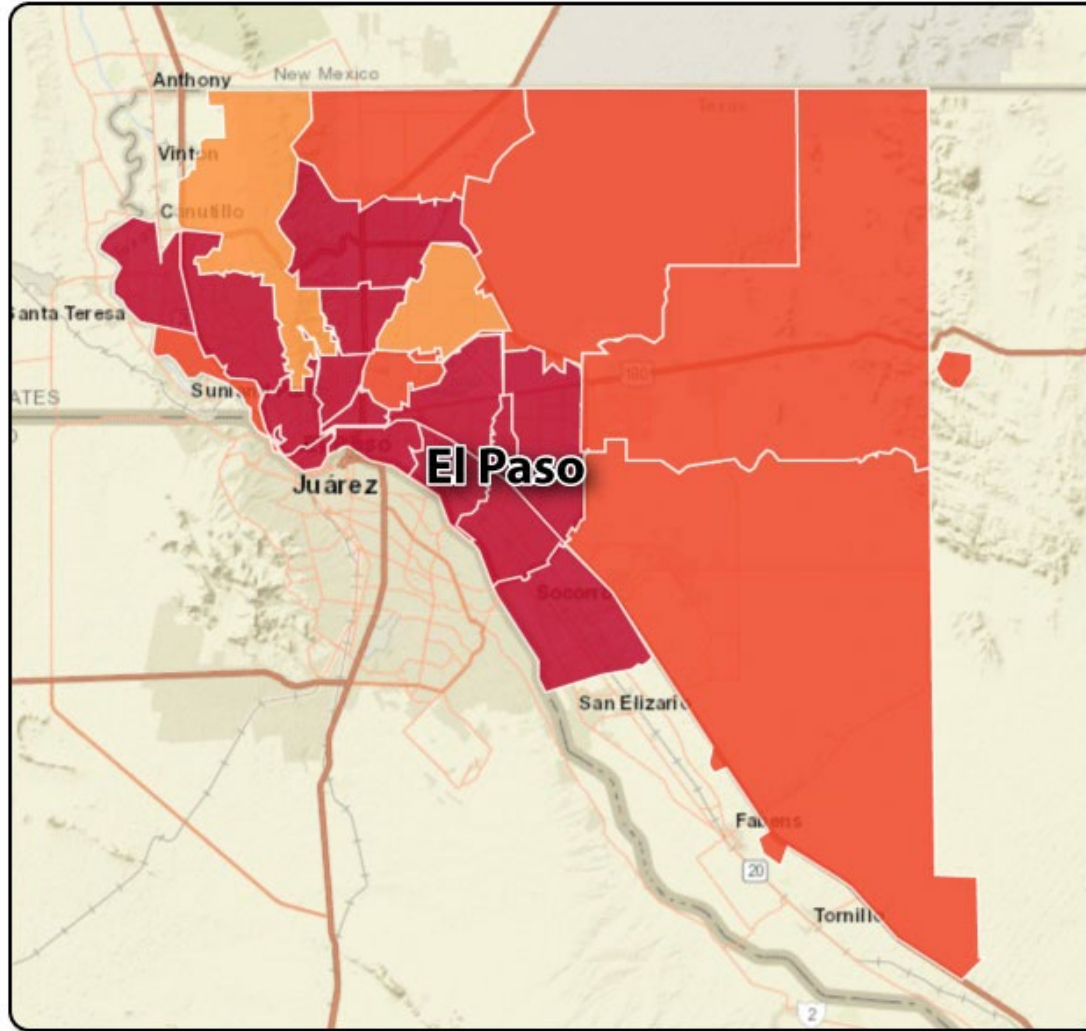
## Housing Barrier

Percentage of households renting their home

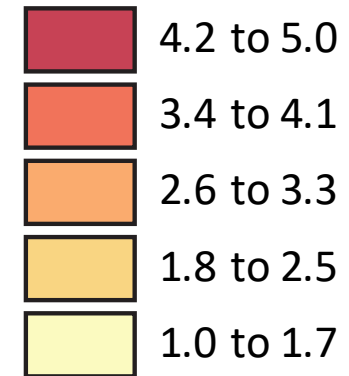
\* Methodology developed in 2004, cited by Dignity Health's Improving Public Health & Preventing Chronic Disease  
Source: Dignity and Truven Health Community Need Index



## Defining the Community: 2022 CNI



**Community Need Index**  
**El Paso: Average CNI = 4.5**



Note: CNI scores presented above are based on an average of ZIP code scores.  
Source: Dignity and Truven Health Community Need Index





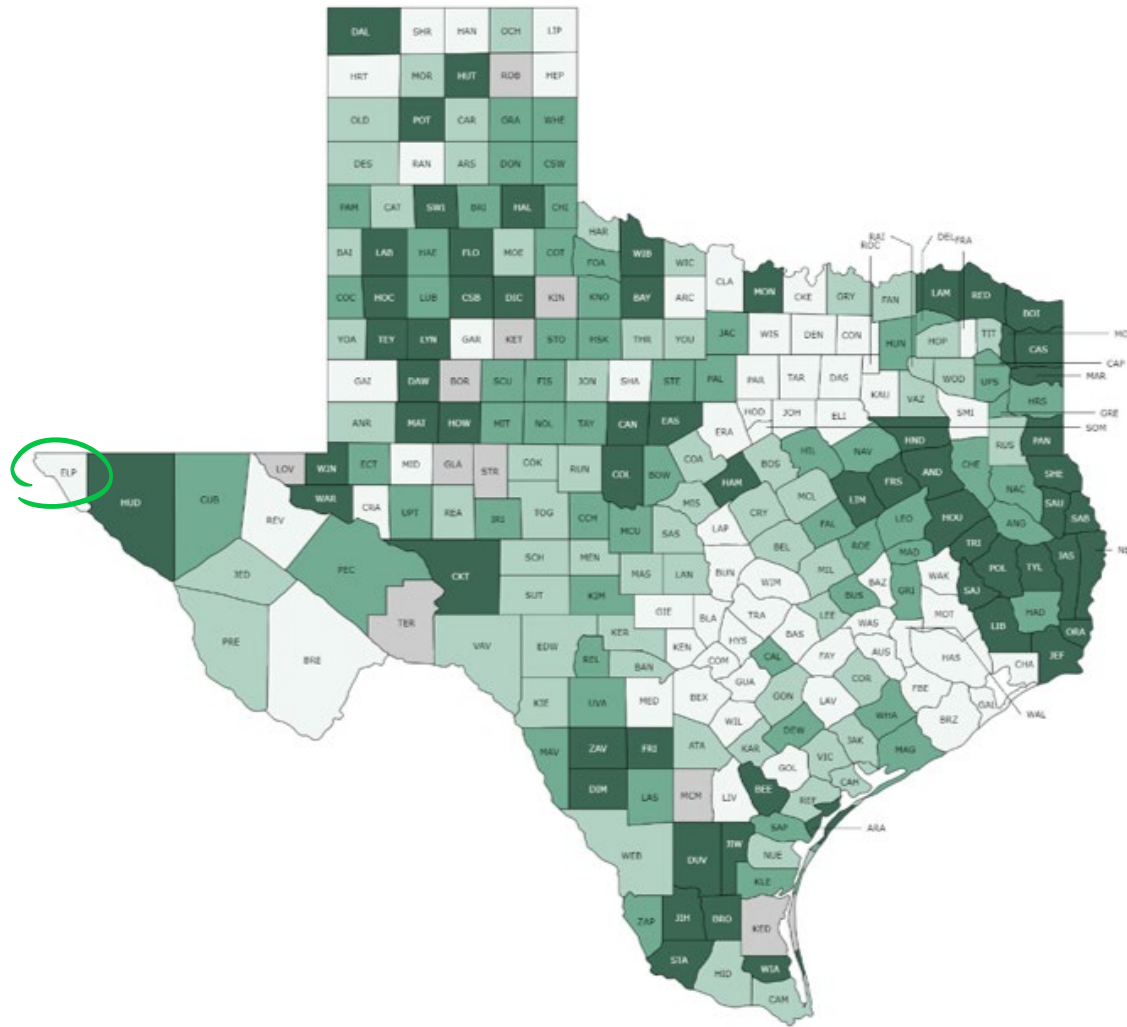
# Findings Review

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Secondary Data



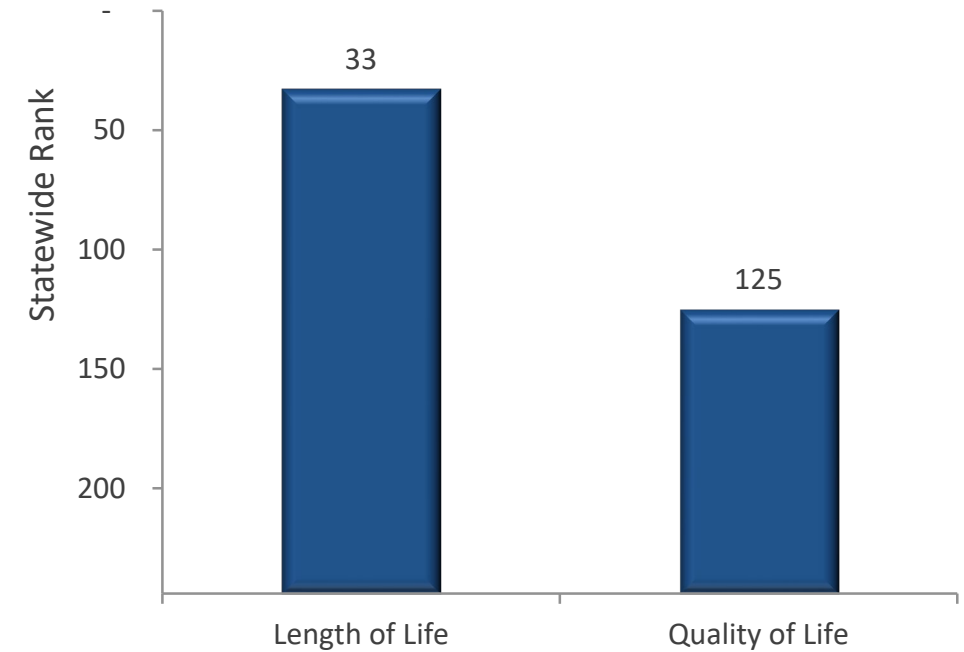
# Health Outcomes Rankings



Health Outcome Ranks

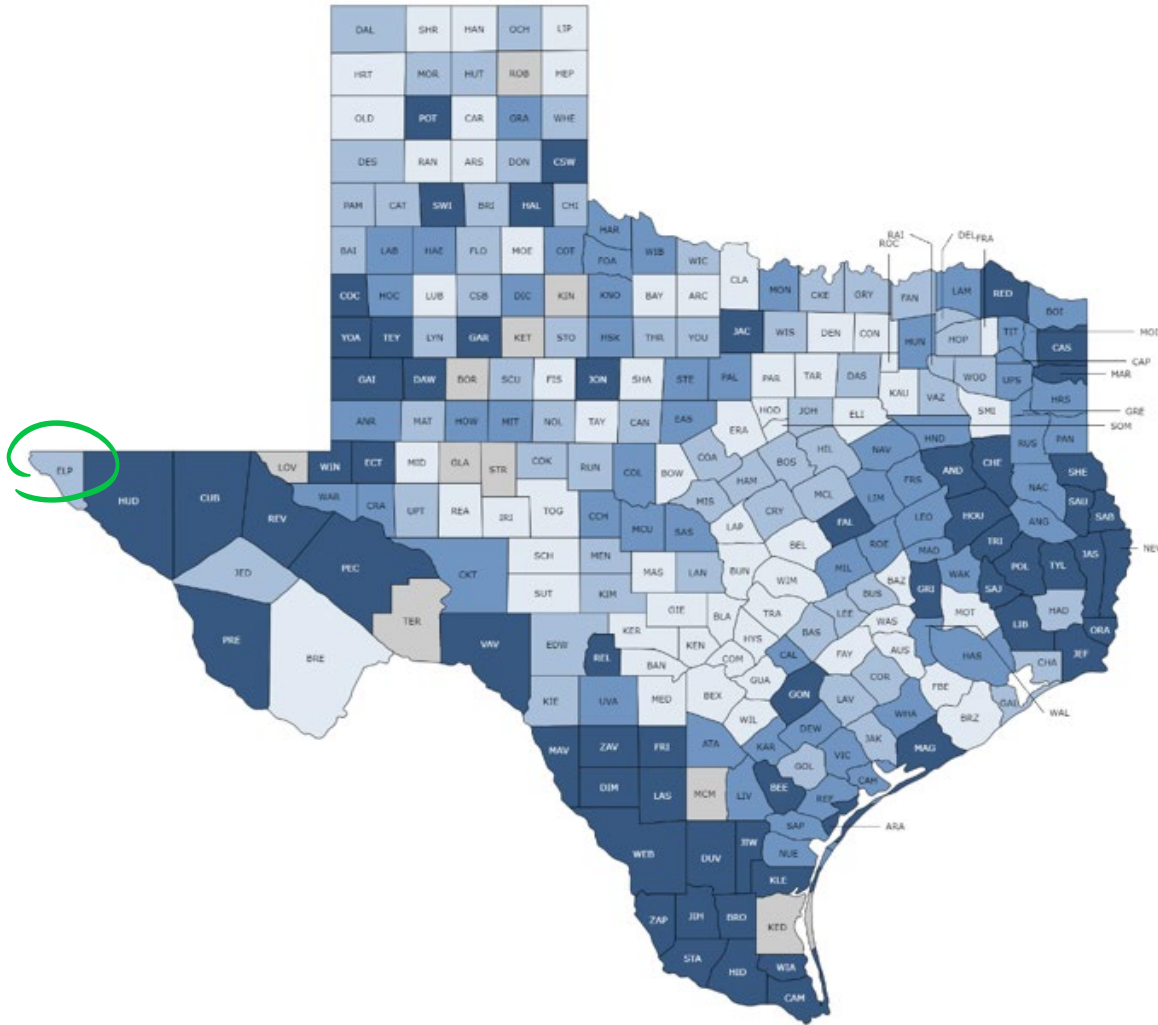
1 to 61	62 to 122	123 to 183	184 to 244
---------	-----------	------------	------------

El Paso County ranks **56<sup>th</sup>** out of 244 reported counties in Texas for health outcomes.





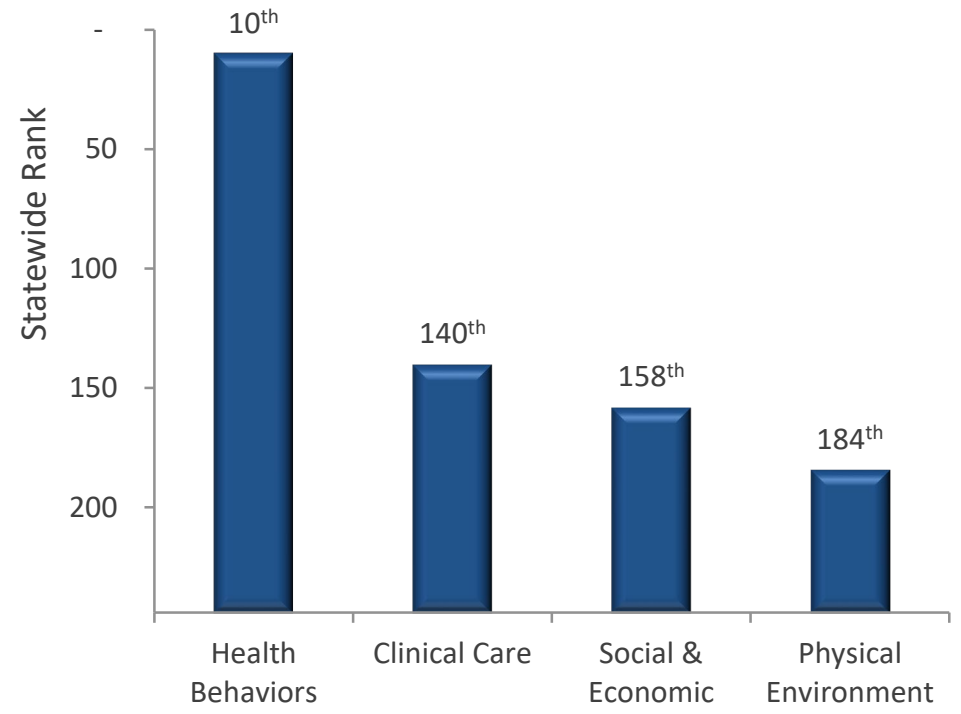
# Health Factor Rankings

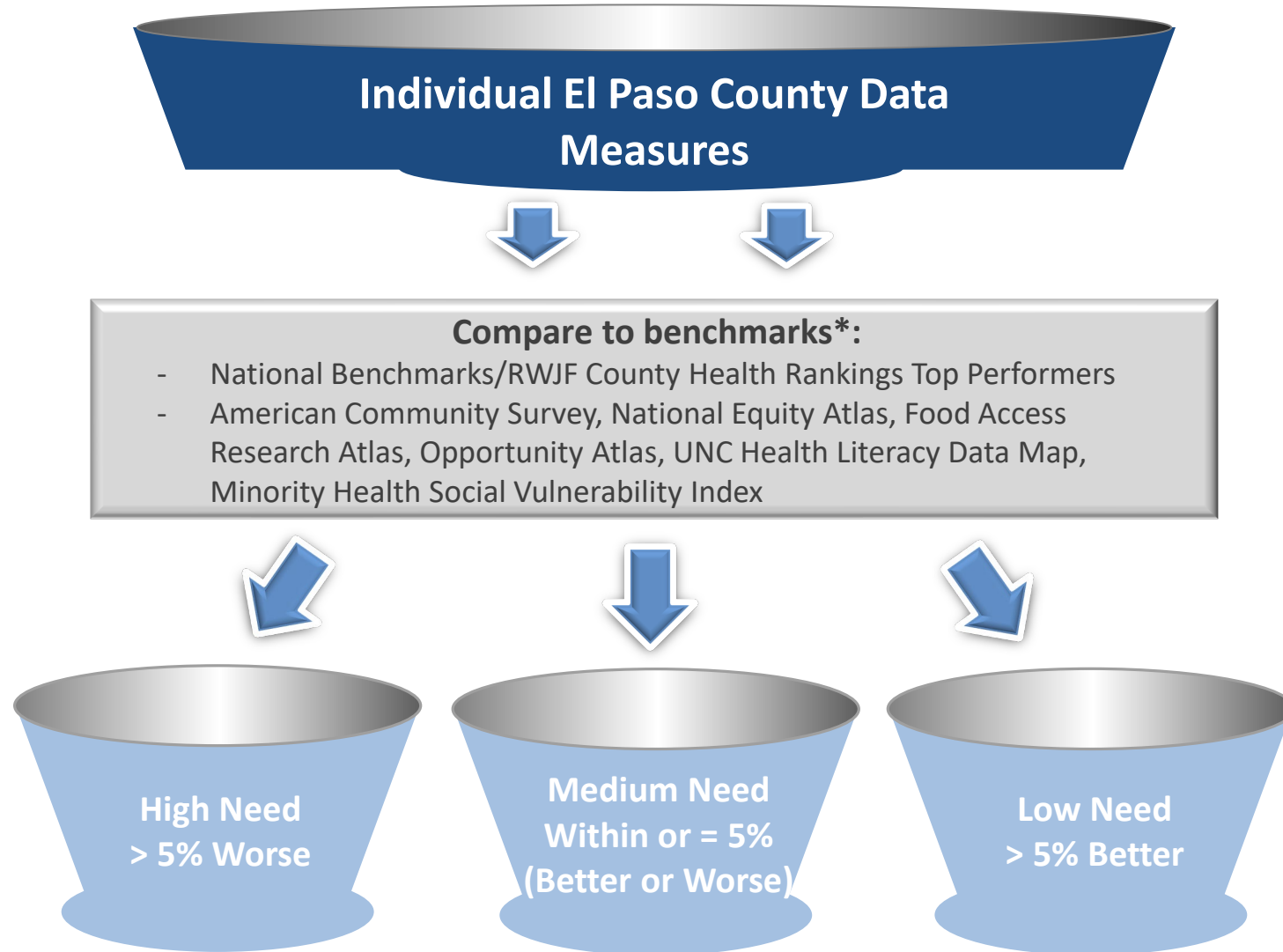


Health Factor Ranks

1 to 61	62 to 122	123 to 183	184 to 244
---------	-----------	------------	------------

El Paso County ranks **77<sup>th</sup>** out of 244 reported counties in Texas for health factors.





\*When available, individual El Paso County Data Measures were compared to State -level data measures, otherwise compared to National-level data measures



# Secondary Data Prioritization

## Lagging Indicators

## Health Outcomes

What do we want to improve in El Paso County?

Length of Life

0

Maternal and  
Infant Health

0

Mental Health

3

Physical Health

6

## Leading Indicators

## Health Factors

What do we need to focus on to make those improvements?

Access to Care

7

Quality of Care

3

Diet and Exercise

1

Sexual Health

1

Substance Use  
Disorders

1

Tobacco Use

0

Built  
Environment

0

Environmental  
Quality

1

Housing and  
Homelessness

1

Transportation  
Options and  
Transit

1

Education

1

Employment

1

Family,  
Community, and  
Social Support

3

Food Security

3

Income

2

Safety

1

Values in bottom right represent number of measures with high need.



- Ascendient reviewed CHNAs for a variety of local hospitals and health systems, including:
  - University Medical Center, El Paso Children's Hospital, El Paso Behavioral Health Consortium
- In addition, Ascendient reviewed health needs assessment evaluations from local organizations, including:
  - Coalition for a Healthy Paso del Norte strategic health framework report and update
  - Combined Arms Veteran Needs Assessment Survey Results Report
  - The Texas State Health Plan
  - City of El Paso



**RESILIENT EL PASO**







## Summary Findings: Identified Needs by Secondary Data Source

Priority Area	Health Outcomes/ Factors	PdN 2012 Framework	PdN 2016 Update	Veterans Needs Assessment	City of El Paso	Texas State Health Plan	UMC	EPCH	Healthy People 2030
Mental Health and Behavioral Health/ Wellness	✓	✓	✓			✓	✓	✓	
Access to Health Care	✓	✓	✓	✓		✓			✓
Obesity/Diabetes/Fitness/Nutrition	✓	✓	✓				✓	✓	
Social Determinants of Health	✓	✓	✓		✓				✓
Substance Use Disorders		✓	✓						
Sexual Health		✓	✓						
Violence and Injury Prevention		✓							
Provider Availability				✓		✓			
Quality of Health	✓					✓			
Primary Care						✓	✓		
Specialty Care							✓	✓	
Health Communication/Literacy	✓								✓
Health Equity									✓



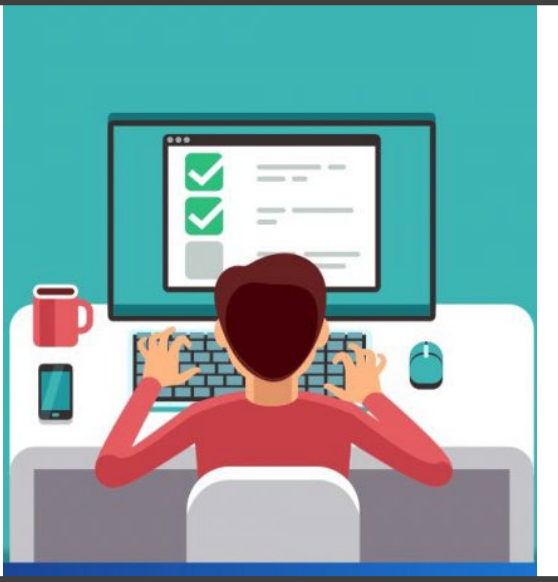
# Findings Review

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Primary Data



### Community Surveys



- A total of **3,653** surveys were completed.
- Surveys were available in both English and Spanish via electronic and paper versions.
- The Public Health Department team performed extensive outreach to homes and organizations throughout the community to gather broad input.

### Key Leader Focus Groups and Web Surveys



- Nearly **45** key leaders completed surveys and focus groups.
- Stakeholders represented a range of organizations, including tribal leaders, non-profit partners, government officials, physicians, and mental health advocacy organizations.



Rank the top 3 community health needs of El Paso County:

Rank	Community Surveys	Key Leader Surveys
#1	Obesity	Cardiovascular health/ Diabetes/Hypertension
#2	Cardiovascular health/ Diabetes/Hypertension	Obesity
#3	Mental health	Mental health
#4	Behavioral health (including substance use)	Behavioral health (including substance use)
#4	Senior health	Senior health



Which 3 areas impact the health of your community the most?

Rank	Community Surveys		Key Leader Surveys	
#1		Income		Diet and Exercise
#2		Access to Care		Access to Care
#3		Diet and Exercise		Income
#4		Employment		Education
#5		Education		Family, community, and social support



# Key Leader Web Survey Results



If you were in charge, what specific thing(s) would you do to improve the health of the community you serve, and why?

- Expand integrated health care access in a variety of venues, including school based and geographically spread sites.
- Expand transportation
- Increase access to healthy, affordable foods
- Streamline processes to make access to care easier. System navigation is a HUGE problem.



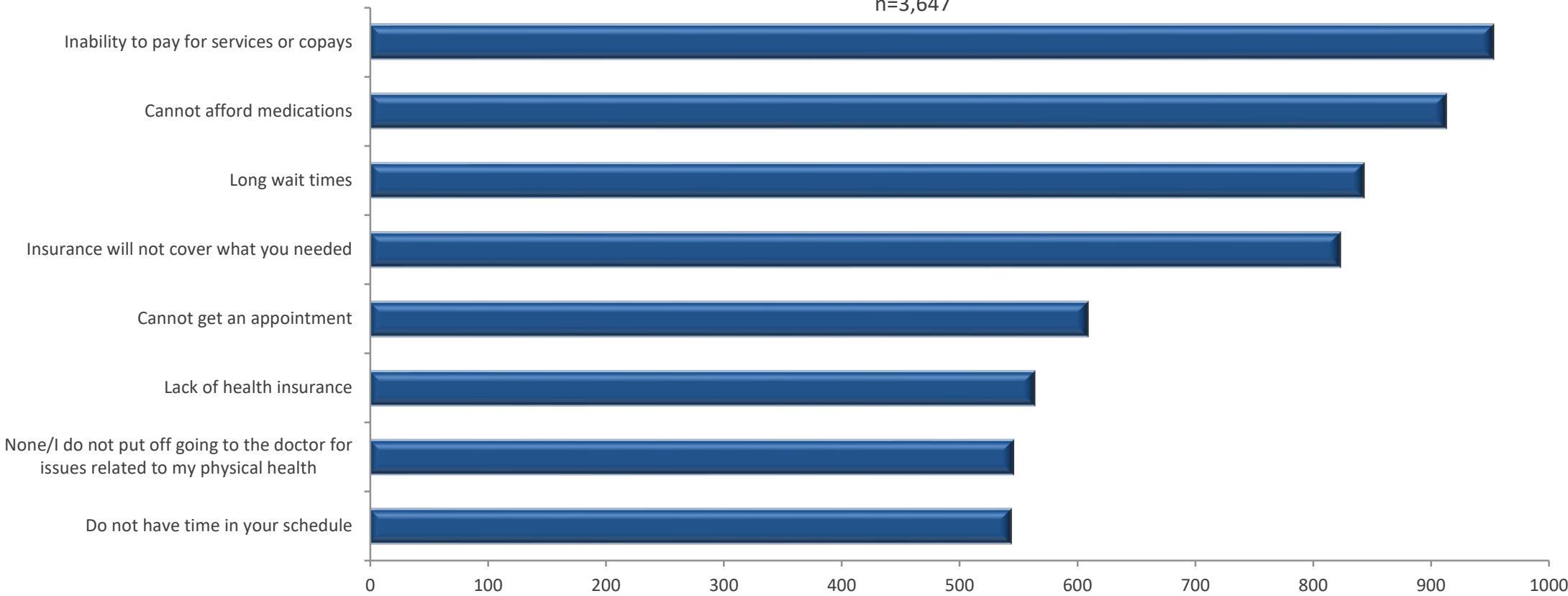


# Community Web Survey Results: Reasons for Not Seeking Care for Physical Health

Inability to pay for services was noted as a reason for putting off going to the doctor by one-quarter of all respondents. Other financial limitations, such as ability to afford medications and ability of insurance to cover services, were also about the most common responses.

What do you believe has the greatest impact on why you might put off going to the doctor for issues related to your physical health? Please select all that apply.

n=3,647



Values included by more than 15% of respondents depicted above.

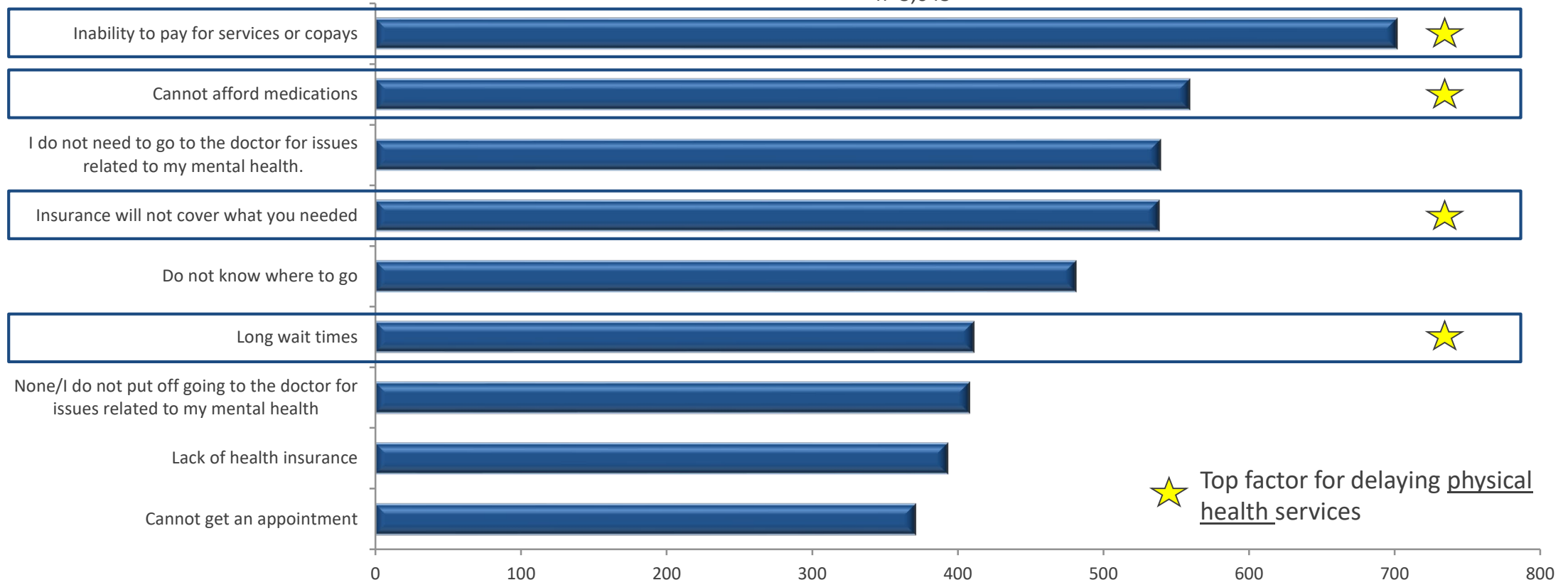


# Community Web Survey Results: Reasons for Not Seeking Care for Mental Health

Like physical health, inability to pay/financial considerations were identified as 3 of the top 4 barriers to receiving mental health care from a provider.

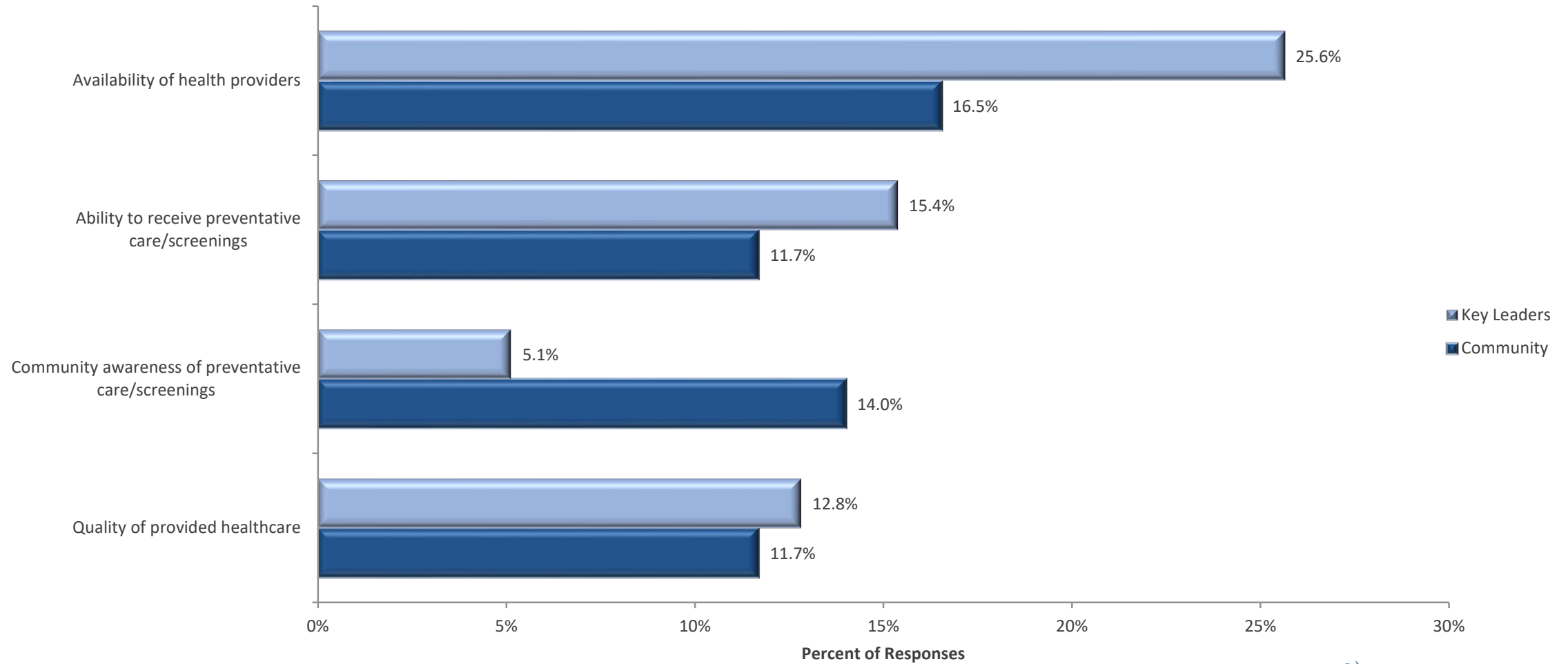
**What do you believe has the greatest impact on why you might put off going to the doctor for issues related to your mental health? Please select all that apply.**

n=3,643





In your opinion, which ONE (1) clinical care issue needs the most improvement in your community?



N=3634 (community); 39 (key leader)



## Summary Findings: Identified Needs by Primary Data Source

	Priority Area	Community	Key Leaders
★	Access to care	✓	✓
★	Behavioral Health (inc. Substance Use Disorders)	✓	✓
★	Cardiovascular health/Diabetes/Hypertension	✓	✓
★	Diet and exercise	✓	✓
	Education	✓	✓
	Income	✓	✓
★	Mental Health	✓	✓
★	Obesity	✓	✓
	Senior Health	✓	✓
	Family, Community, and Social Support		✓
	Employment	✓	

★ Top priority area from secondary data



## Prioritization

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## Prioritization of Need: Key Considerations

- Urgency/seriousness of solving problem
- Ability of health department to directly impact
- Cost and/or return on investment
- Size and impact of problem
- Availability of resources (staff, time, money, equipment) to solve problem
- Consideration of Social Determinants of Health and health equity

### Social Determinants of Health



Social Determinants of Health  
Copyright-free

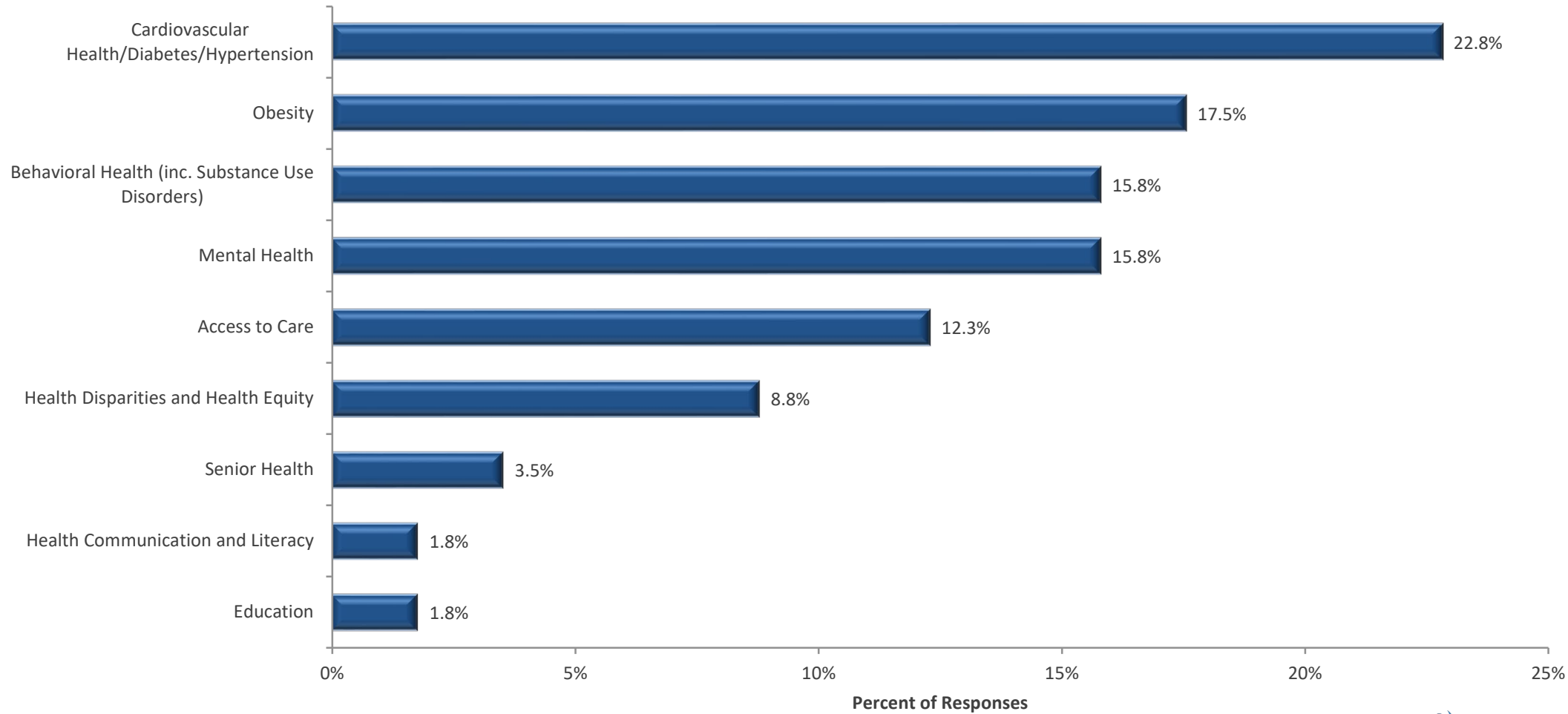
 Healthy People 2030





# Prioritization of Needs: Polling Results

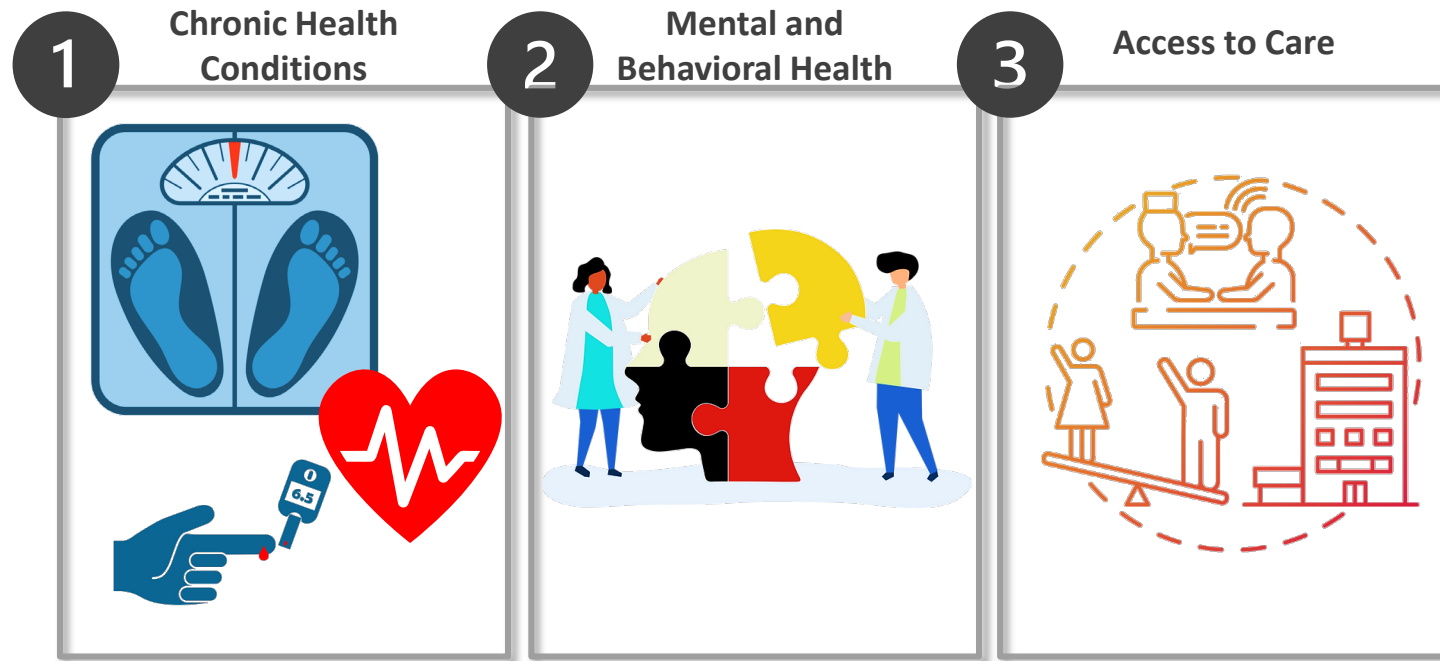
Members of the CHA Advisory Board participated in a live polling exercise and subsequent discussion to identify the greatest community needs of El Paso. Their voting results yielded the following top health needs:





## Prioritization of Needs: CHA Priorities

Based on the poll results, the final CHA priorities for 2022 include chronic health conditions, mental and behavioral health, and access to care.





Discussion/Questions?



Legislation Text

---

File #: 23-107, 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, 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 approving a Special Permit to allow for infill development with reduced average lot width for a duplex on the property described as being all of Lot 4, Block 1, Sunrise Acres No. 2 Replat D, 7833 Mount Latona Drive, City of El Paso, El Paso County, Texas. Pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 7833 Mount Latona Dr.

Applicant: Pedro and Francisca Morales, PZST21-00014

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

**AGENDA DATE:** January 31, 2023  
**PUBLIC HEARING DATE:** February 28, 2023

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

**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 approving a special permit to allow for infill development with reduced average lot width for a duplex on the property described as Being all of Lot 4, Block 1, Sunrise Acres No. 2 Replat D, 7833 Mount Latona Drive, 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 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: 7833 Mount Latona Dr.

Applicant: Pedro and Francisca Morales, PZST21-00014 – 7833 Mount Latona Dr.

**BACKGROUND / DISCUSSION:**

The applicant is requesting a special permit to allow for infill development with reduced average lot width for a duplex in an R-4 (Residential) zone district. The City Plan Commission recommended 6-0 to approve the special permit on December 15, 2022. As of January 23, 2023, the Planning Division has not received any communication in support or opposition to the special permit request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

---

Philip E. Etiwe – Planning and Inspections Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00014, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCED AVERAGE LOT WIDTH FOR A DUPLEX ON THE PROPERTY DESCRIBED AS BEING ALL OF LOT 4, BLOCK 1, SUNRISE ACRES NO. 2 REPLAT D, 7833 MOUNT LATONA DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, Pedro and Francisca Morales, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a duplex with a reduced average lot width; and,

**WHEREAS**, a report was made to the City Plan Commission and a public hearing was held regarding such application; and,

**WHEREAS**, the City Plan Commission has recommended approval of the subject Special Permit; and,

**WHEREAS**, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

**WHEREAS**, the City Council of the City of El Paso finds that the application conforms to all requirements of Sections 20.04.320 of the El Paso City Code.

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

1. That the property described as follows is in a R-4 (Residential) Zone District:

Being all of Lot 4, Block 1 Sunrise Acres No. 2 Replat D, 7833 Mount Latona Drive, 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 duplex with a reduced average lot width; and,
3. That this Special Permit is issued subject to the development standards in the R-4 (Residential) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive 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,

ORDINANCE NO. \_\_\_\_\_

**PZST21-00014**

22-1007-3009 | 1219702

7833 Mount Latona | Special Permit Infill Dev w/Infill reduced setbacks

JG



4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST21-00014 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.


**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

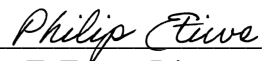
**ATTEST:**

\_\_\_\_\_  
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

**ORDINANCE NO.** \_\_\_\_\_

**PZST21-00014**

22-1007-3009 | 1219702

7833 Mount Latona | Special Permit Infill Dev w/Infill reduced setbacks

JG

## AGREEMENT

Pedro and Francisca Morales, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the R-4 (Residential) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 10 day of Jan, 2023.

Pedro and Francisca Morales:

By: Pedro Morales Francisca Morales  
(name/title)

Pedro Morales Francisca Morales  
(signature)

## ACKNOWLEDGMENT

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument is acknowledged before me on this 10 day of Jan, 2023, by \_\_\_\_\_, for Pedro and Francisca Morales, as Owner.

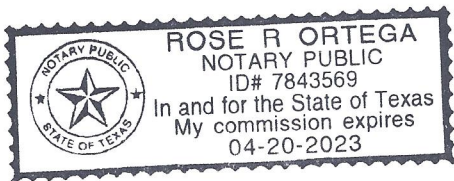
My Commission Expires:

04/20/2023

Notary Public, State of Texas

Notary's Printed or Typed Name:

Rose R Ortega

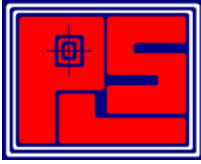


(Exhibits on the following pages)

ORDINANCE NO. \_\_\_\_\_

22-1007-3009 | 1219702  
7833 Mount Latona | Special Permit Infill Dev w/Infill reduced setbacks  
JG

PZST21-00014



**Exhibit "A"**  
**PRECISION LAND SURVEYORS**

10441 VALLE DE ORO DR.

El Paso, Texas 79927

Ph# (915) 222-5227

Being all of Lot 4, Block 1,  
Sunrise Acres No.2 Replat D,  
City of El Paso, El Paso County, Texas  
August 5, 2021;

**METES AND BOUNDS DESCRIPTION**

Description of a parcel of land being all of Lot 4, Block 1, Sunrise acres of land more or less. No.2 Replat D, 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 iron rod at the centerline intersection of Atlas Avenue (60' right of way) and Mount Latona Drive (60' right of way), from which a found iron rod at the centerline intersection of Atlas Avenue and Howard Drive (60' right of way) bears North 88°01'28" West a distance of 986.40 feet, thence along Atlas Avenue centerline, North 88°01'28" West a distance of 50.00 feet to a point, thence leaving said centerline, South 01°58'32" West a distance of 30.00 feet to a found "X" at the southerly right of way and the **"TRUE POINT OF BEGINNING"**.

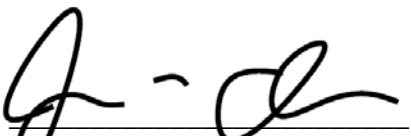
Thence, 31.42 feet along the arc of a curve to the right which has a **radius of 20.00 feet**, a **central angle of 90°00'00"**, a tangent of 20.00 feet, and a **chord** which bears **South 43°01'28" East** a distance of **28.28 feet** to a found "X" at the westerly right of way of Mount Latona Drive;

Thence along said right of way, **South 01°58'32" West** a distance of **45.12 feet** to a found nail on rock wall;

Thence leaving said right of way, **North 88°01'28" West** a distance of **157.80 feet** to a found 1/2" rebar with cap "6085";

Thence, **North 01°58'32" East** a distance of **65.12 feet** to a found "x" at the westerly right of way of Atlas Avenue;

Thence along said right of way, **South 88°01'28" East** a distance of **137.80 feet** to **"TRUE POINT OF BEGINNING"** and containing in all **10,191 square feet** or **0.23 acres** of land more or less.

  
Jesus D. Ibarra, RPLS No.6085  
August 5, 2021





## PROJECT



## PROJECT LOCATION

3. AREAS ANNEXED PRIOR TO 1955

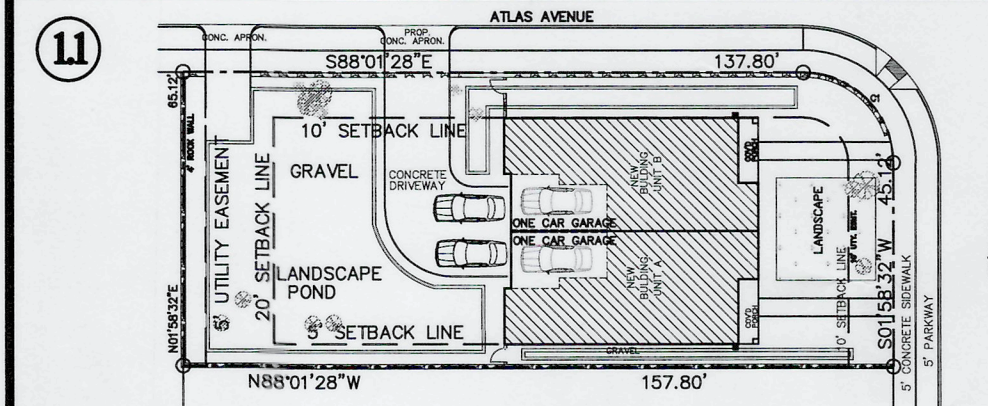
CALCULATION:  
LAND ANNEXED PRIOR TO 1955PLANNING & INSPECTIONS DEPARTMENT  
PLANNING DIVISION  
DETAILED SITE DEVELOPMENT PLAN  
APPROVED BY CITY COUNCIL1-10-2023  
DATETranessa Muehle  
APPLICANTKevin Smith  
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

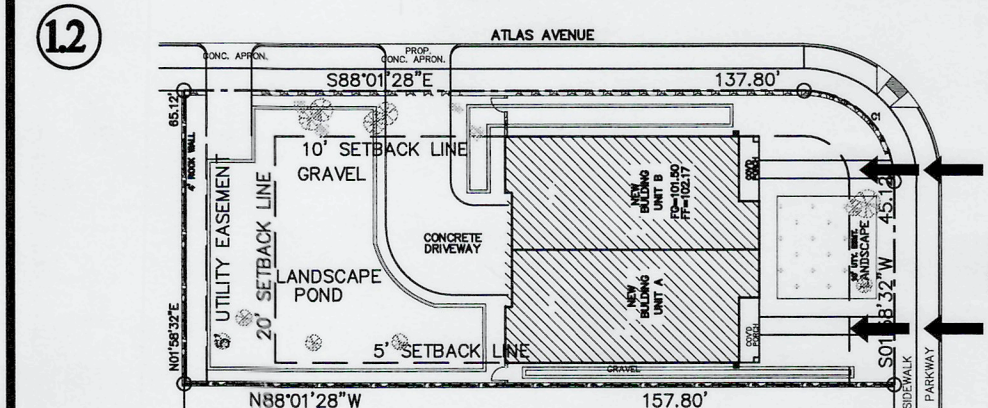
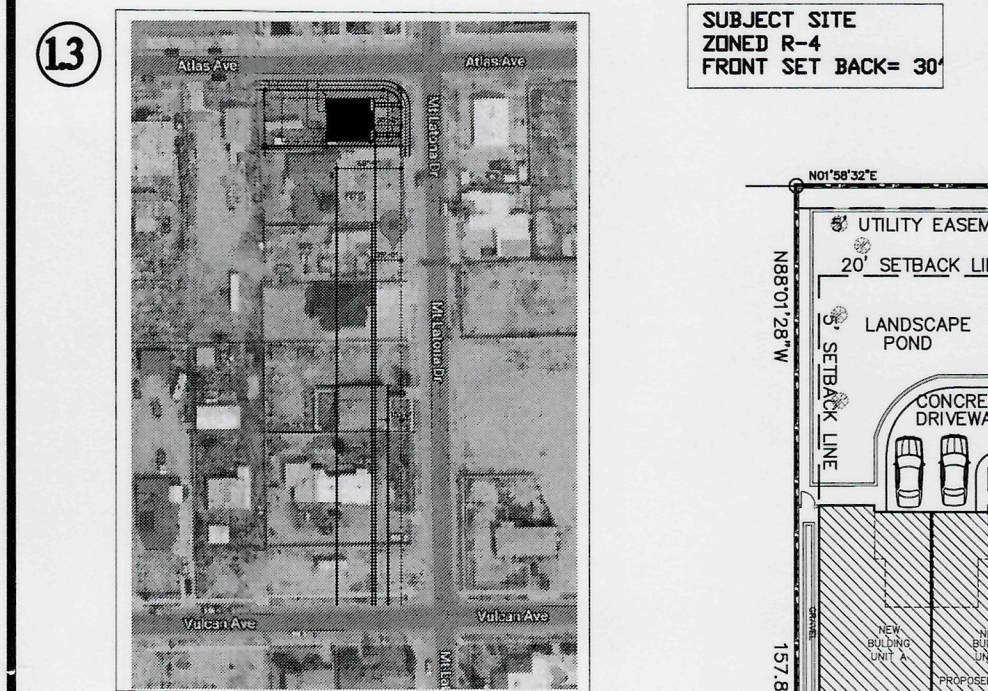
## SITE PLAN

SCALE: 3/32"=1'-0"

## 1 MANDATORY DESIGN REQUIREMENTS



TWO ON-SITE SURFACES PARKING AND TWO INSIDE THE BUILDING, IN EACH UNIT ONE CAR GARAGE IS PROVIDED. NO PARKING WILL BE IN FRONT IN ACCORDANCE WITH MANDATORY REQUIREMENT.

CALCULATION:  
PRINCIPAL ORIENTATION IS TOWARD MOUNT LATONA WHICH STREET ENTRANCE FROM THE SIDEWALK THIS COMPLIES WITH MANDATORY DESIGN REQUIREMENTS.

ALL SETBACKS ON THIS BLOCK HAVE A FRONT SETBACK THAT VERY 15', 22', 35' TO 68' WITH AN AVERAGE OF 35'. 15% OF THE AVERAGE OF 35' IS 5.25' THIS MEANS A SETBACK BETWEEN 5.25' AND 40.25' IS REQUIRED FOR INFILL DEVELOPMENT ON THE SUBJECT PROPERTY. THE NEW STRUCTURE IS LOCATED APPROXIMATELY 30' FROM FRONT PROPERTY LINE, WHICH MEETS THIS STANDARD.

## Exhibit "B"

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	20.00	31.42'	20.00'	28.28'	N43°01'28"W 90°00'00"

## PONDING REQUIREMENTS FOR TYPICAL

Lot Area: 10,191.00 SQ. FT.

1/2 Street Area: 5820.00 SQ. FT.

Total Area: 16,011.00 SQ. FT.

16,011.0 SQ. FT. / 43560 = 0.3675 AC.

$$Q = \frac{0.3675 \times 4 \times 0.71}{12} = 0.0869 \text{ AC} - \text{FT (REQUIRED)}$$

T.P.=4049  
B.P.=3702

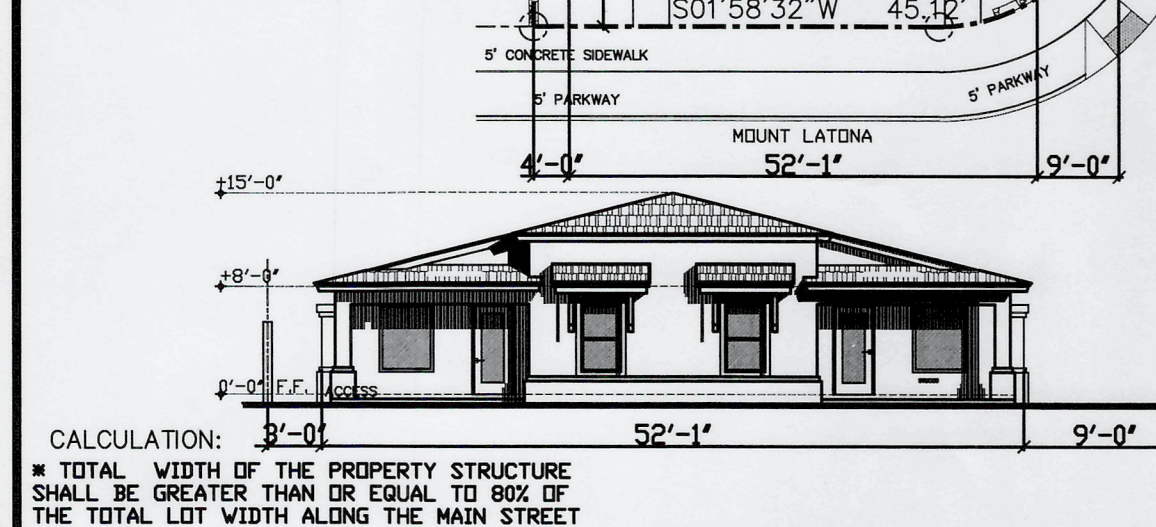
$$Q_{\text{prov}} = \frac{(T.P.=4049 + B.P.=3702)}{2} \times 1 / 43560 = 0.08896 \text{ AC. FT.}$$

## LEGEND

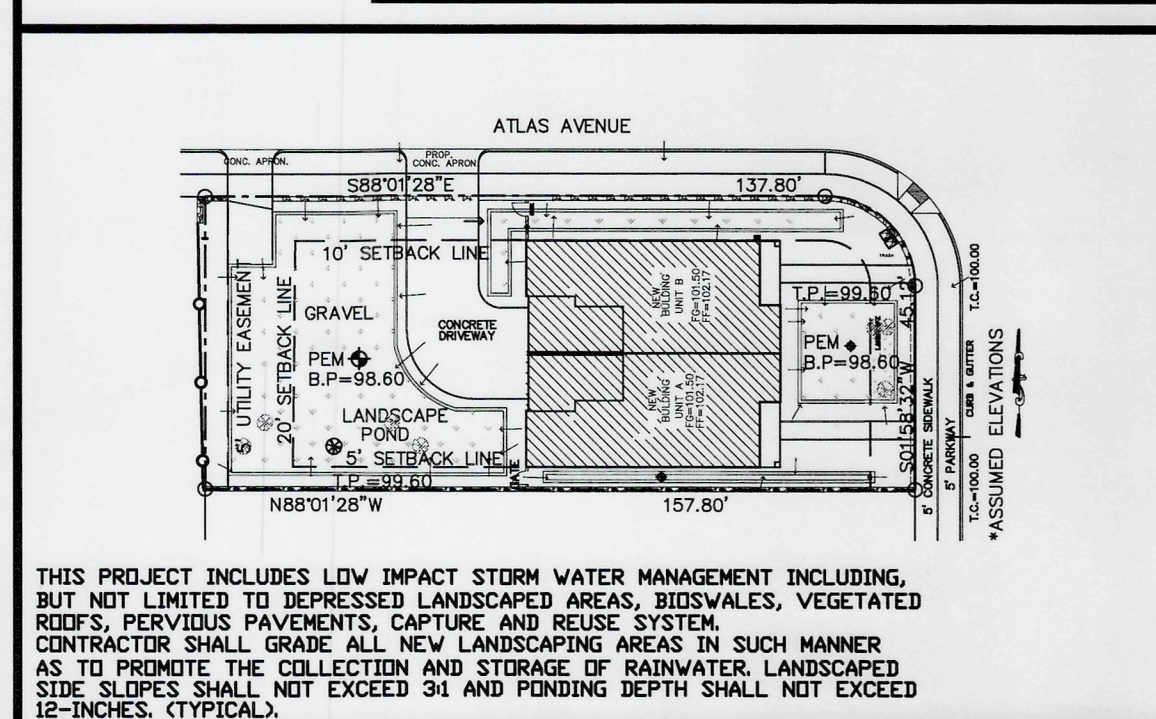
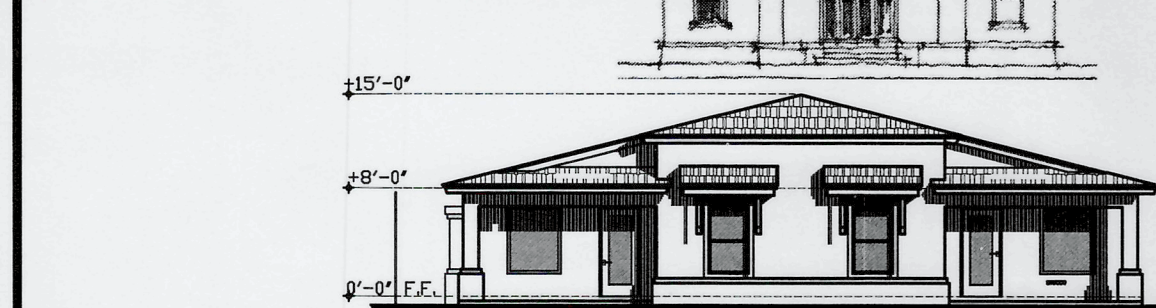
- CONCRETE CURB
- ARROWS INDICATE STREET ENTRANCE
- STORM WATER DRAINAGE FLOW ARROWS

## 2 SELECTIVE DESIGN GUIDELINES

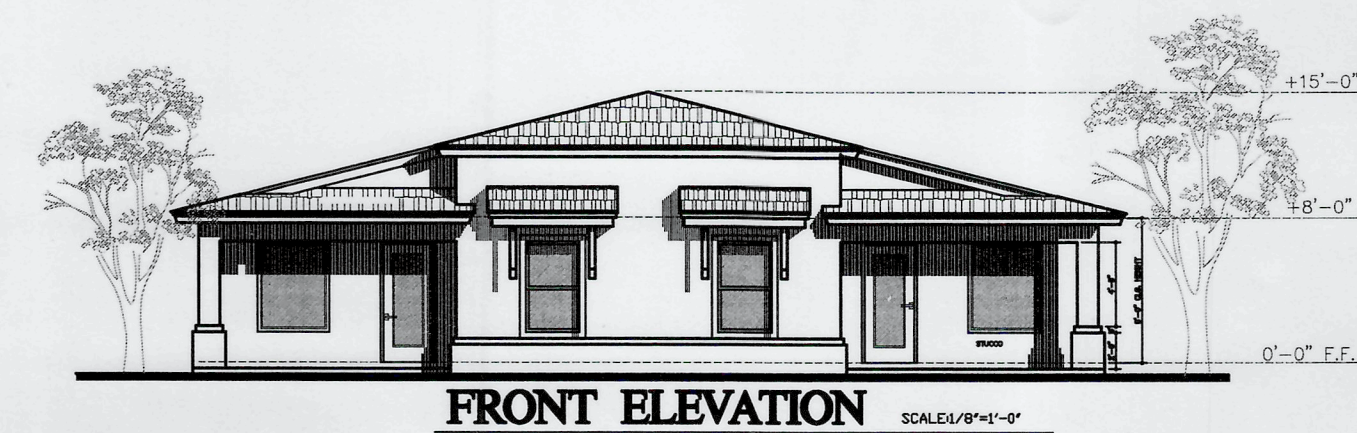
- 25 TOTAL LENGTH 55'-1" FEET = 100%  
55'-1" L. LINEAL FEET  
80% OF 65'-1" L. F. = 52'-1" LINEAL FEET  
52'-1" (BUILDING LENGTH)  
REQUIRED: 52'-1" L. F.  
PROVIDE: 52'-1" L. F.



- 26 THE PROJECT SHALL DEMONSTRATE COMPLIANCE WITH ONE OF THE ARCHITECTURAL STYLES DEFINED IN THE COMMUNITY DESIGN MANUAL OF EL PASO, AS LARGE PRAIRIE STYLE HOUSE

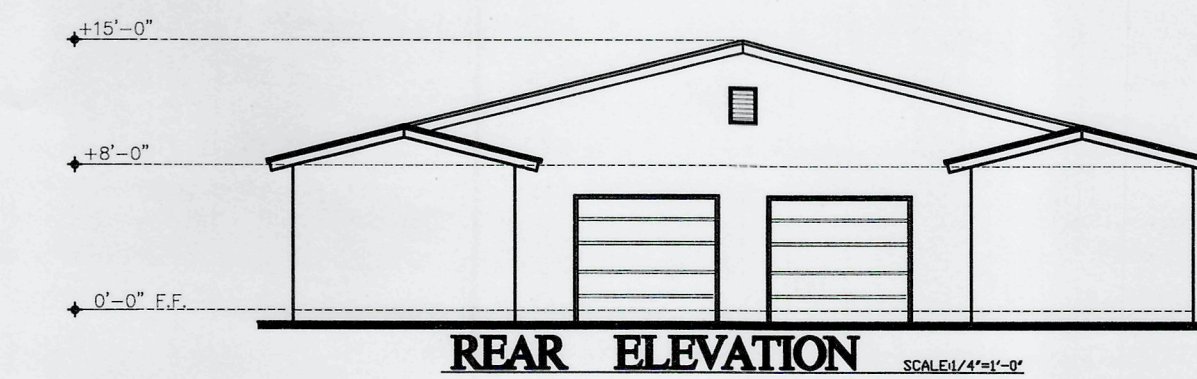


THIS PROJECT INCLUDES LOW IMPACT STORM WATER MANAGEMENT INCLUDING, BUT NOT LIMITED TO DEPRESSED LANDSCAPED AREAS, BIOSVALES, VEGETATED ROOFS, PERVIOUS PAVEMENTS, CAPTURE AND REUSE SYSTEM. CONTRACTOR SHALL GRADE ALL NEW LANDSCAPING AREAS IN SUCH MANNER AS TO PROMOTE THE COLLECTION AND STORAGE OF RAINWATER. LANDSCAPED SIDE SLOPES SHALL NOT EXCEED 3:1 AND PONDING DEPTH SHALL NOT EXCEED 12-INCHES, TYPICAL.



## FRONT ELEVATION

SCALE: 1/8"=1'-0"



## REAR ELEVATION

SCALE: 1/8"=1'-0"

## GENERAL SITE NOTES

- CONCRETE WALKS ARE TO BE SCORED AS INDICATED WITH 1/2" EXPANSION JOINTS INSTALLED AT 20'-0" O.C. BETWEEN INTERSECTING WALKS AND AS DETAILED.
- AREAS INDICATED "LANDSCAPING" SHALL BE CLEARED OF ALL NON-SOIL MATERIALS AND GRADED TO 6" BELOW THE FINISH GRADES INDICATED. TOPSOIL, CHIT AND/OR OTHER LANDSCAPING MATERIALS WILL BE INTRODUCED UNDER SEPARATE CONTRACT.
- CONTRACTOR IS RESPONSIBLE FOR ALL INCIDENTAL WORK REQUIRED WHETHER INDICATED OR NOT TO COMPLETE NEW WORK FOR INTENDED USE.
- REMOVE TREES, SHRUBS, GRASS AND OTHER VEGETATION, IMPROVEMENTS OR OBSTRUCTIONS INTERFERING WITH INSTALLATION OF NEW CONSTRUCTION. REMOVAL INCLUDES DIGGING OUT STUMPS AND ROOTS.
- CONTRACTOR STAGING AREA SHALL BE LOCATED WITHIN PROJECT SITE LIMITS.

## EL PASO MUNICIPAL CODE

## SCOPE OF WORK

NEW CONSTRUCTION - (DUPLEX)

## OCCUPANCY:

RESIDENTIAL

LOT AREA: (10,191 SQ FT)

## CONSTRUCTION TYPE: TYPE: V

## EXISTING ZONING: R4

## SETBACKS

FRONT	10	EXCEPT THAT A 20' DRIVEWAY MUST BE PROVIDE
BACK	10	
MINIMUM CUMULATIVE FRONT & REAR YARD	45	
SIDE	5	IF ABUTING RESIDENTIAL OR APARTMENTS DISTRICT
SIDE STREET	10	

## MINIMUM CUMULATIVE FRONT &amp; REAR YARD = 45

## LEGAL DESCRIPTION

LOT 4, BLOCK 1  
SUNRISE ACRES #2, REPLAT D  
CITY OF EL PASO, EL PASO COUNTY, TEXAS

## PROJECT ADDRESS

7833 MOUNT LATONA DR, EL PASO, TX 79904

## PROPOSED BUILDING AREA:

UNIT A: LIVING AREA:	1100.00 SQ. FT
UNIT B: LIVING AREA:	1100.00 SQ. FT

TOTAL LIVING AREA 2200 SQ. FT.

## PARKING REQUIRED:

4 PARKING SPACES	
UNIT A 2 BEDROOM = 2 PARKING	
UNIT B 2 BEDROOM = 2 PARKING	

TOTAL PARKING REQUIRED = 4 SPACES  
PROVIDE = 4 SPACES

100% PARKING PROVIDE

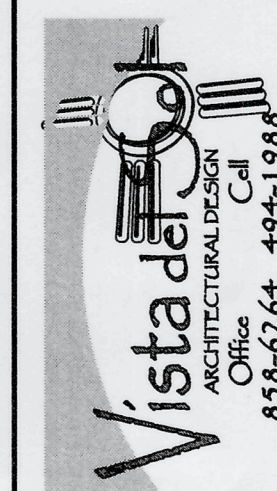
## AREA FOOTAGE

UNIT A  
LIVING AREA:  
TOTAL : 1100.0 F.  
GARAGE: 211 S.F.  
PORCH: 64 S.F.UNIT B  
LIVING AREA:  
TOTAL : 1100.0 F.  
GARAGE: 211 S.F.  
PORCH: 64 S.F.

## INCENTIVE PLAN

7833 MOUNT LATONA

DUPLEX TO BE BUILT ON:



## PLAN NO:

DTS 1

PREPARED 10-27-2022

BY: L.J.L.

REVISED

REVISED

REVISED

REVISED

P Z S T 2 1 - 0 0 0 1 4



# 7833 Mount Latona Drive

City Plan Commission — December 15, 2022



**CASE NUMBER:** PZST21-00014  
**CASE MANAGER:** David Samaniego, (915) 212-1608, [SamaniegoDC@elpasotexas.gov](mailto:SamaniegoDC@elpasotexas.gov)  
**PROPERTY OWNER:** Pedro and Francisca Morales  
**REPRESENTATIVE:** Luis Javier Lopez  
**LOCATION:** 7833 Mount Latona Dr. (District 2)  
**PROPERTY AREA:** 0.23 acres  
**EXISTING ZONING:** R-4(Residential)  
**REQUEST:** Special Permit for Infill Development for a reduced lot width for a duplex  
**RELATED APPLICATIONS:** None  
**PUBLIC INPUT:** None received as of December 8, 2022

**SUMMARY OF REQUEST:** The applicant is requesting a special permit to allow for infill development for a reduced lot width for a duplex in an R-4 (Residential) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the special permit for an infill development with reduction of average lot width in an R-4 (Residential) zone district. The proposal meets all the requirements of El Paso City Code 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.28 – Infill Development. The proposed development is also consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

## PZST21-00014

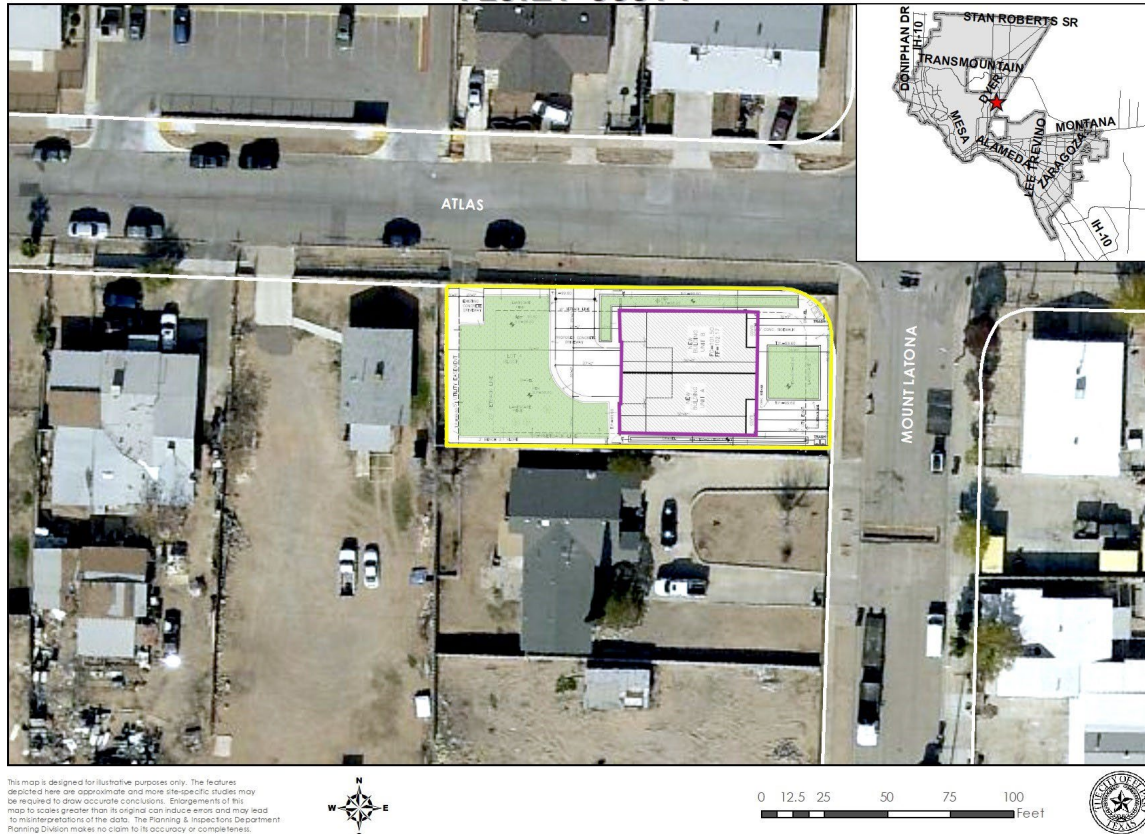


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting approval of a special permit for infill development and approval of a detailed site development plan to allow for a duplex with a reduction of the required lot width in the R-4 (Residential) district. The subject property is a 0.23-acre vacant lot. The detailed site development plan shows a proposed duplex with a total area of 2,200 square feet (1,100 square feet per unit) and 15 feet in height. The applicant is requesting a reduction from the required average lot width for a duplex of 70 feet to 65 feet. The detailed site development plan demonstrates compliance with all other applicable standards. Vehicular access to the subject property is from Atlas Avenue via a driveway to the rear of the proposed duplex.

Density/Setback - R-4 zone district	Required	Proposed
Lot area	7,000 sq. ft.	No change
<b>Lot width</b>	<b>70 ft.</b>	<b>65 ft.</b>
Lot depth	90 ft.	No change
Front yard setback	10 ft.	No change
Rear yard setback	10 ft.	No change
Side yard setback	5 ft.	No change
Side street yard setback	10 ft.	No change
Cumulative front & rear yard setback	45 ft.	No change

Note: bold indicated requested reductions

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
Criteria	Does the Request Comply?
<b>Location Criteria:</b> An infill development may be located on any parcel of land which meets at least one of the location criteria.	Yes. The subject property shares a common property line with a parcel within the Sunrise Acres No. 2 Subdivision, which was platted in 1930. This satisfies Mandatory Requirement 20.10.280.B.4 of the El Paso City Code - "Parcels of land within or that share a common property line to an existing subdivision platted for no less than twenty-five years."
<b>Mandatory Design Requirement 1.1:</b> Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50.070.F5.	Yes. Parking is provided at the rear of the property with access proposed from the side street off Atlas Avenue in accordance with Section 20.10.280(C) (1.i.) of the El Paso City Code.
<b>Mandatory Design Requirement 1.2:</b> Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The proposed development shows a building where the principal orientation and the principal entrance with access is from the sidewalk along Mount Latona Drive (main street).
<b>Mandatory Design Requirement 1.3:</b> For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. The property is located in a residential zone district where most of the lots have been developed with an average setback of 35 feet for all lots within the same block. The proposed development has a 30-foot front setback and is within the deviation of 15% of the average setback requirement.
<b>Selective Design Requirement 2.5:</b> The total width of the primary structure shall be greater than or equal to 80% of the total lot width along the main street. For the purposes of this calculation, any necessary vehicular access driveway shall be subtracted from the total lot width.	Yes. The total width of the duplex (52 feet, 1 inch) is at least 80% of the average width of 65 feet.



<b>COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)</b>	
<b>Selective Design Requirement 2.6:</b> The project shall demonstrate compliance with one of the architectural styles defined in the Community Design Manual of Plan El Paso.	Yes. The proposed architectural style is that of a large prairie style house, as defined in the Community Design Manual of El Paso.
<b>Selective Design Requirement 2.8:</b> The project includes low impact storm water management including, but not limited to, depressed landscaped areas, bioswales, vegetated roofs, pervious pavements, capture and reuse systems.	Yes. The project proposes to utilize depressed landscaped areas in such a manner as to promote the collection and storage of rainwater. Landscaped side slopes shall not exceed 3:1 and ponding depth shall not exceed 12-inches.

<b>COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
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 subject property has been vacant since it was officially platted in 1930 as a part of the Sunrise Acres No. 2 Subdivision. The applicant is requesting the following reduction: from the required lot width of 70 ft. to 60 ft.
2. Furtheres <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, Post-War future land use designation. The proposed development would increase the available housing stock in an area facing limited housing stock.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property directly abuts Mount Latona Drive and Atlas Avenue - both local streets. No reviewing departments had adverse comments, and the existing infrastructure is deemed appropriate to support the proposed use of a duplex.
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. No environmental problems currently exist or are anticipated from the approval of the proposed special permit and detailed site development plan. Adequate stormwater management is demonstrated, and no departments had adverse comments.
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 and building 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.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS &amp; POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:	Yes, the subject property and the proposed developments meet the intent of the G-3, Post-War Future Land Use designation. The proposed

<b>COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS &amp; POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>G-3, Post-War:</b> 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.	development is adjacent to other residential development.
<b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site: <b>R-5 (Residential) District:</b> The purpose of the district is to promote and preserve residential development within the City to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the district will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. The subject property is zoned R-4 (Residential) – with surrounding properties also zoned R-4 and A-2/c (Apartment/condition). The surrounding uses are single-family dwellings, duplexes, and apartments. The proposed development is compatible with the surrounding uses within its proximity.
<b>THE PROPOSED PROJECT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The proposed development is not within any historic districts or study area plan boundaries.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> 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.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family, duplexes, and multi-family dwellings.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property borders Mount Latona Drive and Atlas Avenue which are both designated as local streets as per the City of El Paso’s Major Thoroughfare Plan (MTP) and is adequate to serve the proposed development. The existing infrastructure and services are adequate to serve the proposed development. Sidewalks are present along the majority of the

developed properties along Mount Latona Drive and along most properties that front Atlas Avenue. The closest bus stop is on Hercules Avenue located 0.26 miles away.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** There were no adverse comments received from the reviewing departments. The applicant is responsible for obtaining all applicable permits and approvals prior to construction.

**PUBLIC COMMENT:** The subject property lies within the boundaries of the Logan Sunrise Neighborhood Association which were notified of the special permit application. Public notices were mailed to property owners within 300 feet of the subject property on November 29, 2022. As of December 8, 2022, the Planning Division has not received any communication in support or opposition to the request from the public

**RELATED APPLICATIONS:** N/A

**CITY PLAN COMMISSION OPTIONS:**

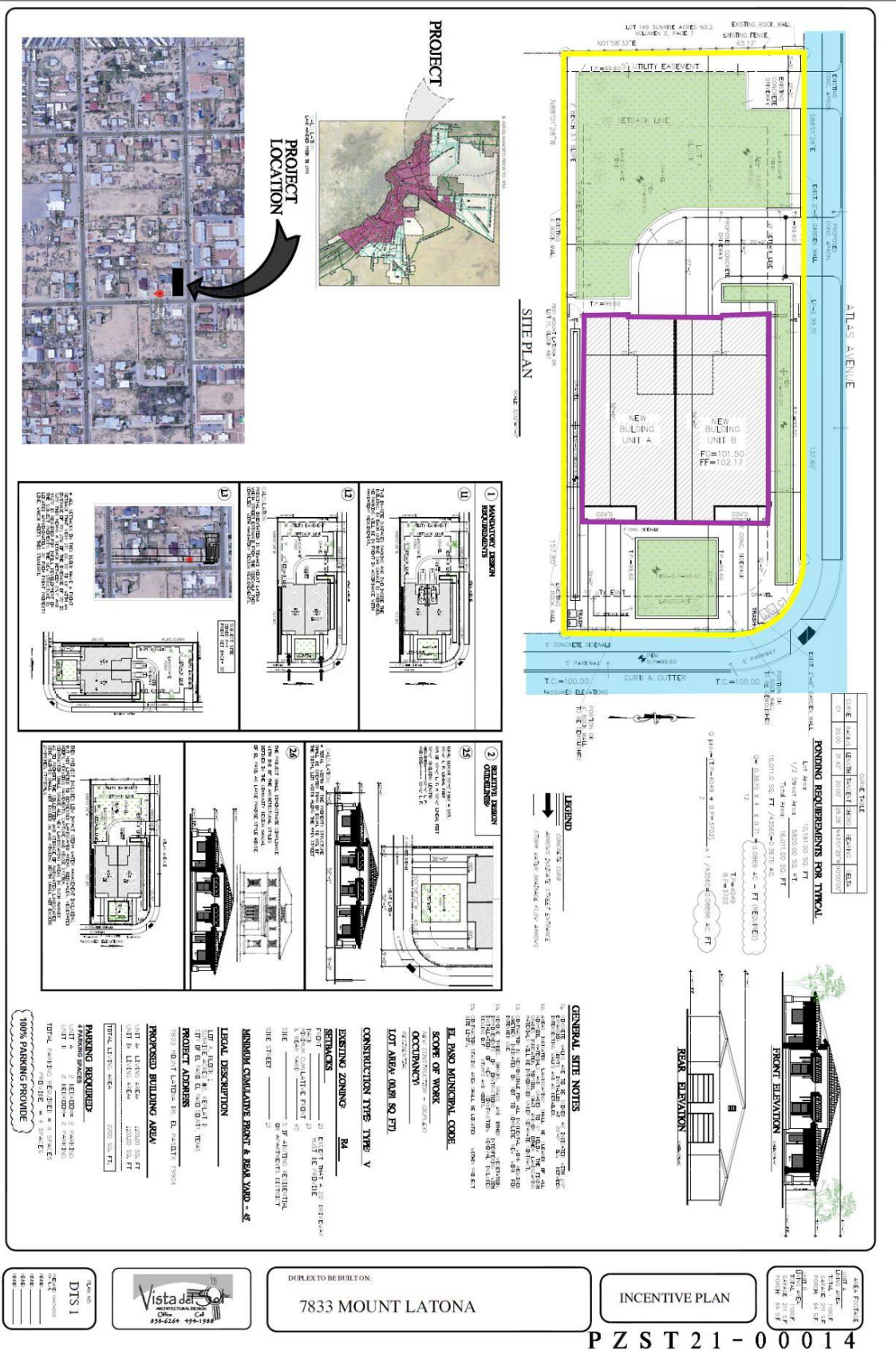
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

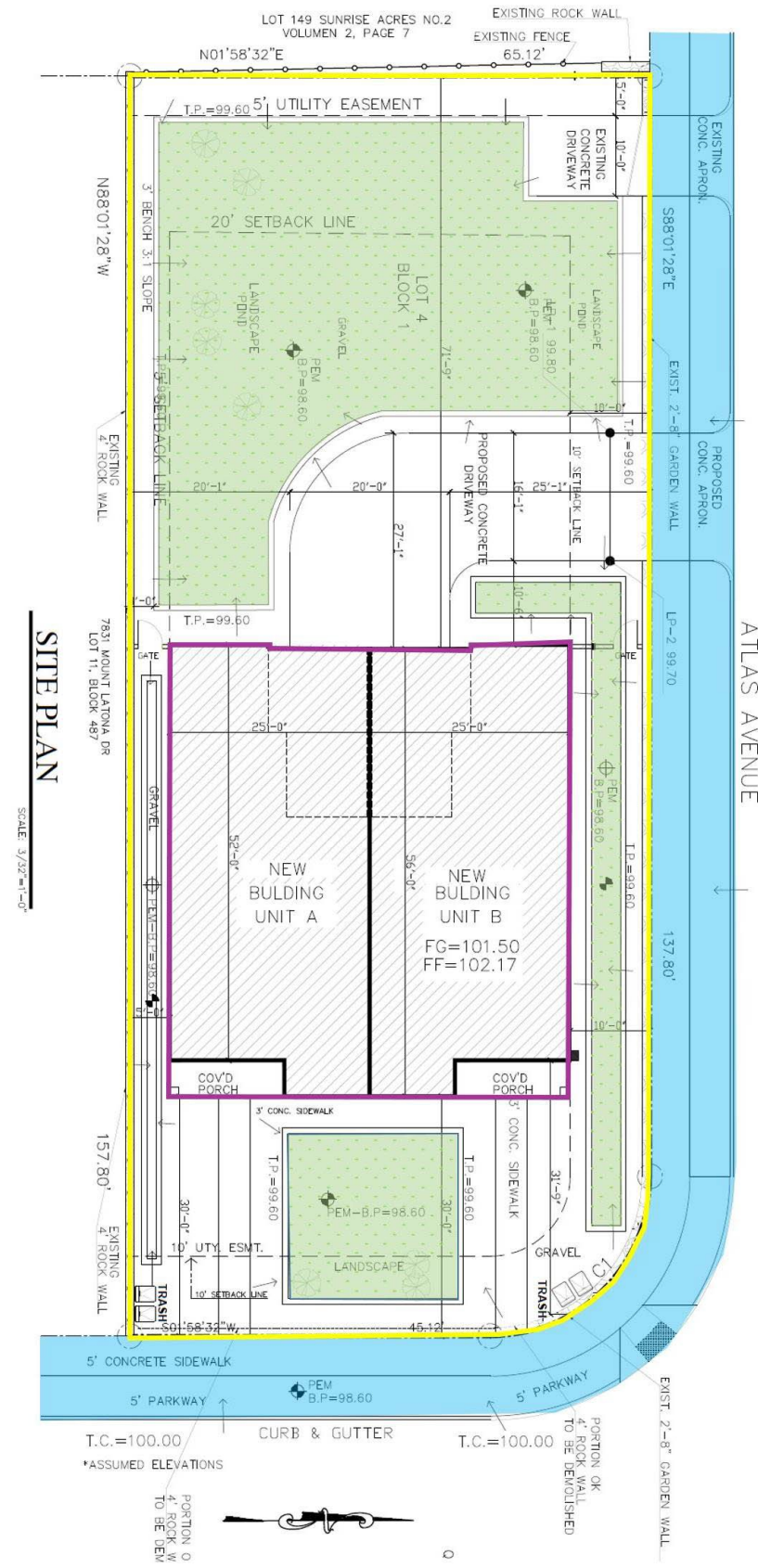
**ATTACHMENTS:**

1. Detailed Site Development Plan
2. Detailed Site Plan, Enlarged
3. Zoning Map
4. Department Comments
5. Neighborhood Notification Boundary Map

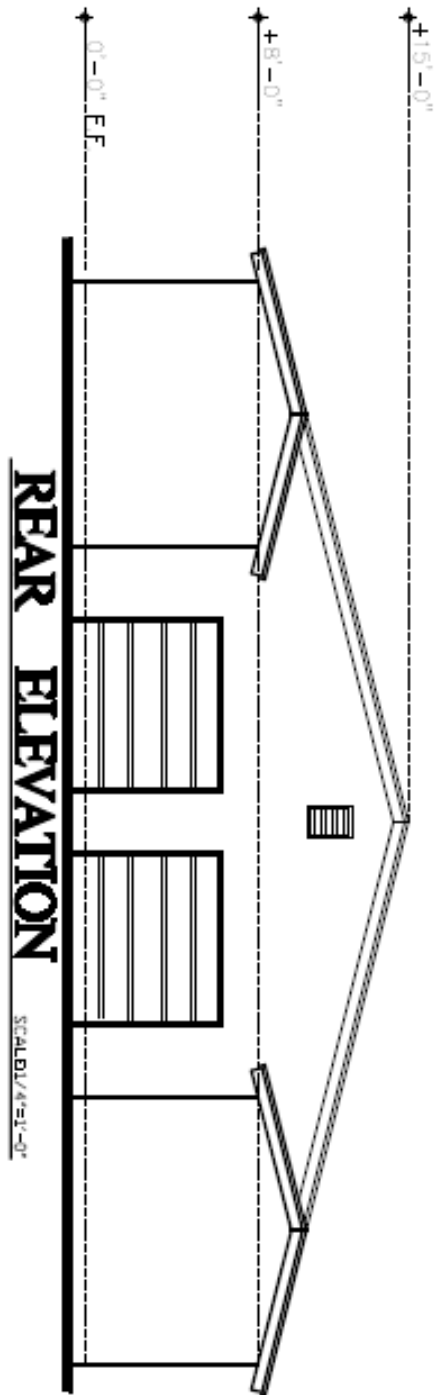
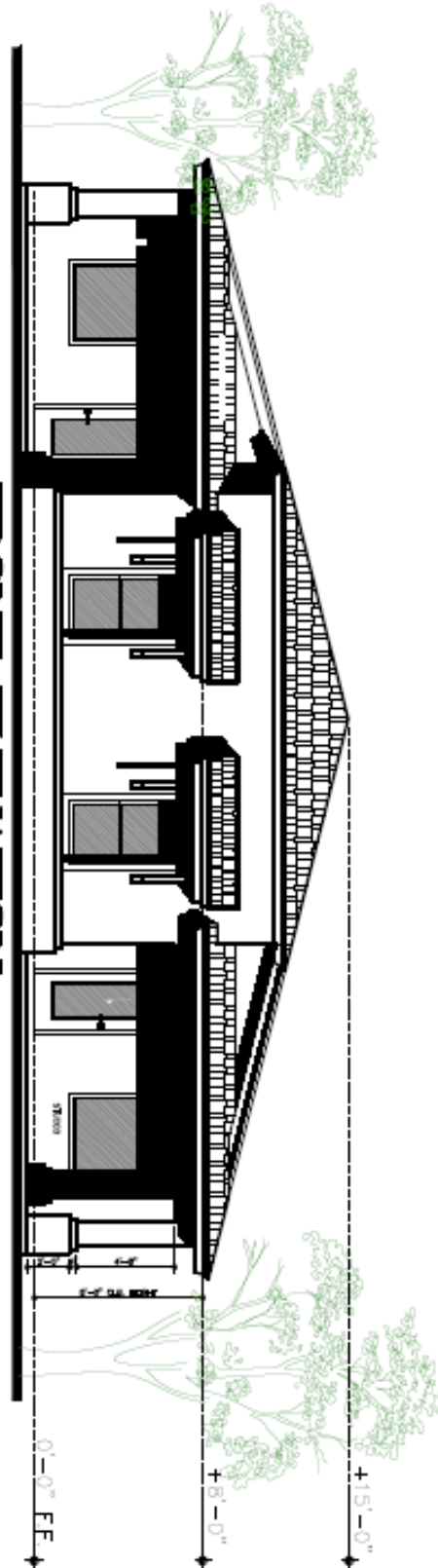
# ATTACHMENT 1



## ATTACHMENT 2







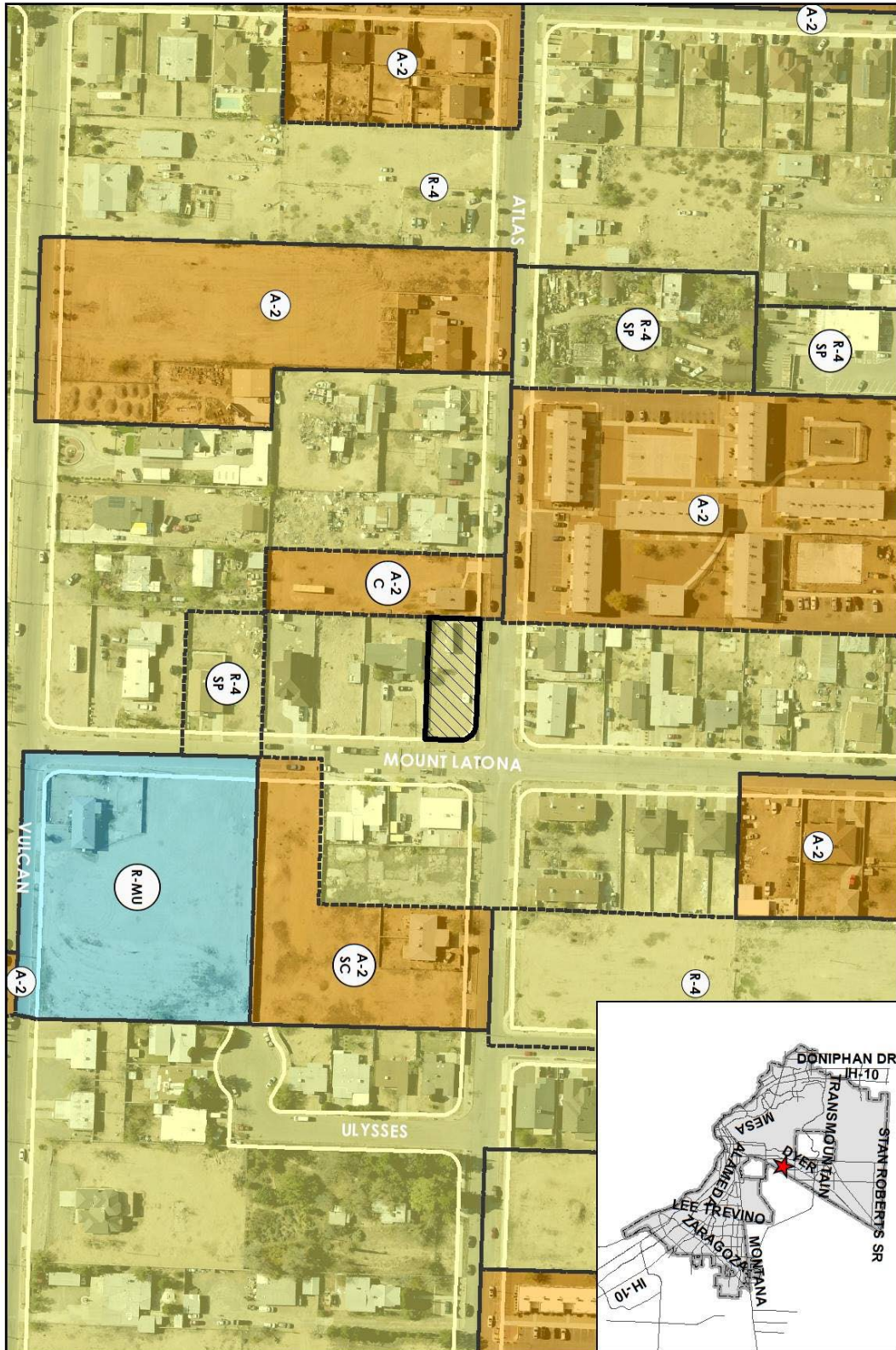
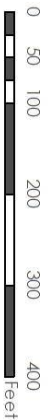


# ATTACHMENT 3

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 incorrect conclusions. The Planning Division makes no claim to its accuracy or completeness.



Subject Property



PZST21-00014

# **ATTACHMENT 4**

## **Planning and Inspections Department - Planning Division**

Staff recommends approval of the special permit for an infill development in R-5 (Residential) zone district. The proposal meets all the requirements of 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.2800 – Infill Development. Note the following staff comments:

- The restrictive covenants for the subject property currently restrict the permitted uses to single-family. The applicant will need to amend the restrictive covenants to allow for a duplex use prior to adding to the City Council agenda.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

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

## **Planning and Inspections Department – Land Development**

Show proposed storm-water runoff direction arrows on site plan.

## **Fire Department**

Recommend approval - no adverse comments.

## **Sun Metro**

Recommend approval - no objections.

## **Streets and Maintenance Department**

No objections to site plan.

## **El Paso Water**

We have reviewed the subdivision and provide the following comments:

EPWater does not object to this request.

### **Water:**

There is an existing 6-inch diameter water main that extends along Atlas Ave., located approximately 20-feet south of the north right-of-way line. This main is available for service.

There is an existing 6-inch diameter water main that extends along Mount Latona Dr., located approximately 20-feet west of the east right-of-way line. This main is available for service.

EPWater records indicate an active ¾-inch domestic water meter serving the subject property. The service address for this meter is 7831 Mount Latona Dr.

Previous water pressure readings conducted on fire hydrant number 204 located on the northeast corner of Atlas Ave. and Mount Latona Dr. have yielded a static pressure of 100 pounds per square inch (psi), residual pressure of 90 psi, and a discharge of 1,353 gallons per minute (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The 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 Atlas Ave., located approximately 18-feet north of the south right-of-way line. This main is available for service.

There is an existing 8-inch sanitary sewer main that extends along Mount Latona Dr., located approximately 25-feet east of the west right-of-way line property. This main dead-ends approximately 510-feet north of Vulcan Dr. This main is available for extension.

**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:**

EPW-Stormwater recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff. Otherwise, we have no objections to the building proposal.

**El Paso County Water Improvement District 1**

Not within the boundaries of EPCWID1.

**El Paso County 911 District**

No comments received.

**Texas Department of Transportation**

No comments received.

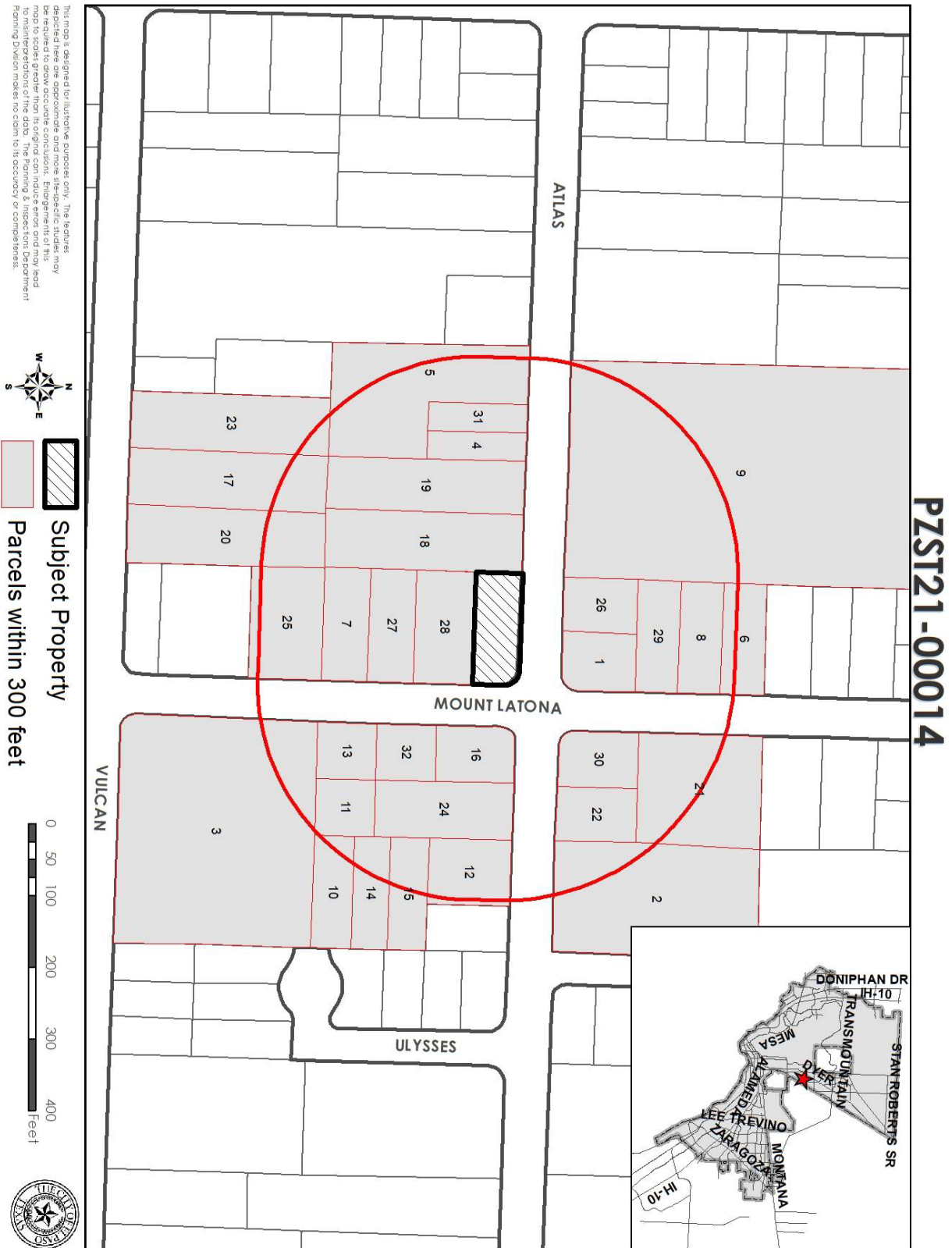
**Police Department**

No comments received.

**Environment Services**

No comments received.

# ATTACHMENT 5





Legislation Text

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File #: 23-189, Version: 1

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**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**

Communications and Public Affairs, Laura Cruz-Acosta, (915) 212-1061

**AGENDA LANGUAGE:**

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

An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments to Section 3.1 to allow District Representatives to appoint and remove District Office Staff; 3.18 to allow City Council to authorize leases for 40 years or less by Resolution or Ordinance; Section 3.5A to allow Council to reschedule meetings for holidays and allow the Mayor to cancel a Council meeting if required due to Declared Emergency; Section 3.9B, 3.10B, and 6.1-12 to align to State law and update obsolete references; Section 3.11 to remove the requirement for a second petition in initiatives, and provide a procedure for citizens to Initiate City Ordinances; Section 6.1-4 to authorize the City to create a policy regarding membership on the Civil Service Commission to reflect the community and City Workforce; Section 6.7-1 and 6.8-1 to allow the City to establish more flexible policies in hiring employees; Section 6.13-11D to establish the City contribution to the Police and Fire Pension Fund of no less than 18% of the wages of the participants, and remove the limit on the City's contribution; Section 3.20B to change the reporting structure for the Chief Internal Auditor to report directly to City Council; such election to be held within the City, on May 6, 2023; making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment; providing for severability and setting an effective date.



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

**DEPARTMENT:** Communications and Public Affairs

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:** February 7, 2023

**CONTACT PERSON NAME AND PHONE NUMBER:** Laura Cruz-Acosta, (915) 212-1061

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

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

**SUBGOAL:** 6.8 – Support Transparent and Inclusive Government

**SUBJECT:**

An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments to Section 3.1 to allow District Representatives to appoint and remove District Office Staff; 3.18 to allow City Council to authorize leases for 40 years or less by Resolution or Ordinance; Section 3.5A to allow Council to reschedule meetings for holidays and allow the Mayor to cancel a Council meeting if required due to Declared Emergency; Section 3.9B, 3.10B, and 6.1-12 to align to State law and update obsolete references; Section 3.11 to remove the requirement for a second petition in initiatives, and provide a procedure for citizens to Initiate City Ordinances; Section 6.1-4 to authorize the City to create a policy regarding membership on the Civil Service Commission to reflect the community and City Workforce; Section 6.7-1 and 6.8-1 to allow the City to establish more flexible policies in hiring employees; Section 6.13-11D to establish the City contribution to the Police and Fire Pension Fund of no less than 18% of the wages of the participants, and remove the limit on the City's contribution; Section 3.20B to change the reporting structure for the Chief Internal Auditor to report directly to City Council; such election to be held within the City, on May 6, 2023; making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment; providing for severability and setting an effective date.

**BACKGROUND / DISCUSSION:**

On January 18, 2022, City Council approved a Resolution creating the Ad Hoc Charter Advisory Committee with the purpose of reviewing proposed Charter amendments by a majority vote of the City Council. The Committee's final recommendations were presented on July 18, 2022. An Ordinance calling for the election was postponed for 12 weeks by Council on August 8, 2022 and deleted from the agenda on October 25, 2022. An overview presentation of the Charter Amendments took place on January 14, 2023, at which time the final amendments were approved. City Council is moving forward with changes to sections as listed in the ordinance.

**PRIOR COUNCIL ACTION:**

Last Ordinance ordering a Special Election to amend the charter was approved on July 10, 2018.

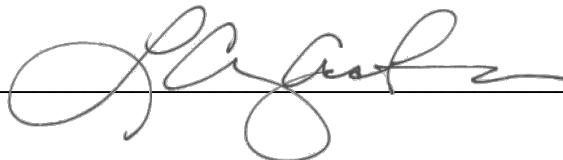
**AMOUNT AND SOURCE OF FUNDING:**

111-1000-11020-522030 Election Contracts

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, ORDERING A SPECIAL ELECTION FOR THE SUBMISSION OF CHARTER AMENDMENTS TO SECTION 3.1 TO ALLOW DISTRICT REPRESENTATIVES TO APPOINT AND REMOVE DISTRICT OFFICE STAFF; 3.18 TO ALLOW CITY COUNCIL TO AUTHORIZE LEASES FOR 40 YEARS OR LESS BY RESOLUTION OR ORDINANCE; SECTION 3.5A TO ALLOW COUNCIL TO RESCHEDULE MEETINGS FOR HOLIDAYS AND ALLOW THE MAYOR TO CANCEL A COUNCIL MEETING IF REQUIRED DUE TO DECLARED EMERGENCY; SECTION 3.9B, 3.10B, AND 6.1-12 TO ALIGN TO STATE LAW AND UPDATE OBSOLETE REFERENCES; SECTION 3.11 TO REMOVE THE REQUIREMENT FOR A SECOND PETITION IN INITIATIVES, AND PROVIDE A PROCEDURE FOR CITIZENS TO INITIATE CITY ORDINANCES; SECTION 6.1-4 TO AUTHORIZE THE CITY TO CREATE A POLICY REGARDING MEMBERSHIP ON THE CIVIL SERVICE COMMISSION TO REFLECT THE COMMUNITY AND CITY WORKFORCE; SECTION 6.7-1 AND 6.8-1 TO ALLOW THE CITY TO ESTABLISH MORE FLEXIBLE POLICIES IN HIRING EMPLOYEES; SECTION 6.13-11D TO ESTABLISH THE CITY CONTRIBUTION TO THE POLICE AND FIRE PENSION FUND OF NO LESS THAN 18% OF THE WAGES OF THE PARTICIPANTS, AND REMOVE THE LIMIT ON THE CITY'S CONTRIBUTION; SECTION 3.20B TO CHANGE THE REPORTING STRUCTURE FOR THE CHIEF INTERNAL AUDITOR TO REPORT DIRECTLY TO CITY COUNCIL; SUCH ELECTION TO BE HELD WITHIN THE CITY, ON MAY 6, 2023; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND AUTHORIZING A CONTRACT WITH EL PASO COUNTY TO FURNISH ELECTION SERVICES AND EQUIPMENT; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council appointed a nine (9) member Ad Hoc Charter Advisory Committee in January 2022 to assist in the review and to make recommendations on potential charter amendments; and

**WHEREAS**, the Ad Hoc Charter Advisory Committee reviewed proposed Charter Amendments approved by a majority of the City Council and the Committee met from February 2022 through May 2022 to review the City Charter and in May 2022, the Committee finalized its report of its findings in writing, and presented its proposed amendments to the City Council; and

**WHEREAS**, the City Council has reviewed the proposed Amendments by the Committee, made amendments to such recommendations, and the City Council of the City of El Paso, Texas has determined it appropriate to submit the proposed amendments to the existing City Charter of the City of El Paso to the qualified voters of the City for their adoption or rejection thereof pursuant to Section 9.004(a) of the Texas Local Government Code; and

**WHEREAS**, Section 9.004(b) of the Texas Local Government Code requires that an ordinance be approved ordering said election to be held; and

**WHEREAS**, Section 41.001 of the Texas Election Code establishes May 6, 2023, as a uniform election date for the purposes of conducting an election; and

**WHEREAS**, pursuant to Texas Local Government Code Section 9.004(e), more than one amendment may be combined in one ballot proposition as long as the amendments contain only one subject; and

**WHEREAS**, pursuant to the Texas Local Government Code Section 9.004 a ballot for proposed charter amendments shall be prepared so that a voter may approve or disapprove any one or more amendments without having to approve or disapprove all of the amendments; and

**WHEREAS**, during public meetings held on August 2, 2022, on January 31, 2023 and a public hearing to be held on February 7, 2023, the City Council considered and approved for public vote, in the form of a ballot proposition, the following Charter amendments after considering recommendations by the 2022 Ad Hoc Charter Advisory Committee; and

**WHEREAS**, the City Council of the City of El Paso, Texas, hereby directs City staff to publish notice of the special charter election in a newspaper of general circulation in the City on the same day in each of two (2) successive weeks, the date of the first publication to be not less than fourteen (14) days prior to the date of the May 6, 2023 election, in compliance with Section 9.004(c) of the Texas Local Government Code and to carry out other requirements related to such election.

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

#### **SECTION 1 – CHARTER AMENDMENT ELECTION CALLED**

The El Paso City Council does hereby order an election to submit to the voters of the City of El Paso proposed amendments to the City Charter, to be held on Saturday, May 6, 2023. That such election shall be held at the precincts and the polling places designated in Exhibit "A" or such other locations as may be designated prior to the election by the City Council, attached hereto and made a part hereof for all purposes, and said polling places shall open at 7 a.m. and remain open until 7 p.m. on the day of the election.

That at such election, the following amendments to the Charter of the City of El Paso ("Measures") shall be submitted to the qualified voters of the City and official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote for or against the proposed amendment, and with such ballot language ("Proposition") to be expressed substantially as follows:

## **CITY OF EL PASO MEASURE A**

### **Text of Amendment**

Amending Section 3.1 of the City Charter, relating to the creation; composition; powers and duties of City Council, to read in pertinent part as follows:

#### **Section 3.1 – CREATION; COMPOSITION; POWERS AND DUTIES**

There shall be a City Council consisting of District Representatives and the Mayor. The Council shall have legislative powers, and the power and duty to select, direct, and regularly evaluate the City Manager, as well as such other and specific powers and duties as may be provided by law or this Charter. Each Representative shall have the discretion and sole authority to appoint and remove district office staff.

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition A**

Should section 3.1 of the City Charter, relating to creation, composition; powers and duties of Council be amended to allow City Council Representatives to appoint and remove district office staff?

YES ( )

NO ( )

## **CITY OF EL PASO MEASURE B**

### **Text of Amendment**

Amending Section 3.18 of the City Charter, relating to the use of ordinances, to read in pertinent part as follows:

#### **Section 3.18 LEASE; FRANCHISE, AND CONVEYANCE.**

The right of control, ownership and use of streets, alleys, parks and public places of the City is declared to be inalienable except as provided by ordinance passed by the Council and except for uses of less than thirty days which may have a separate approval process as established by ordinance.

Any authorization for the conveyance, lease, or grant of a franchise regarding the property of the City shall provide for payment to the City of a reasonable fee as consideration for that conveyance, lease, or franchise.

Any sale of City owned property in fee simple, franchise or lease for an initial term longer than forty years shall be approved by ordinance.

In addition, any authorization for a lease or franchise must provide that the City may revoke it if necessary to secure efficiency of public service at a reasonable rate, and must assure that the property is maintained in good condition throughout the life of the lease or franchise.

**City of El Paso Special Election for Charter Amendment**  
**Ballot Proposition B**

Should section 3.18 of the City Charter relating to Leases, Franchises, and Conveyances be amended to authorize Council to lease City owned property for 40 years or less by Council resolution or ordinance?

YES ( )

NO ( )

**CITY OF EL PASO MEASURE C**

**Text of Amendment**

Amending Section 3.5 of the City Charter, relating to City Council Procedures and Rules, to read in pertinent part as follows:

**Section 3.5 A CITY COUNCIL PROCEDURES AND RULES**

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

**City of El Paso Special Election for Charter Amendment**  
**Ballot Proposition C**

Should section 3.5A of the City Charter be amended to allow Council to reschedule meetings by resolution to allow for City holidays but shall hold no less than two regular meetings per month?

YES ( )

NO ( )

## **CITY OF EL PASO MEASURE D**

### **Text of Amendment**

#### **Section 3.5 A CITY COUNCIL PROCEDURES AND RULES**

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition D**

Should section 3.5A of the City Charter be amended to allow the Mayor to cancel a meeting if necessary due to a Federal, State or Local declared emergency?

YES ( )

NO ( )

## **CITY OF EL PASO MEASURE E**

### **Text of Amendment**

Amending Sections 3.9B relating to Ordinances, 3.10B relating to emergency ordinances, 6.1-12 relating to civil service hearing officers to read in pertinent part as follows:

#### **Section 3.9 ORDINANCES IN GENERAL.**

B. Legislative Procedure. Except as provided in Section 3.13, an ordinance may be introduced by any Council member at any meeting of the Council. A proposed ordinance must be filed with the City Clerk in sufficient time for inclusion on the agenda for the Council meeting at which it is to be introduced. Upon such filing the City Clerk shall distribute copies to each member of the Council and to the City Manager. No ordinance shall be adopted finally except at a regular open meeting of the Council following notice, publication, and a public hearing. The notice shall contain:

1. The proposed ordinance or a brief summary thereof;
2. The places where copies of it have been filed and the times when they are available for public examination; and
3. The time and place for the public hearing. The notice shall be published by any contemporary means of information sharing, including but not limited to publication in a newspaper of general circulation in the City or placement on a website at least five days prior to the public hearing. The hearing may be held by a designated Council committee or the Council separately or in connection with any Council meeting and

may be adjourned to a specified time. All interested persons present shall have an opportunity to be heard. As soon as practicable after adoption of any ordinance, the City Clerk shall publish it again, with notice of its adoption, in abstract form, by any contemporary means of information sharing. These abstracts must state, at a minimum, the purpose of the ordinance and, where penal, the penalty provided. In any event, the publication must be written so as to be understood by an average person.

### **Section 3.10B EMERGENCY ORDINANCES.**

Procedures. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it may be introduced on one-hour public notice, and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing the emergency in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the unanimous vote of the Council members present shall be required for adoption.

### **Section 6.1-12 HEARING OFFICERS.**

The Commission will appoint one or more compensated hearing officers to hear appeals made under Section 6.13-4. The need for hearing officers in excess of one shall be determined jointly by the Commission and the City Manager. Hearing officers will perform those duties and functions necessary to render a recommendation to the Commission on the matter in dispute.

The hearing officers will serve at the Commission's pleasure, and will be procured through the City's procurement process.

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition E**

Shall Sections 3.9B, 3.10B, 6.1-12 of the City Charter be amended to eliminate provisions which have become inoperative because they have been superseded by state law; replace obsolete references and update terminology to current legal usage?

YES ( )

NO ( )

### **CITY OF EL PASO MEASURE F**

#### **Text of Amendment**

Amending Section 3.11 of the City Charter, relating to Initiatives to read in pertinent part as follows:



### **Section 3.11 INITIATIVE.**

Any registered voter or group of registered voters, referred to in this section as the committee, may initiate an ordinance that complies with federal, state and local law by filing with the City Clerk a statement that they intend to circulate a petition, however no ordinance may be initiated through this process appropriating or allocating City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property or granting a franchise. Such statement must include the names and addresses of the committee members, the full text of the proposed ordinance, and the designated lead committee member.

The City Clerk shall place the proposed Ordinance on the City Council Agenda for introduction within thirty calendar days after receiving the statement, followed by a public hearing at the second reading. If City Council fails to adopt the ordinance, or adopts it with amendments, the City Clerk will notify the committee through the lead committee member.

If the committee still wishes to seek adoption of the ordinance after Council fails to adopt, or does not agree to Council's amendments, it will then have 180 calendar days after notice from the City Clerk to complete the petition by gathering signatures in the form required by state law, including but not limited to original signature, printed name, residence address and date of birth or voter registration of a number of registered voters equal to at least five percent of the voters who voted in the last general City election, or 10,000, whichever number is smaller. The petition must set forth the precise content of the ordinance desired by the petitioners.

The City Clerk shall review the petition without delay, but no more than 60 City Clerk office working days, to verify if it meets all requirements, and if authenticated with the required number of signatures, must place that ordinance on the agenda of a Council meeting to be held within thirty working days of the authentication by the City Clerk, of the petition bearing the authenticated names and addresses of the petitioners. Such an item shall be treated by the Council exactly as any other proposed ordinance.

If Council does not adopt, or adopts the proposed ordinance in an amended form, the City Council thereafter must place the proposed ordinance on the ballot at a uniform election no later than the next citywide general election specified in State law meeting all deadlines. If the proposal receives the favorable vote of a majority of those voting in that election it shall thereupon become a City ordinance. Initiative ordinances adopted or approved by the electors shall be published and may be amended or repealed by the Council, as in the case of other ordinances; provided, however, that no ordinance adopted at the polls under an initiative may be amended or repealed by the Council within one year of adoption.

The Council is not obliged to consider the same ordinance initiated by petition, or one that is substantially the same, more often than once in: two years.

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition F**

Should section 3.11 relating to the initiative petition of the City Charter be amended to remove the requirement for a second petition, and institute a process for the public to initiate a City ordinance, and to clarify that no ordinance may be initiated through this process appropriating or allocating City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property, or granting a franchise?

YES ( )

NO ( )

## **CITY OF EL PASO MEASURE G**

### **Text of Amendment**

Amending Section 6.1-4 of the City Charter, relating to Civil Service qualifications to read in pertinent part as follows:

#### **Section 6.1-4 QUALIFICATIONS.**

Members of the Commission must be residents of the City at the time of their appointment and remain a resident of the City throughout their term of office. No Commissioner shall be related in any manner described in Article III, Section 3.3 B to any employee of the City, the Public Service Board, or any entity that has a contract with the City to operate or manage any City facility or department, nor hold any salaried public office or other employment compensated by the City, and any violation of this provision shall be deemed malfeasance in office and cause for removal therefrom. The City should adopt rules that reflect the diversity of the community and City workforce. No more than three Commissioners may be former city employees, and any such Commissioners are not eligible for appointment until two years following separation from the City. Any commissioner may be either actively employed or retired.

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition G**

Should 6.1-4 of the City Charter be amended to change the qualifications requirements for Civil Service Commissioners to allow for appointment of Commissioners that reflect the diversity of the community and City workforce?

YES ( )

NO ( )

## **CITY OF EL PASO MEASURE H**

### **Text of Amendment**

Amending Section 6.7-1 and 6.8-1 of the City Charter, relating to penalty for deceit in examinations, examinations and eligibility to read in pertinent part as follows:

#### **Section 6.7-1**

(Reserved.)

## **Section 6.8-1 EXAMINATION AND ELIGIBILITY**

The Human Resources Director shall establish administrative policies and procedures for the promotion process, and eligibility, consistent with the provisions of this Article and all applicable federal and state employment laws.

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition H**

Should Section 6.7-1 be deleted and 6.8-1 relating to Examinations of the City Charter be amended to remove the requirement for examinations and allow the City to establish Civil Service Rules, policies and procedures for the promotion of City employees?

YES ( )

NO ( )

## **CITY OF EL PASO MEASURE I**

### **Text of Amendment**

Amending Section 6.13-11D of the City Charter, relating to pensions plans to read in pertinent part as follows:

### **Section 6.13-11D PENSION PLANS.**

Firemen and Policemen Pension Fund of El Paso. The City shall continue to augment the Firemen and Policemen Pension Fund of El Paso in a manner consistent with the laws of Texas. To augment the Firemen and Policemen Pension Fund, the Council shall in each fiscal year beginning after May 2023, appropriate no less than eighteen percent of the total amount expended for wages of the participants, and may increase this contribution rate as allowed by the relevant state law requirements based on a qualified actuary's report; provided, however, that in the event age limits for participation in the pension fund, or any division of the fund, are increased as permitted by law and the raising of the age limits causes an increase in funding costs as determined by an actuary, the City shall appropriate an amount equal to such cost increase notwithstanding that such increased appropriation may exceed the otherwise determined percent of the total amount expended for wages of the participants. Notwithstanding the foregoing, if the City elects to pick up participant contributions to the Firemen and Policemen Pension Fund of El Paso under Section 414(h) of the Internal Revenue Code of 1986, as amended (the "Code"), then the participant contributions picked up by the City shall be derived from a corresponding reduction in participant cash salaries and treated as a contribution by the City solely for determining tax treatment of such contributions under the Code. The picked up contributions by the City shall not be considered a contribution or required contribution by the City for any other purpose, including the limitations for the total amount expended for salaries of the participants designated in this Section 6.13-11.D. Notwithstanding the foregoing, the City shall have the authority to contract with the Firemen and Policemen Pension Fund to make a one-time contribution (either in lump sum or installments) to the Firemen and Policemen Pension

Fund solely for an underfunded liability as of December 31, 2003 or the date of contribution, under such conditions as the City in its sole discretion may require and provided that (a) such authority, action and/or contribution complies with the Firemen and Policemen Pension Fund plan documents and all applicable statutes, laws, rules and regulations, and (b) a binding written agreement between the City and the Firemen and Policemen Pension Fund has been reached regarding (i) the amount of such under-funded liability, if any, (ii) the amount to be contributed by the City for such under-funded liability, and (iii) procedures (including, if necessary, amendments to the Firemen and Policemen Pension Fund plan documents) for managing the Firemen and Policemen Pension Fund on a going forward basis.

**City of El Paso Special Election for Charter Amendment**  
**Ballot Proposition I**

Should section 6.13-11D relating to the police and fire pension fund be amended to establish that the City of El Paso shall contribute to the El Paso Policemen and Firemen Pension Fund no less than eighteen percent of the total amount expended for wages of the participants, and any increase to the contribution rate shall be as allowed by state law?

YES ( )

NO ( )

**CITY OF EL PASO MEASURE J**

**Text of Amendment**

Amending Section 3.20B of the City Charter, relating to the Chief Internal Auditor to read in pertinent part as follows:

**Section 3.20B Internal Audit Function**

1. The Council shall establish and create an internal audit function to ensure that appropriate internal audits will be performed in accordance with professionally recognized auditing standards of the operations of all City departments, offices, agencies and programs.
2. The function shall be staffed by a Chief Internal Auditor and such other appropriate positions as are authorized by the Council who shall report to the Chief Internal Auditor. City employees in such positions shall be protected by the Civil Service System rights and processes that are afforded to classified employees, even if considered unclassified by other sections of this Charter or the City's Civil Service System.
3. Consistent with the provisions of this Charter, the Council shall by ordinance or resolution provide for the powers and duties of the Chief Internal Auditor as needed for the performance of the function.
4. The Financial and Audit Oversight Committee shall maintain legislative oversight over the internal audit function as provided in Section 3.6 B.

5. On and after the effective date of this amendment, the Chief Internal Auditor shall be appointed and removed by, and report to the Council. The City Manager shall maintain operational oversight over the internal audit function and be responsible for the implementation of any audit recommendations for changes to City administrative procedures and operations as requested by the Council.

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition J**

Should Section 3.20B of the El Paso City Charter be amended to change the reporting structure of the Chief Internal Auditor so the position reports directly to City Council, and to provide Civil Service protections to employees in positions that report to the Chief Internal Auditor.

#### **SECTION 2 – BALLOTS**

The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" on the proposition, with the ballots to contain such provisions, markings and language as required by law, and with the proposition to be expressed substantially as set forth in section 1, above.

#### **SECTION 3 – EARLY VOTING CLERK**

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be **received** no later than the close of business on April 25, 2023, sent to this address.

#### **SECTION 4 – EARLY VOTING**

Early voting by personal appearance shall be conducted at the El Paso County Courthouse, located at 500 E. San Antonio, El Paso, Texas 79901. In addition, early voting may also occur at such early voting polling places as are designated herein or otherwise designated by the El Paso County Elections Administrator and posted at City Hall by the City Clerk. The locations and hours for early voting by personal appearance shall be authorized for such election as set forth in Exhibit "A," which may be amended.

In addition, mobile voting stations may be authorized and used for early voting at publicly owned buildings in the City as established by the El Paso County Elections Administrator. The City Clerk is authorized to make corrections or revisions to the list of these mobile stations, including the respective hours for early voting by personal appearance at these stations. The City Clerk is further authorized to make corrections or revisions to the list of early voting stations as set forth above, including the respective hours for early voting by personal appearance at these stations, and revise and correct all election notices regarding the early voting locations and the mobile voting stations, and the dates and times for such voting.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with El Paso County.

## **SECTION 5 – NOTICE OF ELECTION**

The City Clerk shall give notice of such election by posting a notice of such election in English and Spanish in the Office of the City Clerk as provided by law and by publishing a copy of said notice in both English and Spanish in a newspaper in the City as required by law. Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice shall be published in a newspaper of general circulation in El Paso on the same day, in each of two consecutive weeks, with the first publication occurring on or before the 14th day before election day. The notice shall contain a substantial copy of the proposed amendment.

The City Clerk shall deliver notice of this election to the County Clerk and voter registrar of El Paso County no later than Tuesday, March 7, 2023, or as otherwise required by law.

## **SECTION 6 – ELECTION SERVICES CONTRACT AND PROCEDURAL MATTERS**

The City Manager is hereby authorized to execute the necessary contract(s) and agreements, joint or otherwise, with the El Paso County Elections Administrator, or any other public entity, for the purpose of having El Paso County furnish all or any portion of the election services and equipment needed by the City Clerk to conduct the election. The contract document and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and all other applicable statutes and laws.

The election services contract with the County shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures necessary to conduct the election.

Matters contained in this ordinance relating to discretionary, procedural matters may be amended by approval of the City Manager, and procedural matters not established by this ordinance will be established by resolution of City Council.

## **SECTION 7 – VOTING MACHINES AND ELECTION RESULTS**

Voting machines used for the conduct of the election, shall be procured, maintained, operated, sealed and the votes therefrom tabulated pursuant to procedures established and authorized by the laws of the State of Texas.

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by law.



## **SECTION 8 – OTHER ACTION AND COMPLIANCE WITH APPLICABLE LAWS**

The City Manager and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any additional action necessary to comply with provisions of the Texas Election Code or other state and federal statutes and constitutions in carrying out the conduct of the election, whether or not expressly authorized herein.

## **SECTION 9 – SEVERABILITY**

That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

## **SECTION 10 – EFFECTIVE DATE**

This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

APPROVED this \_\_\_\_ day of February, 2023.

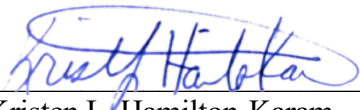
CITY OF EL PASO

\_\_\_\_\_  
Oscar Leoser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kristen L. Hamilton-Karam  
Senior Assistant City Attorney

# EXHIBIT A

## May 2023 Uniform Election

#govoteep



**EARLY VOTING PERIOD: April 24 - May 2**

### EARLY VOTING LOCATIONS

(Main Early Voting Location)			
1. <a href="#">Enrique Moreno County Courthouse</a>	<a href="#">500 E. San Antonio Ave. 79901</a>	Monday, Apr. 24 - Friday, Apr. 28	8am - 5pm
<a href="#">Third Floor, Back Lobby</a>		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	8am - 5pm
2. <a href="#">Bassett Place</a>	<a href="#">6101 Gateway West 79925</a>	Monday, Apr. 24 - Friday, Apr. 28	10am - 7pm
<a href="#">T.B.A.</a>		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	10am - 7pm
3. <a href="#">Bowling Family YMCA</a>	<a href="#">5509 Will Ruth Ave. 79924</a>	Monday, Apr. 24 - Friday, Apr. 28	9am - 6pm
<a href="#">T.B.A.</a>		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	9am - 6pm
4. <a href="#">Canutillo ISD Administration Facility</a>	<a href="#">7965 Artcraft Rd. 79932</a>	Monday, Apr. 24 - Friday, Apr. 28	8am - 5pm
<a href="#">T.B.A.</a>		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	8am - 5pm
5. <a href="#">Chayo Apodaca Community Center</a>	<a href="#">341 N. Moon Rd. 79927</a>	Monday, Apr. 24 - Friday, Apr. 28	9am - 6pm
<a href="#">T.B.A.</a>		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	9am - 6pm
6. <a href="#">Clint ISD Early College Academy</a>	<a href="#">13100 Alameda Ave. 79836</a>	Monday, Apr. 24 - Friday, Apr. 28	8am - 5pm
<a href="#">T.B.A.</a>		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	8am - 5pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit [epcountyvotes.com](http://epcountyvotes.com) or call (915) 546-2154.

# EXHIBIT A

## EARLY VOTING PERIOD: April 24 - May 2

### EARLY VOTING LOCATIONS

7. <u>Commissioner's Corner</u> T.B.A.	<u>10700 Montana Ave. 79936</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
8. <u>Eastlake High School</u> T.B.A.	<u>13000 Emeral Pass Ave. 79928</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
9. <u>El Paso County Coliseum</u> T.B.A.	<u>4100 E. Paisano Dr. 79905</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
10. <u>El Paso County Eastside Annex</u> T.B.A.	<u>2350 George Dieter Dr. 79936</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 6pm 12pm - 5pm 8am - 6pm
11. <u>El Paso County Northwest Annex</u> T.B.A.	<u>435 Vinton Rd. 79821</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 6pm 12pm - 5pm 8am - 6pm
12. <u>El Paso County Self-Help Center</u> T.B.A.	<u>15371 Kentwood Ave. 79928</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
13. <u>EPCC Administrative Services Center</u> T.B.A.	<u>9050 Viscount Blvd. 79925</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
14. <u>Esperanza Acosta Moreno Library</u> T.B.A.	<u>12480 Pebble Hills Blvd, 79938</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit [epcountyvotes.com](http://epcountyvotes.com) or call (915) 546-2154.

# EXHIBIT A

**EARLY VOTING PERIOD:** April 24 - May 2

## EARLY VOTING LOCATIONS

15. <u><a href="#">Gary Del Palacio Recreation Center</a></u> T.B.A.	<u><a href="#">3001 Parkwood St. 79925</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
16. <u><a href="#">Gonzalez Place</a></u> T.B.A.	<u><a href="#">4101 Rich Beem Blvd. 79938</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
17. <u><a href="#">Marty Robbins Recreation Center</a></u> T.B.A.	<u><a href="#">11620 Vista Del Sol Dr. 79936</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
18. <u><a href="#">Medano Heights</a></u> T.B.A.	<u><a href="#">7801 Medano Dr. 79912</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
19. <u><a href="#">Mountain View-Rae Gilmore Recreation Center</a></u> T.B.A.	<u><a href="#">8501 Diana Dr. 79904</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 6pm
20. <u><a href="#">Nations Tobin Sports Center</a></u> T.B.A.	<u><a href="#">8831 Railroad Dr. 79904</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
21. <u><a href="#">Officer David Ortiz Recreation Center</a></u> T.B.A.	<u><a href="#">563 N. Carolina Dr. 79915</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
22. <u><a href="#">Oz Glaze Senior Center</a></u> T.B.A.	<u><a href="#">13969 Veny Webb St. 79928</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit [epcountylvotes.com](http://epcountylvotes.com) or call (915) 546-2154.

# EXHIBIT A

## EARLY VOTING PERIOD: April 24 - May 2

### EARLY VOTING LOCATIONS

23. <u>Pebble Hills High School</u> T.B.A.	<u>14400 Pebble Hills Blvd. 79938</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
24. <u>Rogelio Sanchez Center</u> T.B.A.	<u>1331 N. Fabens St. 79838</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
25. <u>San Elizario Fire Rescue</u> T.B.A.	<u>1415 San Antonio St. 79849</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
26. <u>South El Paso Senior Community Center</u> T.B.A.	<u>600 S. Ochoa St. 79901</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
27. <u>Sunland Park Mall</u> T.B.A.	<u>750 Sunland Park Dr. 79912</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
28. <u>UTEP - Union Building East</u> T.B.A.	<u>351 W. University Ave. 79968</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
29. <u>Wellington Chew Senior Center</u> T.B.A.	<u>4430 Maxwell Ave. 79904</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
30. <u>W.E. Neill Community Center</u> T.B.A.	<u>19210 Cobb Ave. 79853</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm

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# EXHIBIT A

**EARLY VOTING PERIOD:** April 24 - May 2

## **EARLY VOTING LOCATIONS**

31. <u>Ysleta Community Learning Center</u> T.B.A.	<u>121 Padres Dr. 79907</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
32. <u>YWCA - West</u> T.B.A.	<u>313 Bartlett Dr. 79912</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 6pm 12pm - 5pm 8am - 6pm

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# May 2023 Uniform Election

## *Elección Uniforme de Mayo de 2023*



**Election Day: Saturday, May 6, 2023**

***Día de Elección: Sábado, 6 de Mayo de 2023***

**7:00 a.m. - 7:00 p.m.**

**You can now vote at any Vote Center on Election Day.**

**Ahora puede votar en cualquier Centro de Votación el Día de la Elección.**

<b>Vote Center</b>	<b>Address</b>
<b>Centro de Votación</b>	<b>Dirección</b>
<a href="#">Anthony Town Hall</a>	<a href="#">401 Wildcat Dr. 79821</a>
<a href="#">El Paso County Northwest Annex</a>	<a href="#">435 E. Vinton Rd. 79821</a>
<a href="#">Canutillo Middle School</a>	<a href="#">7311 Bosque Rd. 79835</a>
<a href="#">Canutillo Elementary School</a>	<a href="#">651 Canutillo Ave. 79835</a>
<a href="#">Clint ISD Early College Academy</a>	<a href="#">13100 Alameda Ave. 79836</a>
<a href="#">Rio Valle Woman's Club</a>	<a href="#">521 Mike Maros St. 79838</a>
<a href="#">San Elizario Fire Rescue</a>	<a href="#">1415 San Antonio St. 79849</a>
<a href="#">W.E. Neill Community Center</a>	<a href="#">19210 Cobb Ave. 79853</a>
<a href="#">Enrique Moreno County Courthouse</a>	<a href="#">500 E. San Antonio Ave. 79901</a>
<a href="#">South El Paso Senior Citizens Center</a>	<a href="#">600 S. Ochoa St. 79901</a>
<a href="#">El Paso Community College-Rio Grande Campus</a>	<a href="#">906 El Paso St. 79902</a>
<a href="#">Fire Station #3</a>	<a href="#">721 E. Rio Grande Ave. 79902</a>
<a href="#">Lamar Elementary School</a>	<a href="#">1440 E. Cliff Dr. 79902</a>
<a href="#">Mesita Elementary School</a>	<a href="#">3307 N. Stanton St. 79902</a>
<a href="#">El Paso Tennis Club</a>	<a href="#">2510 N. St. Vrain St. 79902</a>
<a href="#">UTEP - Union Building East</a>	<a href="#">351 W. University Ave. 79968</a>
<a href="#">Fire Station #7</a>	<a href="#">3200 Pershing Dr. 79903</a>

<b>Vote Center</b> Centro de Votación	<b>Address</b> Dirección
<a href="#">Cross of Grace Church</a>	<a href="#">4700 Leeds Ave. 79903</a>
<a href="#">Safety and Health Outreach Center</a>	<a href="#">5415 Trowbridge Dr. 79903</a>
<a href="#">Magoffin Middle School</a>	<a href="#">4931 Hercules Ave. 79904</a>
<a href="#">Nations Tobin Sports Center</a>	<a href="#">8831 Railroad Dr. 79904</a>
<a href="#">Logan Elementary School</a>	<a href="#">3200 Ellerthorpe Ave. 79904</a>
<a href="#">Park Elementary School</a>	<a href="#">3601 Edgar Park Ave. 79904</a>
<a href="#">Fire Station #16</a>	<a href="#">3828 Hercules Ave. 79904</a>
<a href="#">Bowie High School</a>	<a href="#">801 S. San Marcial St. 79905</a>
<a href="#">El Paso County Coliseum</a>	<a href="#">4100 E. Paisano Dr. 79905</a>
<a href="#">Hawkins Elementary School</a>	<a href="#">5816 Stephenson Ave. 79905</a>
<a href="#">Dr. Josefina Villamil Tinajero Pk-8 School</a>	<a href="#">301 Lisbon St. 79905</a>
<b>**Formerly Henderson School</b>	
<a href="#">El Paso County Ascarate Annex</a>	<a href="#">301 Manny Martinez Dr. 79905</a>
<a href="#">Loma Terrace Elementary School</a>	<a href="#">8200 Ryland Dr. 79907</a>
<a href="#">YWCA-Lower Valley</a>	<a href="#">115 Davis Dr. 79907</a>
<a href="#">Ysleta Community Learning Center</a>	<a href="#">121 Padres Dr. 79907</a>
<a href="#">Lancaster Elementary School</a>	<a href="#">9230 Elgin Dr. 79907</a>
<a href="#">Alicia R. Chacon International School</a>	<a href="#">920 Burgundy Dr. 79907</a>
<b>**Formerly LeBarron Park Elementary School</b>	
<a href="#">Congressman Silvestre &amp; Carolina Reyes School</a>	<a href="#">7440 Northern Pass Dr. 79911</a>
<a href="#">Sunland Park Mall</a>	<a href="#">750 Sunland Park Dr. 79912</a>
<a href="#">Brown Middle School</a>	<a href="#">7820 Helen of Troy Dr. 79912</a>
<a href="#">Medano Heights</a>	<a href="#">7801 Medano Dr. 79912</a>
<a href="#">Tippin Elementary School</a>	<a href="#">6541 Bear Ridge Dr. 79912</a>
<a href="#">Fire Station #27</a>	<a href="#">6767 Ojo De Agua Dr. 79912</a>
<a href="#">Rosa Guerrero Elementary School</a>	<a href="#">7530 Lakehurst Rd. 79912</a>
<a href="#">YWCA - West</a>	<a href="#">313 Bartlett Dr. 79912</a>
<a href="#">Carlos Rivera Elementary School</a>	<a href="#">6445 Escondido Dr. 79912</a>
<a href="#">Western Hills U.M.C.-Stewart Family Life Center A</a>	<a href="#">524 Thunderbird Dr. 79912</a>
<a href="#">Dr. Green Elementary School</a>	<a href="#">5430 Buckley Dr. 79912</a>
<a href="#">Putnam Elementary School</a>	<a href="#">6508 Fiesta Dr. 79912</a>
<a href="#">Polk Elementary School</a>	<a href="#">940 Belvidere St. 79912</a>

<b>Vote Center</b> Centro de Votación	<b>Address</b> Dirección
<a href="#">El Paso Community College-Valle Verde</a>	<a href="#">919 Hunter Dr. 79915</a>
<a href="#">Del Norte Heights Elementary School</a>	<a href="#">1800 Winslow Rd. 79915</a>
<a href="#">Ramona Elementary School</a>	<a href="#">351 Nichols Rd. 79915</a>
<a href="#">Riverside High School</a>	<a href="#">301 Midway Dr. 79915</a>
<a href="#">Ysleta Pre-K Center</a>	<a href="#">7940 Craddock Ave. 79915</a>
<a href="#">Bel Air Middle School</a>	<a href="#">7909 Ranchland Dr. 79915</a>
<a href="#">Officer David Ortiz Recreation Center</a>	<a href="#">563 N. Carolina Dr. 79915</a>
<a href="#">Transition To Life Career Center</a>	<a href="#">7988 Alameda Ave. 79915</a>
<a href="#">Fire Station #15</a>	<a href="#">115 Shorty Ln. 79922</a>
<a href="#">Zach White Elementary School</a>	<a href="#">4256 Roxbury Dr. 79922</a>
<a href="#">Desertaire Elementary School</a>	<a href="#">6301 Tiger Eye Dr. 79924</a>
<a href="#">Bowling Family YMCA</a>	<a href="#">5509 Will Ruth Ave. 79924</a>
<a href="#">Dr. Joseph E. Torres Elementary School</a>	<a href="#">10700 Rushing Rd. 79924</a>
<b>**Formerly Bradley Elementary School</b>	
<a href="#">H.E. Charles Middle School</a>	<a href="#">4909 Trojan Dr. 79924</a>
<a href="#">Newman Elementary School</a>	<a href="#">10275 Alcan St. 79924</a>
<a href="#">Parkland High School</a>	<a href="#">5932 Quail Ave. 79924</a>
<a href="#">Whitaker Elementary School</a>	<a href="#">4700 Rutherford Dr. 79924</a>
<a href="#">Coach Archie Duran Elementary School</a>	<a href="#">5249 Bastille Ave. 79924</a>
<b>**Formerly Dowell Elementary School</b>	
<a href="#">Fire Station #20</a>	<a href="#">8301 Edgemere Blvd. 79925</a>
<a href="#">Cielo Vista Elementary School</a>	<a href="#">9000 Basil Ct. 79925</a>
<a href="#">Edgemere Elementary School</a>	<a href="#">10300 Edgemere Blvd. 79925</a>
<a href="#">Eastwood High School</a>	<a href="#">2430 McRae Blvd. 79925</a>
<a href="#">YISD Central Office</a>	<a href="#">9600 Sims Dr. 79925</a>
<a href="#">Eastwood Heights Elementary School</a>	<a href="#">10530 Janway Dr. 79925</a>
<a href="#">Gary Del Palacio Recreation Center</a>	<a href="#">3001 Parkwood St. 79925</a>
<a href="#">Ross Middle School</a>	<a href="#">6101 Hughey Cir. 79925</a>
<a href="#">Bassett Place</a>	<a href="#">6101 Gateway West 79925</a>
<a href="#">Western Technical College</a>	<a href="#">9624 Plaza Cir. 79927</a>
<a href="#">El Paso Community College-Mission Del Paso</a>	<a href="#">10700 Gateway Blvd E. 79927</a>
<a href="#">H.D. Hilley Elementary School</a>	<a href="#">693 N. Rio. Vista Rd. 79927</a>

<b>Vote Center</b> Centro de Votación	<b>Address</b> Dirección
<a href="#">Chayo Apodaca Community Center</a>	<a href="#">341 N. Moon Rd. 79927</a>
<a href="#">Robert R. Rojas Elementary School</a>	<a href="#">500 Bauman Rd. 79927</a>
<a href="#">Escontrias Elementary School</a>	<a href="#">205 Buford Rd. 79927</a>
<a href="#">Campestre Elementary School</a>	<a href="#">11399 Socorro Rd. 79927</a>
<a href="#">KEYS Academy</a>	<a href="#">12380 Pine Springs Dr. 79928</a>
<a href="#">Desert Hills Elementary School</a>	<a href="#">300 N. Kenazo Dr. 79928</a>
<a href="#">Desert Wind K-8 School</a>	<a href="#">1100 Colina De Paz Dr. 79928</a>
<a href="#">Horizon Heights Elementary School</a>	<a href="#">13601 Ryderwood Ave. 79928</a>
<a href="#">Dr. Sue A Shook Elementary School</a>	<a href="#">13777 Paseo Del Este Blvd. 79928</a>
<a href="#">Eastlake High School</a>	<a href="#">13000 Emerald Pass Ave. 79928</a>
<a href="#">El Paso Self-Help Center</a>	<a href="#">15371 Kentwood Ave. 79928</a>
<a href="#">Carroll T. Welch Elementary School</a>	<a href="#">14510 Mc Mahon Ave. 79928</a>
<a href="#">Center for Career and Technology Education</a>	<a href="#">1170 N. Walnut St. 79930</a>
<a href="#">Travis Elementary School</a>	<a href="#">5000 N. Stevens St. 79930</a>
<a href="#">Paul C. Moreno Elementary School</a>	<a href="#">2300 San Diego Ave. 79930</a>
<a href="#">Memorial Park Senior Citizen Center</a>	<a href="#">1800 Byron St. 79930</a>
<a href="#">Austin High School</a>	<a href="#">3500 Memphis Ave. 79930</a>
<a href="#">Fire Station #2</a>	<a href="#">111 E. Borderland Rd. 79932</a>
<a href="#">Community Connections Center</a>	<a href="#">5300 Warriors Dr. 79932</a>
<a href="#">Dr. Nixon Elementary School</a>	<a href="#">11141 Loma Roja Dr. 79934</a>
<a href="#">Fred &amp; Maria Loya Family YMCA</a>	<a href="#">2044 Trawood Dr. 79935</a>
<a href="#">Pebble Hills Elementary School</a>	<a href="#">11145 Edgemere Blvd. 79936</a>
<a href="#">El Paso County Eastside Annex</a>	<a href="#">2350 George Dieter Dr. 79936</a>
<a href="#">Hanks High School</a>	<a href="#">2001 Lee Trevino Dr. 79936</a>
<a href="#">Tierra Del Sol Elementary School</a>	<a href="#">1832 Tommy Aaron Dr. 79936</a>
<a href="#">Hanks Middle School</a>	<a href="#">11201 Pebble Hills Blvd. 79936</a>
<b>**Indian Ridge Middle School</b>	
<a href="#">ESC Region 19 Head Start Multipurpose Center</a>	<a href="#">11670 Chito Samaniego Dr. 79936</a>
<a href="#">Jane Hambric K-8 School</a>	<a href="#">3535 Nolan Richardson Dr. 79936</a>
<a href="#">Bill Sybert K-8 School</a>	<a href="#">11530 Edgemere Blvd. 79936</a>
<a href="#">Benito Martinez Elementary School</a>	<a href="#">2640 Robert Wynn St. 79936</a>
<a href="#">Helen Ball Elementary School</a>	<a href="#">1950 Firehouse Dr. 79936</a>

Vote Center Centro de Votación	Address Dirección
<a href="#">O'Shea Keleher Elementary School</a>	<a href="#">1800 Leroy Bonse Dr. 79936</a>
<a href="#">Marty Robbins Recreation Center</a>	<a href="#">11620 Vista Del Sol Dr. 79936</a>
<a href="#">Sierra Vista Elementary School</a>	<a href="#">1501 Bob Hope Dr. 79936</a>
<a href="#">Hurshel Antwine Elementary School</a>	<a href="#">3830 Rich Beem Blvd. 79938</a>
<a href="#">Esperanza Acosta Moreno Library</a>	<a href="#">12480 Pebble Hills Blvd. 79938</a>
<a href="#">Lujan-Chavez Elementary School</a>	<a href="#">2200 Sun Country Dr. 79938</a>
<a href="#">Pebble Hills High School</a>	<a href="#">14400 Pebble Hills Blvd. 79938</a>
<a href="#">Red Sands Elementary School</a>	<a href="#">4250 O'Shea Rd. 79938</a>
<a href="#">Montana Vista Elementary School</a>	<a href="#">3550 Mark Jason Dr. 79938</a>

Note: Vote Centers are subject to change at any time. Click on an address for directions via Google Maps or click on a location name to view a picture to that specific site. For more election information visit [epcountylvotes.com](http://epcountylvotes.com) or call **(915) 546-2154**.

*Nota: Centros de Votación están sujetos a cambio en cualquier momento. Para ver mapa del lugar, presione en la dirección del Lugar de Votación de su preferencia via Google Maps o para ver una imagen del lugar, presione en el nombre del Centro de Votación de su preferencia. Para más información visite [es.epcountylvotes.com](http://es.epcountylvotes.com) o llame al **(915) 546-2154**.*

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, ORDERING A SPECIAL ELECTION FOR THE SUBMISSION OF CHARTER AMENDMENTS TO ~~SECTION 2.2C TO ALLOW PERSONS TO SERVE TWO FULL TERMS AS MAYOR OR DISTRICT REPRESENTATIVE IF SUCH PERSON CARRIED OUT AN UNEXPIRED TERM;~~ SECTION 3.18 TO ALLOW CITY COUNCIL TO AUTHORIZE LEASES FOR 40 YEARS OR LESS BY RESOLUTION OR ORDINANCE; SECTION 3.5A TO ALLOW COUNCIL TO RESCHEDULE MEETINGS FOR HOLIDAYS AND ALLOW THE MAYOR TO CANCEL A COUNCIL MEETING IF REQUIRED DUE TO DECLARED EMERGENCY; SECTION 3.9B, 3.10B, AND 6.1-12 TO ALIGN TO STATE LAW AND UPDATE OBSOLETE REFERENCES; SECTION 3.11 TO REMOVE THE REQUIREMENT FOR A SECOND PETITION IN INITIATIVES, AND PROVIDE A PROCEDURE FOR CITIZENS TO INITIATE CITY ORDINANCES; ~~SECTION 1.2, 3.5E, 3.6, 4.1B, 4.3 AND 7.3 TO AUTHORIZE THE MAYOR TO VOTE ON ALL COUNCIL ITEMS, REMOVING THE TIE BREAKING AND VETO CAPACITY;~~ SECTION 6.1-4 TO AUTHORIZE THE CITY TO CREATE A POLICY REGARDING MEMBERSHIP ON THE CIVIL SERVICE COMMISSION TO REFLECT THE COMMUNITY AND CITY WORKFORCE; ~~SECTIONS 6.2-2 AND 6.2-3 TO ALIGN THE EMPLOYEE SERVING AS CIVIL SERVICE COMMISSION RECORDER WITH OTHER EMPLOYEES CARRYING OUT SIMILAR DUTIES;~~ SECTION 6.7-1 AND 6.8-1 TO ALLOW THE CITY TO ESTABLISH MORE FLEXIBLE POLICIES IN HIRING EMPLOYEES; SECTION 6.13-11D TO ESTABLISH THE CITY CONTRIBUTION TO THE POLICE AND FIRE PENSION FUND OF NO LESS THAN 18% OF THE WAGES OF THE PARTICIPANTS, AND REMOVE THE LIMIT ON THE CITY'S CONTRIBUTION; ~~SECTION 3.20B TO CHANGE THE REPORTING STRUCTURE FOR THE CHIEF INTERNAL AUDITOR TO REPORT DIRECTLY TO CITY COUNCIL;~~ SUCH ELECTION TO BE HELD WITHIN THE CITY, ON ~~NOVEMBER 8, 2022~~ MAY 6, 2023; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND AUTHORIZING A CONTRACT WITH EL PASO COUNTY TO FURNISH ELECTION SERVICES AND EQUIPMENT; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, the City Council appointed a nine (9) member Ad Hoc Charter Advisory Committee in January 2022 to assist in the review and to make recommendations on potential charter amendments; and

**WHEREAS**, the Ad Hoc Charter Advisory Committee reviewed proposed Charter Amendments approved by a majority of the City Council and the Committee met from February 2022 through May 2022 to review the City Charter and in May 2022, the Committee finalized its report of its findings in writing, and presented its proposed amendments to the City Council; and



**WHEREAS**, the City Council has reviewed the proposed Amendments by the Committee, [made amendments to such recommendations](#), and the City Council of the City of El Paso, Texas has determined it appropriate to submit the proposed amendments to the existing City Charter of the City of El Paso to the qualified voters of the City for their adoption or rejection thereof pursuant to Section 9.004(a) of the Texas Local Government Code; and

**WHEREAS**, Section 9.004(b) of the Texas Local Government Code requires that an ordinance be approved ordering said election to be held; and

**WHEREAS**, Section 41.001 of the Texas Election Code establishes [November 8, 2022](#)~~May 6, 2023~~, as a uniform election date for the purposes of conducting an election; and

**WHEREAS**, pursuant to Texas Local Government Code Section 9.004(e), more than one amendment may be combined in one ballot proposition as long as the amendments contain only one subject; and

**WHEREAS**, pursuant to the Texas Local Government Code Section 9.004 a ballot for proposed charter amendments shall be prepared so that a voter may approve or disapprove any one or more amendments without having to approve or disapprove all of the amendments; and

**WHEREAS**, during ~~a~~ public meetings held on August 2, 2022, [on January 31, 2023 and a public hearing to be held on February 7, 2023](#), the City Council considered and approved for public vote, in the form of a ballot proposition, the following Charter amendments after considering recommendations by the 2022 Ad Hoc Charter Advisory Committee; and

**WHEREAS**, the City Council of the City of El Paso, Texas, hereby directs City staff to publish notice of the special charter election in a newspaper of general circulation in the City on the same day in each of two (2) successive weeks, the date of the first publication to be not less than fourteen (14) days prior to the date of the ~~November 8~~[May 6, 2023](#) election, in compliance with Section 9.004(c) of the Texas Local Government Code [and to carry out other requirements related to such election](#).

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

#### **SECTION 1 – CHARTER AMENDMENT ELECTION CALLED**

The El Paso City Council does hereby order an election to submit to the voters of the City of El Paso proposed amendments to the City Charter, to be held on ~~Tuesday~~[Saturday](#), ~~November 8~~[May 6, 2023](#). That such election shall be held at the precincts and the polling places designated in Exhibit "A" or such other locations as may be designated prior to the election by the City Council, attached hereto and made a part hereof for all purposes, and said polling places shall open at 7 a.m. and remain open until 7 p.m. on the day of the election.

That at such election, the following amendments to the Charter of the City of El Paso ("Measures") shall be submitted to the qualified voters of the City and official ballots for the

election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote for or against the proposed amendment, and with such proposition to be expressed substantially as follows:

#### **CITY OF EL PASO PROPOSITION A**

##### **Text of Amendment**

~~Amending Section 2.2C of the City Charter, relating to term limits for the Mayor and District Representatives, to read in pertinent part as follows:~~

##### **Section 2.2C LIMITATION.**

~~No Mayor or Representative may hold such office for more than a total of ten years throughout their lifetime, however, a person who serves an unexpired term due to a Mayor or Representative's resignation will be allowed to serve two full four year terms, regardless of whether it results in more than a total of ten years.~~

##### **City of El Paso Special Election for Charter Amendment Ballot Proposition A**

~~Should section 2.2C of the City Charter, relating to term limits, be amended to provide that a person who serves an unexpired term due to a Mayor or Representative's vacancy be allowed to serve two full four year terms, regardless of whether it results in more than a total of ten years served throughout their lifetime?~~

~~YES (→)~~

~~NO (→)~~

#### **CITY OF EL PASO MEASURE BA**

##### **Text of Amendment**

Amending Section 3.1 of the City Charter, relating to the creation; composition; powers and duties of City Council, to read in pertinent part as follows:

##### **Section 3.1 – CREATION; COMPOSITION; POWERS AND DUTIES**

There shall be a City Council consisting of District Representatives and the Mayor. The Council shall have legislative powers, and the power and duty to select, direct, and regularly evaluate the City Manager, as well as such other and specific powers and duties as may be provided by law or this Charter. Each Representative shall have the discretion and sole authority to appoint and remove district office staff.

##### **City of El Paso Special Election for Charter Amendment**

**Ballot Proposition BA**

Should section 3.1 of the City Charter, relating to creation, composition; powers and duties of Council be amended to allow City Council Representatives to appoint and remove district office staff?

YES ( )

NO ( )

**CITY OF EL PASO MEASURE CB**

**Text of Amendment**

Amending Section 3.18 of the City Charter, relating to the use of ordinances, to read in pertinent part as follows:

**Section 3.18 LEASE; FRANCHISE, AND CONVEYANCE.**

The right of control, ownership and use of streets, alleys, parks and public places of the City is declared to be inalienable except as provided by ordinance passed by the Council and except for uses of less than thirty days which may have a separate approval process as established by ordinance.

Any authorization for the conveyance, lease, or grant of a franchise regarding the property of the City shall provide for payment to the City of a reasonable fee as consideration for that conveyance, lease, or franchise.

Any sale of City owned property in fee simple, franchise or lease for an initial term longer than forty years shall be approved by ordinance.

In addition, any authorization for a lease or franchise must provide that the City may revoke it if necessary to secure efficiency of public service at a reasonable rate, and must assure that the property is maintained in good condition throughout the life of the lease or franchise.

**City of El Paso Special Election for Charter Amendment**

**Ballot Proposition CB**

Should section 3.18 of the City Charter relating to Leases, Franchises, and Conveyances be amended to authorize Council to lease City owned property for 40 years or less by Council resolution or ordinance?

YES ( )

NO ( )

**CITY OF EL PASO MEASURE ~~DC~~**

**Text of Amendment**

Amending Section 3.5 of the City Charter, relating to City Council Procedures and Rules, to read in pertinent part as follows:

**Section 3.5 A CITY COUNCIL PROCEDURES AND RULES**

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

**City of El Paso Special Election for Charter Amendment**

**Ballot Proposition ~~DC~~**

Should section 3.5A of the City Charter be amended to allow Council to reschedule meetings by resolution to allow for City holidays but shall hold no less than two regular meetings per month?

YES ( )

NO ( )

**CITY OF EL PASO MEASURE ~~ED~~**

**Text of Amendment**

**Section 3.5 A CITY COUNCIL PROCEDURES AND RULES**

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

**City of El Paso Special Election for Charter Amendment**

**Ballot Proposition ~~ED~~**

Should section 3.5A of the City Charter be amended to allow the Mayor to cancel a meeting if necessary due to a Federal, State or Local declared emergency?

YES ( )

NO ( )

## CITY OF EL PASO MEASURE ~~FE~~

### Text of Amendment

Amending Sections 3.9B relating to Ordinances, 3.10B relating to emergency ordinances, 6.1-12 relating to civil service hearing officers to read in pertinent part as follows:

#### **Section 3.9 ORDINANCES IN GENERAL.**

B. Legislative Procedure. Except as provided in Section 3.13, an ordinance may be introduced by any Council member at any meeting of the Council. A proposed ordinance must be filed with the City Clerk in sufficient time for inclusion on the agenda for the Council meeting at which it is to be introduced. Upon such filing the City Clerk shall distribute copies to each member of the Council and to the City Manager. No ordinance shall be adopted finally except at a regular open meeting of the Council following notice, publication, and a public hearing. The notice shall contain:

1. The proposed ordinance or a brief summary thereof;
2. The places where copies of it have been filed and the times when they are available for public examination; and
3. The time and place for the public hearing. The notice shall be published by any contemporary means of information sharing, including but not limited to publication in a newspaper of general circulation in the City or placement on a website at least five days prior to the public hearing. The hearing may be held by a designated Council committee or the Council separately or in connection with any Council meeting and may be adjourned to a specified time. All interested persons present shall have an opportunity to be heard. As soon as practicable after adoption of any ordinance, the City Clerk shall publish it again, with notice of its adoption, in abstract form, by any contemporary means of information sharing. These abstracts must state, at a minimum, the purpose of the ordinance and, where penal, the penalty provided. In any event, the publication must be written so as to be understood by an average person.

#### **Section 3.10B EMERGENCY ORDINANCES.**

Procedures. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it may be introduced on one-hour public notice, and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing the emergency in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the unanimous vote of the Council members present shall be required for adoption.

#### **Section 6.1-12 HEARING OFFICERS.**

The Commission will appoint one or more compensated hearing officers to hear appeals made under Section 6.13-4. The need for hearing officers in excess of one shall be determined jointly by the Commission and the City Manager. Hearing officers will perform those duties and functions necessary to render a recommendation to the Commission on the matter in dispute.

The hearing officers will serve at the Commission's pleasure, and will be procured through the City's procurement process.

**City of El Paso Special Election for Charter Amendment**  
**Ballot Proposition ~~FE~~**

Shall Sections 3.9B, 3.10B, 6.1-12 of the City Charter be amended to eliminate provisions which have become inoperative because they have been superseded by state law; replace obsolete references and update terminology to current legal usage?

YES ( )

NO ( )

**CITY OF EL PASO MEASURE ~~GF~~**

**Text of Amendment**

Amending Section 3.11 of the City Charter, relating to Initiatives to read in pertinent part as follows:

**Section 3.11 INITIATIVE.**

Any ~~five~~-registered voter or group of registered voters, referred to in this section as the committee, may initiate an ordinance that complies with federal, state and local law by filing with the City Clerk a statement that they intend to circulate a petition, however no ordinance may be initiated through this process ~~regarding~~ regarding appropriation ~~ing~~ or allocation ~~ing~~ of City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property or granting a franchise. Such statement must include the names and addresses of the committee members, the full text of the proposed ordinance, and the designated lead committee member.

The City Clerk shall place the proposed Ordinance on the City Council Agenda for introduction within thirty calendar days after receiving the statement, followed by a public hearing at the second reading. If City Council fails to adopt the ordinance, or adopts it with amendments, the City Clerk will notify the committee through the lead committee member.

If the committee still wishes to seek adoption of the ordinance after Council fails to adopt, or does not agree to Council's amendments, it will then have 180 calendar days after notice from the City Clerk to complete the petition by gathering signatures in the form required by state law, including but not limited to original signature, printed name, residence address and date of birth or voter registration of a number of registered voters equal to at least five percent of the voters who voted in the last general City election, or 10,000, whichever number is smaller. The petition must set forth the precise content of the ordinance desired by the petitioners.

Within thirty working days, tThe City Clerk shall review the petition without delay, but no more than 60 City Clerk office working days, to verify if it meets all requirements, and if authenticated



with the required number of signatures, must place that ordinance on the agenda of a Council meeting to be held within thirty working days of the authentication by the City Clerk, of the petition bearing the authenticated names and addresses of the petitioners. Such an item shall be treated by the Council exactly as any other proposed ordinance.

If Council does not adopt, or adopts the proposed ordinance in an amended form, the ~~City Clerk~~City Council thereafter must place the proposed ordinance on the ballot at a uniform election no later than the next citywide general election specified in State law meeting all deadlines. If the proposal receives the favorable vote of a majority of those voting in that election it shall thereupon become a City ordinance. Initiative ordinances adopted or approved by the electors shall be published and may be amended or repealed by the Council, as in the case of other ordinances; provided, however, that no ordinance adopted at the polls under an initiative may be amended or repealed by the Council within one year of adoption.

The Council is not obliged to consider the same ordinance initiated by petition, or one that is substantially the same, more often than once in: two years.

#### **City of El Paso Special Election for Charter Amendment Ballot Proposition ~~GF~~**

Should section 3.11 relating to the initiative petition of the City Charter be amended to remove the requirement for a second petition, and institute a process for the public to initiate a City ordinance, and to clarify that no ordinance may be initiated through this process appropriating or allocating City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property, or granting a franchise?

YES ( )

NO ( )

#### **CITY OF EL PASO PROPOSITION H**

##### **Text of Amendment**

~~Amending Section 1.2 relating to Definitions, 3.5E relating to City Council Procedures and Rules, 3.6 relating to Legislative Committees, 4.1B Power of the Mayor, 4.3 relating to Mayor Pro Tempore and 7.3 relating to budget procedures of the City Charter effective the first City Council meeting January of 2025, to read in pertinent part as follows:~~

##### **Section 1.2—DEFINITIONS**

~~As used in this Charter, the term "laws of Texas" shall include the Constitution and statutes of the State of Texas, the common law as it exists in the State of Texas, and appropriate case law. As used herein, "State" shall mean the State of Texas; "City" shall mean the City of El Paso; "City Council" or "Council" shall mean the Mayor and Representatives of the City of El Paso, with the Mayor being a voting member of Council; and "department" shall mean any City agency, office, bureau or other organizational unit.~~

##### **Section 3.5 E CITY COUNCIL PROCEDURES AND RULES**

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~~Effective Date. Ordinances and resolutions finally adopted by the Council shall be filed in the office of the City Clerk and signed by the Mayor before they take effect. If the Mayor shall either fail to sign any adopted ordinance or resolution within five days after it has been filed with the City Clerk, exclusive of the day of filing, it shall become law.~~

### **~~Section 3.6 LEGISLATIVE COMMITTEES~~**

~~A. The members of Council may resolve themselves into committees, both standing and special, when this is convenient for the conduct of legislative business, including the investigative powers described in Section 3.8. Rules governing the organization and procedures of these committees shall be made by the Council.~~

### **~~Section 4.1B POWERS OF THE MAYOR~~**

~~The Mayor shall be a voting member of City Council and preside over the City Council meetings, having the power to propose legislation; represent the City in intragovernmental and intergovernmental relationships; appoint with the consent of the Council the members of citizen advisory boards and commissions; make appointments and perform duties pursuant to federal and state law; present an annual state of the City message, convene the Council in special session and perform other duties specified by the Council.~~

### **~~Section 4.3 MAYOR PRO TEMPORE~~**

~~A. At the first meeting upon the start of new terms of office following each general election, the Council shall elect from among the Representatives a Mayor Pro Tempore, who shall hold that office for a two year term. Should the office of Mayor Pro Tempore become vacant, the Council shall elect a new Mayor Pro Tempore.~~

~~B. During the absence or disability of the Mayor, the Mayor Pro Tempore shall act as Mayor.~~

### **~~Section 7.3 BUDGET PROCEDURES~~**

~~The procedures here stated shall govern adoption of the annual budget and the appropriations of monies pursuant thereto.~~

~~D. Adoption. The budget shall be adopted by resolution, not later than the day before the first day of the City's fiscal and budget year; but, in the event the budget is not adopted, the appropriation for personnel and essential operating supplies made in the previous year shall be extended until the new budget is adopted.~~

## **City of El Paso Special Election for Charter Amendment** **Ballot Proposition H**

~~Should section 1.2, 3.5E, 3.6, 4.1B, 4.3, and 7.3 of the City Charter be amended to authorize the Mayor to vote on all City Council agenda items and remove the Mayor's tie-breaking and veto capacity effective the first City Council meeting of January 2025?~~

~~YES ( )~~

~~NO ( )~~

#### **CITY OF EL PASO MEASURE ~~IG~~**

##### **Text of Amendment**

Amending Section 6.1-4 of the City Charter, relating to Civil Service qualifications to read in pertinent part as follows:

##### **Section 6.1-4 QUALIFICATIONS.**

Members of the Commission must be residents of the City at the time of their appointment and remain a resident of the City throughout their term of office. No Commissioner shall be related in any manner described in Article III, Section 3.3 B to any employee of the City, the Public Service Board, or any entity that has a contract with the City to operate or manage any City facility or department, nor hold any salaried public office or other employment compensated by the City, and any violation of this provision shall be deemed malfeasance in office and cause for removal therefrom. The City should adopt rules that reflect the diversity of the community and City workforce. No more than three Commissioners may be former city employees, and any such Commissioners are not eligible for appointment until two years following separation from the City. Any commissioner may be either actively employed or retired.

#### **City of El Paso Special Election for Charter Amendment**

##### **Ballot Proposition ~~IG~~**

Should 6.1-4 of the City Charter be amended to change the qualifications requirements for Civil Service Commissioners to allow for appointment of Civil Service Commissioners that reflect the diversity of the community and City workforce?

YES ( )

NO ( )

#### **CITY OF EL PASO PROPOSITION J**

##### **Text of Amendment**

~~Amending Section 6.2-2 of the City Charter, relating to the unclassified services and 6.2-3B, relating to appointment and removal of unclassified personnel to read in pertinent part as follows:~~

**~~Section 6.2.2 UNCLASSIFIED SERVICES.~~**

~~The unclassified services shall include only the following positions:~~

~~A. The City Attorney, Assistant City Attorneys, law clerks and paralegal personnel;~~

~~B. The Mayor's executive secretary(s) and Executive Assistant(s);~~

~~C. All elected officials;~~

~~D. Members of all City boards, commissions, and committees who serve without compensation;~~

~~E. Employees hired by contract, and short term or limited funding grant funded employees as designated by the City Manager and hired on or after the effective date of this amendment;~~

~~F. The City Manager;~~

~~G. All executive level employees, and executive staff or salaried professional employees reporting directly to the City Manager;~~

~~H. Employees hired on or after May 18, 2007 who work at the Metropolitan Planning Organization; and~~

~~I. Persons given provisional and temporary appointments who are not classified employees at the time of such appointment.~~

~~J. A person hired solely as a District Representative's legislative aide for the limited period of the term of office for that District Representative.~~

**~~Section 6.2.3 APPOINTMENT AND REMOVAL OF UNCLASSIFIED PERSONNEL~~**

~~B. Except as otherwise provided by law or in this Charter, unclassified personnel may be removed by the City Manager or designee, who may establish written procedures for removal.~~

**City of El Paso Special Election for Charter Amendment**  
**Ballot Proposition J**

~~Should Section 6.2.2 relating to Unclassified Services and 6.2.3 relating to appointment and removal of unclassified personnel be amended to align the person carrying out the role of civil service commission recorder with all other unclassified City employees who may be removed by the City Manager or designee in accordance with the City Charter?~~

YES (→)

NO (→)

CITY OF EL PASO MEASURE ~~K~~H

**Text of Amendment**

Amending Section 6.7-1 and 6.8-1 of the City Charter, relating to penalty for deceit in examinations, examinations and eligibility to read in pertinent part as follows:

**Section 6.7-1 ~~PENALTY FOR DECEIT IN EXAMINATION.~~**

(Reserved.)

**Section 6.8-1 EXAMINATION AND ELIGIBILITY**

The Human Resources Director shall establish administrative policies and procedures for the promotion process, and eligibility, consistent with the provisions of this Article and all applicable federal and state employment laws.

**City of El Paso Special Election for Charter Amendment**  
**Ballot Proposition ~~K~~-H**

Should Section 6.7-1 be deleted and 6.8-1 relating to Examinations of the City Charter be amended to remove the requirement for examinations and allow the City to establish Civil Service Rules, policies and procedures for the promotion of City employees?

YES ( )

NO ( )

CITY OF EL PASO MEASURE ~~H~~-I

**Text of Amendment**

Amending Section 6.13-11D of the City Charter, relating to pensions plans to read in pertinent part as follows:

**Section 6.13-11D PENSION PLANS.**

Firemen and Policemen Pension Fund of El Paso. The City shall continue to augment the Firemen and Policemen Pension Fund of El Paso in a manner consistent with the laws of Texas. To augment the Firemen and Policemen Pension Fund, the Council shall in each fiscal year beginning after ~~November-May 2023~~<sup>2</sup>, appropriate no less than eighteen percent of the total amount expended for wages of the participants, and may increase this contribution rate as allowed by the relevant state law requirements based on a qualified actuary's report; provided, however, that in the event age limits for participation in the pension fund, or any division of the fund, are increased as permitted by law and the raising of the age limits causes an increase in funding costs as determined by an actuary, the City shall appropriate an amount equal to such cost increase notwithstanding that such increased appropriation may exceed the otherwise determined percent of the total amount expended for wages of the participants.

**City of El Paso Special Election for Charter Amendment**  
**Ballot Proposition ~~1-1~~**

Should section 6.13-11D relating to the police and fire pension fund be amended to establish that the City of El Paso shall contribute to the El Paso Policemen and Firemen Pension Fund no less than eighteen percent of the total amount expended for wages of the participants, and any increase to the contribution rate shall be as allowed by state law?

YES ( )

NO ( )

**CITY OF EL PASO MEASURE J**

**Text of Amendment**

Amending Section 3.20B of the City Charter, relating to the Chief Internal Auditor to read in pertinent part as follows:

**Section 3.20B Internal Audit Function**

1. The Council shall establish and create an internal audit function to ensure that appropriate internal audits will be performed in accordance with professionally recognized auditing standards of the operations of all City departments, offices, agencies and programs.
2. The function shall be staffed by a Chief Internal Auditor and such other appropriate positions as are authorized by the Council who shall report to the Chief Internal Auditor. City employees in such positions shall be protected by the Civil Service System rights and processes that are afforded to classified employees, even if considered unclassified by other sections of this Charter or the City's Civil Service System.
3. Consistent with the provisions of this Charter, the Council shall by ordinance or resolution provide for the powers and duties of the Chief Internal Auditor as needed for the performance of the function.



4. The Financial and Audit Oversight Committee shall maintain legislative oversight over the internal audit function as provided in Section 3.6 B.

5. On and after the effective date of this amendment, the Chief Internal Auditor shall be appointed and removed by, and report to the City Manager subject to the approval of the Council. The City Manager shall maintain operational oversight over the internal audit function and be responsible for the implementation of any audit recommendations for changes to City administrative procedures and operations as requested by the Council.

**City of El Paso Special Election for Charter Amendment**  
**Ballot Proposition L-J**

Should Section 3.20B of the El Paso City Charter be amended to change the reporting structure of the Chief Internal Auditor so the position reports directly to City Council, and to provide Civil Service protections to employees in positions that report to the Chief Internal Auditor.

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**SECTION 2 – BALLOTS**

The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" on the proposition, with the ballots to contain such provisions, markings and language as required by law, and with the proposition to be expressed substantially as set forth in section 1, above.

**SECTION 3 – EARLY VOTING CLERK**

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be **received** no later than the close of business on October 28, 2022 April 25, 2023, sent to this address.

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**SECTION 4 – EARLY VOTING**

Early voting by personal appearance shall be conducted at the El Paso County Courthouse, located at 500 E. San Antonio, El Paso, Texas 79901. In addition, early voting may also occur at such early voting polling places as are designated herein or otherwise designated by the El Paso County Elections Administrator and posted at City Hall by the City Clerk. The locations and hours for early voting by personal appearance shall be authorized for such election as set forth in Exhibit "A," which may be amended.

In addition, mobile voting stations may be authorized and used for early voting at publicly owned buildings in the City as established by the El Paso County Elections Administrator. The City Clerk is authorized to make corrections or revisions to the list of these mobile stations, including the respective hours for early voting by personal appearance at these stations. The City Clerk is further authorized to make corrections or revisions to the list of early voting stations as

set forth above, including the respective hours for early voting by personal appearance at these stations, and revise and correct all election notices regarding the early voting locations and the mobile voting stations, and the dates and times for such voting.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with El Paso County.

#### **SECTION 5 – NOTICE OF ELECTION**

The City Clerk shall give notice of such election by posting a notice of such election in English and Spanish in the Office of the City Clerk as provided by law and by publishing a copy of said notice in both English and Spanish in a newspaper in the City as required by law. Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice shall be published in a newspaper of general circulation in El Paso on the same day, in each of two consecutive weeks, with the first publication occurring on or before the 14th day before election day. The notice shall contain a substantial copy of the proposed amendment.

The City Clerk shall deliver notice of this election to the County Clerk and voter registrar of El Paso County no later than ~~Monday Tuesday, October 24, 2022~~ March 7, 2023, or as otherwise required by law.

#### **SECTION 6 – ELECTION SERVICES CONTRACT AND PROCEDURAL MATTERS**

The City Manager is hereby authorized to execute the necessary contract(s) and agreements, joint or otherwise, with the El Paso County Elections Administrator, or any other public entity, for the purpose of having El Paso County furnish all or any portion of the election services and equipment needed by the City Clerk to conduct the election. The contract document and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and all other applicable statutes and laws.

The election services contract with the County shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures necessary to conduct the election.

Matters contained in this ordinance relating to discretionary, procedural matters may be amended by approval of the City Manager, and procedural matters not established by this ordinance will be established by resolution of City Council.

#### **SECTION 7 – VOTING MACHINES AND ELECTION RESULTS**

Voting machines used for the conduct of the election, shall be procured, maintained, operated, sealed and the votes therefrom tabulated pursuant to procedures established and authorized by the laws of the State of Texas.

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by law.

**SECTION 8 – OTHER ACTION AND COMPLIANCE WITH APPLICABLE LAWS**

The City Manager and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any additional action necessary to comply with provisions of the Texas Election Code or other state and federal statutes and constitutions in carrying out the conduct of the election, whether or not expressly authorized herein.

**SECTION 9 – SEVERABILITY**

That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

**SECTION 10 – EFFECTIVE DATE**

This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

APPROVED this \_\_\_\_ day of ~~August~~February, ~~2022~~2023.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

APPROVED AS TO FORM:

---

Laura D. Prine  
City Clerk

---

Kristen L. Hamilton-Karam  
Senior Assistant City Attorney

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, ORDERING A SPECIAL ELECTION FOR THE SUBMISSION OF CHARTER AMENDMENTS TO SECTION 2.2C TO ALLOW PERSONS TO SERVE TWO FULL TERMS AS MAYOR OR DISTRICT REPRESENTATIVE IF SUCH PERSON CARRIED OUT AN UNEXPIRED TERM; SECTION 3.18 TO ALLOW CITY COUNCIL TO AUTHORIZE LEASES FOR 40 YEARS OR LESS BY RESOLUTION OR ORDINANCE; SECTION 3.5A TO ALLOW COUNCIL TO RESCHEDULE MEETINGS FOR HOLIDAYS AND ALLOW THE MAYOR TO CANCEL A COUNCIL MEETING IF REQUIRED DUE TO DECLARED EMERGENCY; SECTION 3.9B, 3.10B, AND 6.1-12 TO ALIGN TO STATE LAW AND UPDATE OBSOLETE REFERENCES; SECTION 3.11 TO REMOVE THE REQUIREMENT FOR A SECOND PETITION IN INITIATIVES, AND PROVIDE A PROCEDURE FOR CITIZENS TO INITIATE CITY ORDINANCES; SECTION 1.2, 3.5E, 3.6, 4.1B, 4.3 AND 7.3 TO AUTHORIZE THE MAYOR TO VOTE ON ALL COUNCIL ITEMS, REMOVING THE TIE-BREAKING AND VETO CAPACITY; SECTION 6.1-4 TO AUTHORIZE THE CITY TO CREATE A POLICY REGARDING MEMBERSHIP ON THE CIVIL SERVICE COMMISSION TO REFLECT THE COMMUNITY AND CITY WORKFORCE; SECTIONS 6.2-2 AND 6.2-3 TO ALIGN THE EMPLOYEE SERVING AS CIVIL SERVICE COMMISSION RECORDER WITH OTHER EMPLOYEES CARRYING OUT SIMILAR DUTIES; SECTION 6.7-1 AND 6.8-1 TO ALLOW THE CITY TO ESTABLISH MORE FLEXIBLE POLICIES IN HIRING EMPLOYEES; SECTION 6.13-11D TO ESTABLISH THE CITY CONTRIBUTION TO THE POLICE AND FIRE PENSION FUND OF NO LESS THAN 18% OF THE WAGES OF THE PARTICIPANTS, AND REMOVE THE LIMIT ON THE CITY'S CONTRIBUTION; SUCH ELECTION TO BE HELD WITHIN THE CITY, ON NOVEMBER 8, 2022; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND AUTHORIZING A CONTRACT WITH EL PASO COUNTY TO FURNISH ELECTION SERVICES AND EQUIPMENT; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council appointed a nine (9) member Ad Hoc Charter Advisory Committee in January 2022 to assist in the review and to make recommendations on potential charter amendments; and

**WHEREAS,** the Ad Hoc Charter Advisory Committee reviewed proposed Charter Amendments approved by a majority of the City Council and the Committee met from February 2022 through May 2022 to review the City Charter and in May 2022, the Committee finalized its report of its findings in writing, and presented its proposed amendments to the City Council; and

**WHEREAS,** the City Council has reviewed the proposed Amendments by the Committee and the City Council of the City of El Paso, Texas has determined it appropriate to

submit a proposed amendment to the existing City Charter of the City of El Paso to the qualified voters of the City for their adoption or rejection thereof pursuant to Section 9.004(a) of the Texas Local Government Code; and

**WHEREAS**, Section 9.04(b) of the Texas Local Government Code requires that an ordinance be approved ordering said election to be held on the first authorized uniform election date prescribed by the Texas Election Code and establishing the procedure to be followed in said election; and

**WHEREAS**, Section 41.001 of the Texas Election Code establishes November 8, 2022, as a uniform election date for the purposes of conducting an election; and

**WHEREAS**, pursuant to Texas Local Government Code Section 9.004(e), more than one amendment may be combined in one ballot proposition as long as the amendments contain only one subject; and

**WHEREAS**, pursuant to the Texas Local Government Code Section 9.004 a ballot for proposed charter amendments shall be prepared so that a voter may approve or disapprove any one or more amendments without having to approve or disapprove all of the amendments; and

**WHEREAS**, during a public meeting held on August 2, 2022, the City Council considered and approved for public vote, in the form of a ballot proposition, the following Charter amendments after considering recommendations by the 2022 Ad Hoc Charter Advisory Committee; and

**WHEREAS**, the City Council of the City of El Paso, Texas, hereby directs City staff to publish notice of the special charter election in a newspaper of general circulation in the City on the same day in each of two (2) successive weeks, the date of the first publication to be not less than fourteen (14) days prior to the date of the November 8, 2022 election, in compliance with Section 9.004(c) of the Texas Local Government Code.

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

#### **SECTION 1 – CHARTER AMENDMENT ELECTION CALLED**

The El Paso City Council does hereby order an election to submit to the voters of the City of El Paso proposed amendments to the City Charter, to be held on Tuesday, November 8, 2022. That such election shall be held at the precincts and the polling places designated in Exhibit "A" or such other locations as may be designated prior to the election by the City Council, attached hereto and made a part hereof for all purposes, and said polling places shall open at 7 a.m. and remain open until 7 p.m. on the day of the election.

That at such election, the following amendments to the Charter of the City of El Paso ("Propositions") shall be submitted to the qualified voters of the City and official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit the



electors to vote for or against the proposed amendment, and with such proposition to be expressed substantially as follows:

## **CITY OF EL PASO PROPOSITION A**

### **Text of Amendment**

Amending Section 2.2C of the City Charter, relating to term limits for the Mayor and District Representatives, to read in pertinent part as follows:

#### **Section 2.2C LIMITATION.**

No Mayor or Representative may hold such office for more than a total of ten years throughout their lifetime, however, a person who serves an unexpired term due to a Mayor or Representative's resignation will be allowed to serve two full four-year terms, regardless of whether it results in more than a total of ten years.

### **City of El Paso Special Election for Charter Amendment Ballot Proposition A**

Should section 2.2C of the City Charter, relating to term limits, be amended to provide that a person who serves an unexpired term due to a Mayor or Representative's vacancy be allowed to serve two full four-year terms, regardless of whether it results in more than a total of ten years served throughout their lifetime?

YES ( )

NO ( )

## **CITY OF EL PASO PROPOSITION B**

### **Text of Amendment**

Amending Section 3.1 of the City Charter, relating to the creation; composition; powers and duties of City Council, to read in pertinent part as follows:

#### **Section 3.1 – CREATION; COMPOSITION; POWERS AND DUTIES**

There shall be a City Council consisting of District Representatives and the Mayor. The Council shall have legislative powers, and the power and duty to select, direct, and regularly evaluate the City Manager, as well as such other and specific powers and duties as may be provided by law or this Charter. Each Representative shall have the discretion and sole authority to appoint and remove ~~a legislative aide~~ district office staff.

### **City of El Paso Special Election for Charter Amendment Ballot Proposition B**

Should section 3.1 of the City Charter, relating to creation, composition; powers and duties of Council be amended to allow City Council Representatives to appoint and remove district office staff?

YES ( )

NO ( )

## **CITY OF EL PASO PROPOSITION C**

### **Text of Amendment**

Amending Section 3.18 of the City Charter, relating to the use of ordinances, to read in pertinent part as follows:

#### **Section 3.18 LEASE; FRANCHISE, AND CONVEYANCE.**

The right of control, ownership and use of streets, alleys, parks and public places of the City is declared to be inalienable except as provided by ordinance passed by the Council and except for uses of less than thirty days which may have a separate approval process as established by ordinance.

Any authorization ordinance providing for the conveyance, lease, or grant of a franchise regarding the property of the City shall provide for payment to the City of a reasonable fee as consideration for that conveyance, lease, or franchise.

Any sale of City owned property in fee simple, franchise or lease for an initial term longer than forty years shall be approved by ordinance.

In addition, any authorization ordinance providing for a the lease or franchise shall must provide that: ~~1. At the termination of the lease or franchise, the property involved, together with any improvements thereto, made or erected during the term of the lease or franchise, shall (either without further compensation or upon payment of a fair valuation therefore as determined by the terms of the ordinance), become the property of the City; and 2. Every lease or franchise~~ the City may ~~be~~ revoked ~~it by the City~~ if necessary to secure efficiency of public service at a reasonable rate, ~~or to~~ and must assure that the property is maintained in good ~~order~~ condition throughout the life of the lease or franchise grant.

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition C**

Should section 3.18 of the City Charter relating to Leases, Franchises, and Conveyances be amended to authorize Council to lease City owned property for 40 years or less by Council resolution or ordinance?

YES ( )

NO ( )

## **CITY OF EL PASO PROPOSITION D**

### **Text of Amendment**

Amending Section 3.5 of the City Charter, relating to City Council Procedures and Rules, to read in pertinent part as follows:

#### **Section 3.5 A CITY COUNCIL PROCEDURES AND RULES**

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition D**

Should section 3.5A of the City Charter be amended to allow Council to reschedule meetings by resolution to allow for City holidays but shall hold no less than two regular meetings per month?

YES ( )

NO ( )

## **CITY OF EL PASO PROPOSITION E**

### **Text of Amendment**

#### **Section 3.5 A CITY COUNCIL PROCEDURES AND RULES**

Meetings. Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month. The Mayor may cancel a meeting if necessary due to a Federal, State or Local declared emergency.

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition E**

Should section 3.5A of the City Charter be amended to allow the Mayor to cancel a meeting if necessary due to a Federal, State or Local declared emergency?

YES ( )

NO ( )

## **CITY OF EL PASO PROPOSITION F**

### **Text of Amendment**

Amending Sections 3.9B relating to Ordinances, 3.10B relating to emergency ordinances, 6.1-12 relating to civil service hearing officers to read in pertinent part as follows:

#### **Section 3.9 ORDINANCES IN GENERAL.**

B. Legislative Procedure. Except as provided in Section 3.13, an ordinance may be introduced by any Council member at any meeting of the Council. A proposed ordinance must be filed with the City Clerk in sufficient time for inclusion on the agenda for the Council meeting at which it is to be introduced. Upon such filing the City Clerk shall distribute copies to each member of the Council and to the City Manager. ~~A reasonable number of copies shall be available in the office of the City Clerk, and at such other public places as the Council may designate, for examination by interested persons.~~ No ordinance shall be adopted finally except at a regular open meeting of the Council following notice, publication, and a public hearing. The notice shall contain:

- 1.The proposed ordinance or a brief summary thereof;
- 2.The places where copies of it have been filed and the times when they are available for public examination; and
- 3.The time and place for the public hearing. The notice shall be published by any contemporary means of information sharing, including but not limited to publication in a newspaper of general circulation in the City or placement on a website at least five days prior to the public hearing. The hearing may be held by a designated Council committee or the Council separately or in connection with any Council meeting and may be adjourned to a specified time. All interested persons present shall have an opportunity to be heard. As soon as practicable after adoption of any ordinance, the City Clerk shall publish it again, with notice of its adoption, in abstract form, by any contemporary means of information sharing. These abstracts must state, at a minimum, the purpose of the ordinance and, where penal, the penalty provided. In any event, the publication must be written so as to be understood by an average person.

#### **Section 3.10B EMERGENCY ORDINANCES.**

Procedures. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it may be introduced on one ~~two~~ hours' public notice, and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing the emergency in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the unanimous vote of the Council members ~~Representatives~~ present, ~~and the consent of the Mayor,~~ shall be required for adoption.

## **Section 6.1-12 HEARING OFFICERS.**

The Commission will appoint one or more compensated hearing officers to hear appeals made under Section 6.13-4. The need for hearing officers in excess of one shall be determined jointly by the Commission and the City Manager. Hearing officers will perform those duties and functions necessary to render a recommendation to the Commission on the matter in dispute.

The hearing officers will serve at the Commission's pleasure, and ~~will not be classified. Reasonable compensation shall be paid by the City. will be procured through the City's procurement process.~~

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition F**

Shall Sections 3.9B, 3.10B, 6.1-12 of the City Charter be amended to eliminate provisions which have become inoperative because they have been superseded by state law; replace obsolete references and update terminology to current legal usage?

YES ( )

NO ( )

## **CITY OF EL PASO PROPOSITION G**

### **Text of Amendment**

Amending Section 3.11 of the City Charter, relating to Initiatives to read in pertinent part as follows:

## **Section 3.11 INITIATIVE.**

Any five registered voters, referred to in this section as the committee, may initiate an ordinance that complies with federal, state and local law by filing with the City Clerk a statement that they intend to circulate a petition, however no ordinance may be initiated through this process regarding required appropriation or allocation of City funds, zoning or rezoning, levy of taxes, setting utility rates, purchase or sale of an interest in real property or granting a franchise. Such statement must include the names and addresses of the committee members, the full text of the proposed ordinance, and the designated lead committee member.

The City Clerk shall place the proposed Ordinance on the City Council Agenda for introduction within thirty days after receiving the statement, followed by a public hearing at the second

reading. If City Council fails to adopt the ordinance, or adopts it with amendments, the City Clerk will notify the committee through the lead committee member.

If the committee still wishes to seek adoption of the ordinance after Council fails to adopt, or does not agree to Council's amendments, it will then have 180 calendar days after notice from the City Clerk to complete the petition by gathering signatures in the form required by state law, including but not limited to original signature, printed name, residence address and date of birth or voter registration of ~~Whenever~~ a number of registered voters equal to at least five percent of the voters who voted in the last general City election, sign a ~~The~~ petition must setting forth the precise content of ~~an the~~ ordinance desired by the ~~petitioners, signers,~~

Within thirty working days, the City Clerk shall review the petition to verify if it meets all requirements, and if authenticated with the required number of signatures, the Council must place that ordinance on the agenda of a Council meeting to be held within thirty working days of the ~~receipt, authentication~~ by the City Clerk, of the petition bearing the authenticated names and addresses of the petitioners. Such an item shall be treated by the Council exactly as any other proposed ordinance.

Should an ordinance proposed by such petition not be enacted by the If Council does not adopt, or should it be enacted adopts the proposed ordinance in an amended form, a second petition, signed by a number of registered voters equal to at least five percent of the voters who voted in the last general City election, may be submitted to the City Clerk and that official shall have twenty working days in which to authenticate the signatures and thereafter must place the re proposed ordinance on the ballot at the next citywide general election specified in State law, if the proposal receives ~~d~~ the favorable vote of a majority of those voting in that election it shall thereupon become a City ordinance.

The Council is not obliged to consider the same ordinance initiated by petition, or one that is substantially the same, more often than once in: two years.

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition G**

Should section 3.11 relating to the initiative petition of the City Charter be amended to remove the requirement for a second petition, and institute a process for the public to initiate a City ordinance?

YES ( )

NO ( )

### **CITY OF EL PASO PROPOSITION H**

#### **Text of Amendment**

Amending Section 1.2 relating to Definitions, 3.5E relating to City Council Procedures



and Rules, 3.6 relating to Legislative Committees, 4.1B Power of the Mayor, 4.3 relating to Mayor Pro Tempore and 7.3 relating to budget procedures of the City Charter effective the first City Council meeting January of 2025, to read in pertinent part as follows:

## **Section 1.2 - DEFINITIONS**

As used in this Charter, the term "laws of Texas" shall include the Constitution and statutes of the State of Texas, the common law as it exists in the State of Texas, and appropriate case law. As used herein, "State" shall mean the State of Texas; "City" shall mean the City of El Paso; "City Council" or "Council" shall mean the Mayor and Representatives of the City of El Paso, with the Mayor being a ~~non-voting~~ voting member of Council; ~~provided, however, the Mayor shall not be considered a member of Council for items and matters requiring a super-majority vote of all members of the governing body~~; and "department" shall mean any City agency, office, bureau or other organizational unit.

## **Section 3.5 E CITY COUNCIL PROCEDURES AND RULES**

~~Veto-Effective Date.~~ Ordinances and resolutions finally adopted by the Council shall be filed in the office of the City Clerk and signed by the Mayor before they take effect. ~~If the Mayor vetoes the ordinance or resolution, reasons shall be set forth by the Mayor in writing, and the ordinance or resolution with those reasons shall be returned to the Council. However, the Mayor shall not have any veto power over any City Council action which removes the City Manager or the City Attorney. To override the Mayor's veto, three-fourths of all of the Representatives must vote in favor of the returned ordinance or resolution, in which event the adopted ordinance or resolution shall become law.~~ If the Mayor shall either fail to ~~approve or object in writing~~ sign to any adopted ordinance or resolution within five days after it has been filed with the City Clerk, exclusive of the day of filing, it shall become law.

## **Section 3.6 LEGISLATIVE COMMITTEES**

A. The ~~Representatives~~ members of Council may resolve themselves into committees, both standing and special, when this is convenient for the conduct of legislative business, including the investigative powers described in Section 3.8. Rules governing the organization and procedures of these committees shall be made by the Council, ~~and the Mayor shall have no power to veto any of those rules except upon grounds of illegality.~~

## **Section 4.1B POWERS OF THE MAYOR**

The Mayor shall be a voting member of City Council and preside over the City Council meetings, having the power to propose legislation; represent the City in intra-governmental and intergovernmental relationships; appoint with the consent of the Council the members of citizen advisory boards and commissions; make appointments and perform duties pursuant to federal and state law; present an annual state of the City message, ~~break tie votes, veto legislation except for any City Council action which removes the City Manager or the City Attorney~~ convene the Council in special session and perform other duties specified by the Council.

### Section 4.3 – MAYOR PRO TEMPORE

A. At the first meeting upon the start of new terms of office following each general election, the Council shall elect from among the Representatives a Mayor Pro Tempore, who shall hold that office for a two year term. Should the office of Mayor Pro Tempore become vacant, the Council shall elect a new Mayor Pro Tempore.

B. During the absence or disability of the Mayor, the Mayor Pro Tempore shall act as Mayor, ~~but shall vote as a Representative, and shall have no veto power.~~

### Section 7.3 – BUDGET PROCEDURES

The procedures here stated shall govern adoption of the annual budget and the appropriations of monies pursuant thereto.

D. Adoption. The budget shall be adopted by resolution, ~~subject to the Mayor's veto,~~ not later than the day before the first day of the City's fiscal and budget year; but, in the event the budget is not adopted, the appropriation for personnel and essential operating supplies made in the previous year shall be extended until the new budget is adopted.

### City of El Paso Special Election for Charter Amendment Ballot Proposition H

Should section 1.2, 3.5E , 3.6, 4.1B, 4.3, and 7.3 of the City Charter be amended to authorize the Mayor to vote on all City Council agenda items and remove the Mayor's tie-breaking and veto capacity effective the first City Council meeting of January 2025?

YES ( )

NO ( )

### CITY OF EL PASO PROPOSITION I

#### Text of Amendment

Amending Section 6.1-4 of the City Charter, relating to Civil Service qualifications to read in pertinent part as follows:

#### Section 6.1-4 QUALIFICATIONS.

Members of the Commission must be residents of the City at the time of their appointment and remain a resident of the City throughout their term of office. No Commissioner shall be related in any manner described in Article III, Section 3.3 B to any employee of the City, the Public Service Board, or any entity that has a contract with the City to operate or manage any City facility or department, nor hold any salaried public office or other employment compensated by the City, and any violation of this provision shall be deemed malfeasance in office and cause for removal therefrom. ~~At least two Commissioners must hold or have retired from positions other than managerial or professional. The City should adopt rules that reflect the diversity of the community and City workforce.~~ No more than three Commissioners may be former city

employees, and any such Commissioners are not eligible for appointment until two years following separation from the City. Any commissioner may be either actively employed or retired.

**City of El Paso Special Election for Charter Amendment**  
**Ballot Proposition I**

Should 6.1-4 of the City Charter be amended to allow for appointment of Civil Service Commissioners that reflect the diversity of the community and City workforce?

YES ( )

NO ( )

**CITY OF EL PASO PROPOSITION J**

**Text of Amendment**

Amending Section 6.2-2 of the City Charter, relating to the unclassified services and 6.2-3B, relating to appointment and removal of unclassified personnel to read in pertinent part as follows:

**Section 6.2-2 UNCLASSIFIED SERVICES.**

The unclassified services shall include only the following positions:

A. The City Attorney, Assistant City Attorneys, law clerks and paralegal personnel;

B. The Mayor's executive secretary(s) and Executive Assistant(s);

~~C. Hearing officer(s) and the Commission Recorder;~~

~~D. All elected officials;~~

~~E. D. Members of all City boards, commissions, and committees who serve without compensation;~~

~~F. E. Employees hired by contract, and short-term or limited-funding grant-funded employees as designated by the City Manager and hired on or after the effective date of this amendment;~~

~~G. F. The City Manager;~~

~~H. G. All executive level employees, and executive staff or salaried professional employees reporting directly to the City Manager;~~

~~I. H~~ Employees hired on or after May 18, 2007 who work at the Metropolitan Planning Organization; and

~~J. I.~~ Persons given provisional and temporary appointments who are not classified employees at the time of such appointment.

~~K. J.~~ A person hired solely as a District Representative's legislative aide for the limited period of the term of office for that District Representative.

### **Section 6.2-3 – APPOINTMENT AND REMOVAL OF UNCLASSIFIED PERSONNEL**

B. Except as otherwise provided by law or in this Charter, unclassified personnel may be removed by the City Manager or designee, who may establish written procedures for removal.; ~~except for hearing officers and the Commission Recorder, who may be removed only by a majority vote of the commissioners.~~

#### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition J**

Should Section 6.2-2 relating to Unclassified Services and 6.2-3 relating to appointment and removal of unclassified personnel be amended to align the person carrying out the role of civil service commission recorder with all other unclassified City employees who may be removed by the City Manager or designee in accordance with the City Charter?

YES ( )

NO ( )

### **CITY OF EL PASO PROPOSITION K**

#### **Text of Amendment**

Amending Section 6.7-1 and 6.8-1 of the City Charter, relating to penalty for deceit in examinations, examinations and eligibility to read in pertinent part as follows:

#### **Section 6.7-1 PENALTY FOR DECEIT IN EXAMINATION.**

~~An applicant in any examination who uses or attempts to use any unfair or deceitful means to pass the examination shall be excluded from further participation in the examination and the papers not rated, except as may be provided in the applicable Rules or policies and procedures.~~  
(Reserved.)

## Section 6.8-1 EXAMINATION AND ELIGIBILITY

The Human Resources Director shall establish administrative policies and procedures for the promotion process, ~~including examination~~ and eligibility, consistent with the provisions of this Article and all applicable federal and state employment laws. ~~Promotion to any position in the Civil Service shall be by examination weighed by seniority and performance record, except as otherwise provided in the Charter or Rules. Eligibility criteria and rating factors for promotions shall be established by Rule and shall include a credit for seniority.~~

### **City of El Paso Special Election for Charter Amendment** **Ballot Proposition K**

Should Section 6.7-1 be deleted and 6.8-1 relating to Examinations of the City Charter be amended to allow the City to establish Civil Service Rules, policies and procedures for the promotion of City employees?

YES ( )

NO ( )

CITY OF EL PASO PROPOSITION L

### **Text of Amendment**

Amending Section 6.13-11D of the City Charter, relating to pensions plans to read in pertinent part as follows:

## **Section 6.13-11D PENSION PLANS.**

Firemen and Policemen Pension Fund of El Paso. The City shall continue to augment the Firemen and Policemen Pension Fund of El Paso in a manner consistent with the laws of Texas. To augment the Firemen and Policemen Pension Fund, the Council shall in each fiscal year beginning after ~~November 2022, February, 1968~~, appropriate ~~no less than eighteen percent of the total amount expended for wages of the participants, and may increase this contribution rate as allowed by the relevant state law requirements based on a qualified actuary's report; an amount equal to three times the amount paid into the fund by the participants therein; provided that the amount contributed by the City shall not exceed eighteen percent of the total amount expended for salaries of the participants;~~ provided further, however, that in the event age limits for participation in the pension fund, or any division of the fund, are increased as permitted by law and the raising of the age limits causes an increase in funding costs as determined by an actuary, the City shall appropriate an amount equal to such cost increase notwithstanding that such increased appropriation may exceed ~~the otherwise determined eighteen percent of the total amount expended for salaries of the participants, but such increased appropriation shall in no case exceed eighteen and one-half~~ percent of the total amount expended for ~~wages~~ salaries of the participants.

**City of El Paso Special Election for Charter Amendment**  
**Ballot Proposition L**

Should section 6.13-11D relating to the police and fire pension fund be amended to establish that the City of El Paso shall contribute to the El Paso Policemen and Firemen Pension Fund no less than eighteen percent of the total amount expended for wages of the participants, and any increase to the contribution rate shall be as allowed by state law ?

YES ( )

NO ( )

**SECTION 2 – BALLOTS**

The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" on the proposition, with the ballots to contain such provisions, markings and language as required by law, and with the proposition to be expressed substantially as set forth in section 1, above.

**SECTION 3 – EARLY VOTING CLERK**

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be received no later than the close of business on October 28, 2022, sent to this address.

**SECTION 4 – EARLY VOTING**

Early voting by personal appearance shall be conducted at the El Paso County Courthouse, located at 500 E. San Antonio, El Paso, Texas 79901. In addition, early voting may also occur at such early voting polling places as are designated herein or otherwise designated by the El Paso County Elections Administrator and posted at City Hall by the City Clerk. The locations and hours for early voting by personal appearance shall be authorized for such election as set forth in Exhibit “A,” which may be amended.

In addition, mobile voting stations may be authorized and used for early voting at publicly owned buildings in the City as established by the El Paso County Elections Administrator. The City Clerk is authorized to make corrections or revisions to the list of these mobile stations, including the respective hours for early voting by personal appearance at these stations. The City Clerk is further authorized to make corrections or revisions to the list of early voting stations as set forth above, including the respective hours for early voting by personal appearance at these stations, and revise and correct all election notices regarding the early voting locations and the mobile voting stations, and the dates and times for such voting.



For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with El Paso County.

## **SECTION 5 – NOTICE OF ELECTION**

The City Clerk shall give notice of such election by posting a notice of such election in English and Spanish in the Office of the City Clerk as provided by law and by publishing a copy of said notice in both English and Spanish in a newspaper in the City as required by law. Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice shall be published in a newspaper of general circulation in El Paso on the same day, in each of two consecutive weeks, with the first publication occurring on or before the 14th day before election day. The notice shall contain a substantial copy of the proposed amendment.

The City Clerk shall deliver notice of this election to the County Clerk and voter registrar of El Paso County no later than Monday, October 24, 2022, or as otherwise required by law.

## **SECTION 6 – ELECTION SERVICES CONTRACT AND PROCEDURAL MATTERS**

The City Manager is hereby authorized to execute the necessary contract(s) and agreements, joint or otherwise, with the El Paso County Elections Administrator, or any other public entity, for the purpose of having El Paso County furnish all or any portion of the election services and equipment needed by the City Clerk to conduct the election. The contract document and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and all other applicable statutes and laws.

The election services contract with the County shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures necessary to conduct the election.

Matters contained in this ordinance relating to discretionary, procedural matters may be amended by approval of the City Manager, and procedural matters not established by this ordinance will be established by resolution of City Council.

## **SECTION 7 – VOTING MACHINES AND ELECTION RESULTS**

Voting machines used for the conduct of the election, shall be procured, maintained, operated, sealed and the votes therefrom tabulated pursuant to procedures established and authorized by the laws of the State of Texas.

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by law.

## **SECTION 8 – OTHER ACTION AND COMPLIANCE WITH APPLICABLE LAWS**

The City Manager and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any additional action necessary to comply with provisions of the Texas Election Code or other state and federal statutes and constitutions in carrying out the conduct of the election, whether or not expressly authorized herein.

**SECTION 9 – SEVERABILITY**

That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

**SECTION 10 – EFFECTIVE DATE**

This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

APPROVED this \_\_\_\_ day of August, 2022.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

\_\_\_\_\_  
Kristen L. Hamilton-Karam  
Senior Assistant City Attorney



Legislation Text

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File #: 23-190, Version: 1

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**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 of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments listed in the petition received pursuant to Texas Local Government Code Section 9.004 to create Article IX (Climate Policy) Sections 9.1 (Climate Policy); 9.2 (Definitions); 9.3 (Climate Director); 9.4 (Climate Department); 9.5 (Climate Impact of City Decisions); 9.6 (Tracking Climate Emissions); 9.7 (Climate Jobs); 9.8 (Solar Energy); 9.9 (Renewable Energy Goals); 9.10 (Municipalization of El Paso Electric); 9.11 (Climate Disaster Mitigation, Preparedness and Response); 9.12 (Water Conservation); 9.13 (Elimination of Impediments to Renewable Energy); 9.14 (Climate Commission); 9.16 (Severability).

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

**DEPARTMENT:** City Clerk

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:** February 7, 2023

**CONTACT PERSON NAME AND PHONE NUMBER:** Laura D. Prine, (915) 212-0049

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

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

**SUBGOAL:** 6.8 – Support Transparent and Inclusive Government

**SUBJECT:**

An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments listed in the petition received pursuant to Texas Local Government Code Section 9.004 to create Article IX (Climate Policy) Sections 9.1 (Climate Policy); 9.2 (Definitions); 9.3 (Climate Director); 9.4 (Climate Department); 9.5 (Climate Impact of City Decisions); 9.6 (Tracking Climate Emissions); 9.7 (Climate Jobs); 9.8 (Solar Energy); 9.9 (Renewable Energy Goals); 9.10 (Municipalization of El Paso Electric); 9.11 (Climate Disaster Mitigation, Preparedness and Response); 9.12 (Water Conservation); 9.13 (Elimination of Impediments to Renewable Energy); 9.14 (Climate Commission); 9.16 (Severability).

**BACKGROUND / DISCUSSION:**

On July 25, 2022, the City Clerk's Office received the Climate Change Charter Amendment Petition submitted by Ground Game Texas to adopt a Climate Policy; the City Clerk's Office proceeded to verify the signatures and certified the petition on November 4, 2022. By state law, the petition must be placed, by ordinance, on an election ballot no later than November 2024.

**PRIOR COUNCIL ACTION:**

Last Ordinance ordering a Special Election to amend the charter was approved on July 10, 2018.

**AMOUNT AND SOURCE OF FUNDING:**

111-1000-11020-522030 Election Contracts

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** *Laura D. Prine*

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, ORDERING A SPECIAL ELECTION FOR THE SUBMISSION OF CHARTER AMENDMENTS LISTED IN THE PETITION RECEIVED PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 9.004 TO CREATE ARTICLE IX (CLIMATE POLICY) SECTIONS 9.1 (CLIMATE POLICY); 9.2 (DEFINITIONS); 9.3 (CLIMATE DIRECTOR); 9.4 (CLIMATE DEPARTMENT); 9.5 (CLIMATE IMPACT OF CITY DECISIONS); 9.6 (TRACKING CLIMATE EMISSIONS); 9.7 (CLIMATE JOBS); 9.8 (SOLAR ENERGY); 9.9 (RENEWABLE ENERGY GOALS); 9.10 (MUNICIPALIZATION OF EL PASO ELECTRIC); 9.11 (CLIMATE DISASTER MITIGATION, PREPAREDNESS AND RESPONSE); 9.12 (WATER CONSERVATION); 9.13 (ELIMINATION OF IMPEDIMENTS TO RENEWABLE ENERGY); 9.14 (CLIMATE COMMISSION); 9.16 (SEVERABILITY)**

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

**SECTION 1.** A special election shall be held May 6, 2023, for the purpose of submitting to the qualified voters of the City for their approval or disapproval of the proposed amendments to the Home Rule Charter of the City of El Paso, Texas, set forth herein, in addition to those proposed Charter amendments submitted by the City Council.

**SECTION 2.** The following measure amending the City Charter shall be submitted to the qualified voters of the City at the special election in the form of the corresponding proposition in accordance with Section 9.004 of the Texas Local Government Code and other applicable laws:

**Measure K**

**ARTICLE IX – CLIMATE POLICY**

**Section 9.1 CLIMATE POLICY**

It is the policy of the City of El Paso to use all available resources and authority to accomplish three goals of paramount importance: first, to reduce the City's contribution to climate change; second, to invest in an environmentally sustainable future; and third, to advance the cause of climate justice.

**Section 9.2 – DEFINITIONS**

- A.** Climate change: a phenomenon that includes both (1) the ongoing increase in the overall temperature of the earth's atmosphere, attributed to the greenhouse effect caused by increased levels of carbon dioxide, chlorofluorocarbons, and other pollutants; and (2) the side-effects of that temperature increase, including melting glaciers, heavier rainstorms, and more frequent drought.
- B.** Climate jobs: jobs that advance one or more of the City's policy objectives of (1) reducing the City's contribution to climate change, (2) investing in an environmentally sustainable future, and (3) advancing the cause of climate justice.
- C.** Climate justice; ensuring that historically underserved communities do not bear a disproportionate share of the negative impacts of climate change, while at the same time investing in those same communities as

part of the work to respond to climate change, mitigate its impacts, and build an environmentally sustainable society. For purposes of this analysis, “historically underserved communities” include Black, Indigenous, and people of color; people with disabilities; and people living at or below the poverty line.

- D.** Climate impact statement: a statement of how major City decisions impact the City’s climate policy. The statement is to be prepared by the Climate Department under the supervision of the Climate Director. The elements of the climate impact statement shall include, at a minimum, the following elements: (1) a statement of how the proposed action fulfills the three aims of the City’s climate policy; (2) an analysis of fossil fuel emissions and other climate change impacts of the proposed action; (3) a statement of any climate jobs that will be created by the proposed project; (4) a statement of whether the proposed action will negatively impact any historically underserved communities; and (5) a consideration of alternatives, if any, that would better advance the City’s climate policy.
- E.** Fossil fuel industry: the companies involved in the fossil fuel economy, including (a) companies that extract fossil fuel products including coal, oil, and natural gas from the earth; (b) companies that transport fossil fuel products; (c) companies that turn fossil fuel products into sellable products, including companies that operate refineries and other fossil fuel production facilities; (d) companies that convert fossil fuel energy into electricity by methods such as burning coal, oil, and natural gas; (e) companies that sell electricity generated by the burning of fossil fuel products; (f) companies that provide services to assist companies that conduct any of the activities described under (a), (b), (c), (d), or (e); and (g) companies that finance fossil fuel activities such as those described above. El Paso Electric shall be considered part of the fossil fuel industry for purposes of this climate policy.
- F.** Clean renewable energy: energy generated without burning carbon or releasing greenhouse gases. Includes renewable energy sources such as solar, wind, hydroelectric, and geothermal. Includes hydrogen energy that is produced by splitting water by electrolysis (“green” hydrogen) or hydrogen produced by solar-driven processes, but does not include hydrogen energy produced using natural gas (“blue” or “grey” hydrogen) or nuclear (“pink” hydrogen).

### **Section 9.3 - CLIMATE DIRECTOR**

#### **Section 9.3-1 — Appointment; Qualifications.**

The City Council, including the Mayor and District Representatives, shall appoint a Climate Director to serve as the lead City representative charged with fulfilling the Climate Policy. Such appointment shall occur at a publicly noticed meeting subject to the Texas Open Meetings Act. The City Council shall fix the Climate Director’s compensation.

The Climate Director shall be appointed on the basis of qualifications to fulfill the City’s climate mandates of (1) reducing the City’s contribution to climate change, (2) investing in an environmentally-sustainable future, and (3) advancing the cause of climate justice. No person shall be eligible for appointment as Climate Director if they have worked in the fossil fuel industry.

#### **Section 9.3-2 Disclosure of investments.**

Prior to taking action to appoint a Climate Director, the City shall request and publish a Personal Financial Statement Report from the candidate, to include all fields included in Form PFS-TEC of the Texas Ethics Commission and to cover both the current calendar year and the prior calendar year.

#### **Section 9.3-3 — Accountability; Removal.**

The Climate Director shall report directly to the City Council. The Director may be removed by resolution approved by the majority of the total membership of the City Council, with or without cause.



**Section 9.3-4 — Representative of the City of El Paso.**

Under the guidance and direction of the City Council and City Manager, the Climate Director shall serve as the City’s representative in local, state, and federal proceedings impacting the City of El Paso and its climate policy, including but not limited to proceedings under the Texas Commission on Environmental Quality, the Texas Public Utilities Commission, the Texas Railroad Commission, the New Mexico Public Regulatory Commission, the Environmental Protection Agency, the Army Corps of Engineers, the Department of Energy, and the Federal Energy Regulatory Commission.

**Section 9.4 - CLIMATE DEPARTMENT**

The City shall establish a Climate Department to be led by the Climate Director and provided with sufficient personnel and resources to carry out the Climate Policy and related duties and responsibilities herein described.

The Climate Director shall be the chief executive officer of the Climate Department.

**Section 9.5 - CLIMATE IMPACT OF CITY DECISIONS**

The Climate Director shall provide the City Council with a climate impact statement prior to any City Council vote affecting the City’s Climate Policy. Decisions that require a climate impact statement shall include, but not be limited to: adoption of the City budget and any amendments thereto; zoning decisions; right-of-way permits; new or expanded streets, road, highways, bridges and other significant infrastructure; capital improvement projects including proposed capital improvements put to the public in the form of bond issues; new subdivision approvals; and procurement decisions.

In addition, the City Manager shall collaborate with the Climate Director to prepare an annual climate impact statement for City activities, with specific analysis of the climate impact of each City department. The City Manager shall ensure that the Climate Director has access to City information on an ongoing basis to allow for ongoing monitoring and analysis of the City’s climate impact.

**Section 9.6 - TRACKING CLIMATE EMISSIONS**

The Climate Director shall prepare an annual report on climate impacts for the City of El Paso, to include all emissions generated within the City limits.

The Climate Director shall be authorized to collaborate with outside research institutions and consultants to develop and prepare the annual emissions report.

**Section 9.7 – CLIMATE JOBS**

**Section 9.7-1 — Annual goal for climate jobs.**

The City Manager shall collaborate with the Climate Director to create an annual goal for the creation of climate jobs, including specific goals for each City department. This goal shall be announced when the City Manager proposes the City’s annual budget.

**Section 9.7-2 — Preference for climate jobs when new funding becomes available.**

Whenever the City becomes eligible for new funding, including new funding due to tax increases, grants from the Texas government, grants from the United States government, grants from private entities, contracts, or other funding opportunities, the City Manager shall ensure that such funds are used to create climate jobs and associated training programs, whenever such jobs are consistent with funding requirements, City needs, and available resources.

**Section 9.7-3 — Transitioning current City employees to climate work.**

As part of the City Manager’s annual goal for climate jobs, pursuant to Section 9.7.1, the City Manager shall identify opportunities to transition current City employees into positions that would qualify as climate jobs. This requirement shall not be construed to encourage elimination of any existing City employee; rather, the City Manager shall identify opportunities to transition existing personnel into new positions, with equal or superior pay and benefits, that would advance the City’s climate policy.

**Section 9.7-4 — Preference for contractors who advance the City’s climate policy.**

The City Manager shall adopt and implement a policy, subject to City Council approval, that will provide a preference for contractors who are able to advance the City’s climate policy, so long as such contractors can provide services in a manner that is consistent with City needs and available resources.

**Section 9.8 – SOLAR ENERGY**

**Section 9.8-1 — Solar Power Generation Plan.**

The Climate Director shall create an annual Solar Power Generation Plan for the City of El Paso. This plan shall include a feasibility analysis to describe how the City can develop internal capacity to generate energy for the City through solar power.

**Section 9.8-2 — Rooftop solar power generation.**

The City Manager shall establish and maintain policies that encourage the development of rooftop solar power generation capacity within the City of El Paso. These policies shall encourage development of rooftop solar power generation using existing City facilities and require both new buildings and retrofitted buildings to include solar power generation capacity whenever feasible.

**Section 9.9 — RENEWABLE ENERGY GOALS**

The City of El Paso shall employ all available methods to require that energy used within the City is generated by clean renewable energy, with the goals of requiring (1) 80% clean renewable energy by 2030 and (2) 100% clean renewable energy by 2045.

Within one year of the adoption of this Climate Policy, the City Manager and Climate Director shall produce a plan for the City to achieve its renewable energy goals. In developing this plan, the City shall include consideration of public transportation, solar power generation at City facilities, and energy efficiency of City buildings.

The City Manager and Climate Director shall provide a joint, annual report to the City Council to chart progress toward these goals.

## **Section 9.10 — MUNICIPALIZATION OF EL PASO ELECTRIC**

The City of El Paso shall employ all available efforts to convert El Paso Electric to municipal ownership. In consultation with the Climate Director, the City Manager shall provide the City Council with an annual report to describe the feasibility of converting El Paso Electric into a municipal electric company, including any actions required to advance this objective.

## **Section 9.11 – CLIMATE DISASTER MITIGATION, PREPAREDNESS AND RESPONSE**

The City of El Paso shall undertake all necessary efforts to prepare city infrastructure to withstand extreme weather conditions and ensure uninterrupted provision of basic services and utilities to City residents.

In consultation with the Climate Director, the City Manager shall create an annual Climate Disaster Mitigation and Preparedness plan. This report shall include provisions to protect water quality and quantity, create a resilient electric grid, and protect residents during extreme weather events.

## **Section 9.12 - WATER CONSERVATION**

**Section 9.12-1** — Ban on using City water for fossil fuel industry activities outside of the city limits.

The City of El Paso shall not sell or transfer any water for purposes of fossil fuel industry activities outside of the city limits, or otherwise allow any City water to be used for such purposes, except as provided in Section 9.12-2.

**Section 9.12-2** — Cancellation of City contracts subject to the ban.

To the extent that any contracts to sell or transfer City water for fossil fuel industry activities outside of the city limits were enacted prior to adoption of this charter provision, the City Manager shall prepare a report to the City Council, within three months of the adoption of this charter amendment, identifying the relevant contracts and presenting all available methods for cancelling such contracts. To coincide with the presentation required by this section, the City Manager shall schedule a public vote by the City Council to consider cancellation of each applicable contract.

This section shall not be read to permit the City to extend or renew any existing contracts subject to this provision.

## **Section 9.13 - ELIMINATION OF IMPEDIMENTS TO RENEWABLE ENERGY**

The City shall not impose any fees, fines, or other financial or nonfinancial burdens that limit the purchase, use, or generation of renewable energy. Any such fees, fines, or other burdens in existence at the time this charter amendment takes effect are hereby null and void, including but not limited to interconnection fees.

## **Section 9.14 - CLIMATE COMMISSION**

**Section 9.14-1** — General.

The Climate Commission exists for the purposes of overseeing the implementation and fulfillment of the City's Climate Policy and related provisions of this article. The Commission shall establish its own procedures within the framework of this charter to carry out these functions.

**Section 9.14-2** — Functions and duties of the Climate Commission.

Special meetings shall be held as required for the proper discharge of the duties of the Commission, due notice having been given. Five members of the Commission will constitute a quorum. It shall be the duty of the

Commission to: (1) Recommend to the Council adoption of legislation and policy that will advance the City's Climate Policy and related charter provisions; and (2) Investigate matters concerning the City's implementation and fulfillment of the Climate Policy and related charter provisions.

**Section 9.14-3 — Appointment.**

The Commission shall consist of nine persons appointed by the Council. Each City Council member, including the Mayor, shall nominate one person to the Commission. Appointments shall be for three-year terms. All terms shall commence on February 1<sup>st</sup>.

As part of the appointment process, each City Council member who nominates a person for appointment shall provide a written statement in support of the nominee's qualifications to serve on the Commission.

If a Commissioner resigns their commission or otherwise ceases to serve on the Commission, the City Council member representing that district shall nominate a replacement in a manner consistent with this charter to complete the remainder of the replaced Commissioner's term.

**Section 9.14-4 — Qualifications.**

Commission members shall be members of the El Paso community who have specific expertise and experience that will help the City advance its Climate Policy, with a preference for residents who have been negatively impacted by climate change or who represent communities that have been negatively impacted by climate change. No person who worked in the fossil fuel industry shall be appointed to the Commission.

Members of the Commission must be residents of the City at the time of their appointment and remain a resident of the City throughout their term of office. Commission members must reside in the District represented by that City Council member who appointed them.

**Section 9.15-5 — Compensation.**

Members of the Commission shall serve without salary.

**Section 9.15-6 — Staff.**

The Climate Director shall be responsible for providing staff support to the Climate Commission.

**Section 9.15-5 — Organization.**

The Commission shall elect from its members a Chairman and a Vice-Chairman, each for a term of one year. The Chairman may not be re-elected for successive terms.

**Section 9.15-8 — Removal.**

Members of the Commission will not be removed from office except for incompetence or nonfeasance, misfeasance or malfeasance in office, such as neglect of duty or refusal to perform the duties imposed by this Charter. Action may be initiated in writing by any member of the Council or Commission. Any removal will require an affirmative vote of two-thirds of the Council.

**Section 9.16 – SEVERABILITY**

If any portion of this Article shall be deemed unlawful by a court of law, that portion shall be severed from the Charter and the rest shall continue in force.

### SECTION 3. PROPOSITION

That at such election, the amendment to the Charter of the City of El Paso ("Measure") shall be submitted to the qualified voters of the City and official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote for or against the proposed amendment, and with such proposition to be expressed substantially as follows:

#### **Proposition K**

Should the City Charter be amended, as proposed by a petition, to add Article IX to create a climate policy requiring the City to use all available resources and authority to accomplish three goals: to reduce the City's contribution to climate change, invest in an environmentally sustainable future, and advance the cause of climate justice; to require the City Council to employ a Climate Director, who shall be appointed and removed by City Council and report directly to City Council; to require the creation of a Climate Department to be directly overseen by the Climate Director; to require the creation of a nine member climate commission appointed by City Council, with recommending and investigative powers, for the purposes of overseeing the implementation and fulfillment of a City climate policy, with removal of individual members only for incompetence or nonfeasance, misfeasance or malfeasance in office; to require the creation of an annual goal for climate jobs and the adoption and implementation of a policy that will transfer current City employees to climate work and provide a preference for contractors who are able to advance the City's climate policy; to require the creation of an annual Solar Power Generation Plan for the City of El Paso and to require the City Manager to establish and maintain policies that encourage the development of rooftop solar power generation capacity within the City of El Paso using existing City facilities and require both new buildings and retrofitted buildings to include solar power generation capacity; to require the employment of all available methods so that all energy used within the City is generated by clean renewable energy, with the goals of requiring (1) 80% clean renewable energy by 2030 and (2) 100% clean renewable energy by 2045; to require the City of El Paso to employ all available efforts to convert El Paso Electric to municipal ownership; to require the City of El Paso to undertake all necessary efforts to prepare City infrastructure to withstand extreme weather conditions and ensure uninterrupted provision of basic services and utilities to City residents; to require the City of El Paso to ban the use of City water for fossil fuel industry activities, defined to include El Paso Electric, outside of the city limits and prohibit the City of El Paso from selling or transferring any water for purposes of fossil fuel industry activities outside of the city limits, or otherwise allow any City water to be used for such purposes; to prohibit the City of El Paso from imposing any fees, fines, or other financial or nonfinancial burdens that limit the purchase, use, or generation of renewable energy and nullifying any such fees, fines, or other burdens in existence at the time the charter amendment takes effect.

### SECTION 4 – BALLOTS

The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" on the proposition, with the ballots to contain such provisions, markings and language as required by law, and with the proposition to be expressed substantially as set forth in section 3, above.

### SECTION 5 – EARLY VOTING CLERK

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be **received** no later than the close of business on April 25, 2023, sent to this address.

## SECTION 6 – EARLY VOTING

Early voting by personal appearance shall be conducted at the El Paso County Courthouse, located at 500 E. San Antonio, El Paso, Texas 79901. In addition, early voting may also occur at such early voting polling places as are designated herein or otherwise designated by the El Paso County Elections Administrator and posted at City Hall by the City Clerk. The locations and hours for early voting by personal appearance shall be authorized for such election as set forth in Exhibit “A,” which may be amended.

In addition, mobile voting stations may be authorized and used for early voting at publicly owned buildings in the City as established by the El Paso County Elections Administrator. The City Clerk is authorized to make corrections or revisions to the list of these mobile stations, including the respective hours for early voting by personal appearance at these stations. The City Clerk is further authorized to make corrections or revisions to the list of early voting stations as set forth above, including the respective hours for early voting by personal appearance at these stations, and revise and correct all election notices regarding the early voting locations and the mobile voting stations, and the dates and times for such voting.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with El Paso County.

## SECTION 7 – NOTICE OF ELECTION

The City Clerk shall give notice of such election by posting a notice of such election in English and Spanish in the Office of the City Clerk as provided by law and by publishing a copy of said notice in both English and Spanish in a newspaper in the City as required by law. Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice shall be published in a newspaper of general circulation in El Paso on the same day, in each of two consecutive weeks, with the first publication occurring on or before the 14th day before election day. The notice shall contain a substantial copy of the proposed amendment.

The City Clerk shall deliver notice of this election to the County Clerk and voter registrar of El Paso County no later than Tuesday, March 7, 2023, or as otherwise required by law.

## SECTION 8 – VOTING MACHINES AND ELECTION RESULTS

Voting machines used for the conduct of the election, shall be procured, maintained, operated, sealed and the votes therefrom tabulated pursuant to procedures established and authorized by the laws of the State of Texas.

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by law.

## SECTION 9 – OTHER ACTION AND COMPLIANCE WITH APPLICABLE LAWS

The City Manager and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any additional action necessary to comply with provisions of the Texas Election Code or other state and federal statutes and constitutions in carrying out the conduct of the election, whether or not expressly authorized herein.



SECTION 10 – SEVERABILITY

That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 11 – EFFECTIVE DATE

This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

PASSED AND APPROVED this \_\_\_\_\_ day of February, 2023.

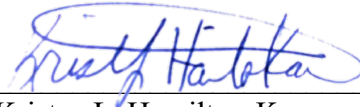
CITY OF EL PASO

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

  
\_\_\_\_\_  
Kristen L. Hamilton-Karam  
Senior Assistant City Attorney

# EXHIBIT A

## May 2023 Uniform Election

#govoteep



**EARLY VOTING PERIOD: April 24 - May 2**

### EARLY VOTING LOCATIONS

(Main Early Voting Location)		Monday, Apr. 24 - Friday, Apr. 28	8am - 5pm
1. <a href="#">Enrique Moreno County Courthouse</a>	<a href="#">500 E. San Antonio Ave. 79901</a>	Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
Third Floor, Back Lobby		Monday, May 1 - Tuesday, May 2	8am - 5pm
2. <a href="#">Bassett Place</a>	<a href="#">6101 Gateway West 79925</a>	Monday, Apr. 24 - Friday, Apr. 28	10am - 7pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	10am - 7pm
3. <a href="#">Bowling Family YMCA</a>	<a href="#">5509 Will Ruth Ave. 79924</a>	Monday, Apr. 24 - Friday, Apr. 28	9am - 6pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	9am - 6pm
4. <a href="#">Canutillo ISD Administration Facility</a>	<a href="#">7965 Artcraft Rd. 79932</a>	Monday, Apr. 24 - Friday, Apr. 28	8am - 5pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	8am - 5pm
5. <a href="#">Chayo Apodaca Community Center</a>	<a href="#">341 N. Moon Rd. 79927</a>	Monday, Apr. 24 - Friday, Apr. 28	9am - 6pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	9am - 6pm
6. <a href="#">Clint ISD Early College Academy</a>	<a href="#">13100 Alameda Ave. 79836</a>	Monday, Apr. 24 - Friday, Apr. 28	8am - 5pm
T.B.A.		Saturday, Apr. 29 - Sunday, Apr.30	12pm - 5pm
		Monday, May 1 - Tuesday, May 2	8am - 5pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit [epcountyvotes.com](http://epcountyvotes.com) or call (915) 546-2154.

# EXHIBIT A

## EARLY VOTING PERIOD: April 24 - May 2

### EARLY VOTING LOCATIONS

7. <u>Commissioner's Corner</u> T.B.A.	<u>10700 Montana Ave. 79936</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
8. <u>Eastlake High School</u> T.B.A.	<u>13000 Emeral Pass Ave. 79928</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
9. <u>El Paso County Coliseum</u> T.B.A.	<u>4100 E. Paisano Dr. 79905</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
10. <u>El Paso County Eastside Annex</u> T.B.A.	<u>2350 George Dieter Dr. 79936</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 6pm 12pm - 5pm 8am - 6pm
11. <u>El Paso County Northwest Annex</u> T.B.A.	<u>435 Vinton Rd. 79821</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 6pm 12pm - 5pm 8am - 6pm
12. <u>El Paso County Self-Help Center</u> T.B.A.	<u>15371 Kentwood Ave. 79928</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
13. <u>EPCC Administrative Services Center</u> T.B.A.	<u>9050 Viscount Blvd. 79925</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
14. <u>Esperanza Acosta Moreno Library</u> T.B.A.	<u>12480 Pebble Hills Blvd, 79938</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm

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# EXHIBIT A

**EARLY VOTING PERIOD: April 24 - May 2**

## EARLY VOTING LOCATIONS

<b>15. <u>Gary Del Palacio Recreation Center</u></b> T.B.A.	<u><a href="#">3001 Parkwood St. 79925</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
<b>16. <u>Gonzalez Place</u></b> T.B.A.	<u><a href="#">4101 Rich Beem Blvd. 79938</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
<b>17. <u>Marty Robbins Recreation Center</u></b> T.B.A.	<u><a href="#">11620 Vista Del Sol Dr. 79936</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
<b>18. <u>Medano Heights</u></b> T.B.A.	<u><a href="#">7801 Medano Dr. 79912</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm
<b>19. <u>Mountain View-Rae Gilmore Recreation Center</u></b> T.B.A.	<u><a href="#">8501 Diana Dr. 79904</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 6pm
<b>20. <u>Nations Tobin Sports Center</u></b> T.B.A.	<u><a href="#">8831 Railroad Dr. 79904</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
<b>21. <u>Officer David Ortiz Recreation Center</u></b> T.B.A.	<u><a href="#">563 N. Carolina Dr. 79915</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
<b>22. <u>Oz Glaze Senior Center</u></b> T.B.A.	<u><a href="#">13969 Veny Webb St. 79928</a></u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	10am - 7pm 12pm - 5pm 10am - 7pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit [epcountylvotes.com](http://epcountylvotes.com) or call (915) 546-2154.

# EXHIBIT A

## EARLY VOTING PERIOD: April 24 - May 2

### EARLY VOTING LOCATIONS

23. <u>Pebble Hills High School</u> T.B.A.	<u>14400 Pebble Hills Blvd. 79938</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
24. <u>Rogelio Sanchez Center</u> T.B.A.	<u>1331 N. Fabens St. 79838</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
25. <u>San Elizario Fire Rescue</u> T.B.A.	<u>1415 San Antonio St. 79849</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
26. <u>South El Paso Senior Community Center</u> T.B.A.	<u>600 S. Ochoa St. 79901</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
27. <u>Sunland Park Mall</u> T.B.A.	<u>750 Sunland Park Dr. 79912</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
28. <u>UTEP - Union Building East</u> T.B.A.	<u>351 W. University Ave. 79968</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
29. <u>Wellington Chew Senior Center</u> T.B.A.	<u>4430 Maxwell Ave. 79904</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm
30. <u>W.E. Neill Community Center</u> T.B.A.	<u>19210 Cobb Ave. 79853</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 5pm 12pm - 5pm 8am - 5pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit [epcountyvotes.com](http://epcountyvotes.com) or call (915) 546-2154.

# EXHIBIT A

**EARLY VOTING PERIOD:** April 24 - May 2

## EARLY VOTING LOCATIONS

31. <u>Ysleta Community Learning Center</u> T.B.A.	<u>121 Padres Dr. 79907</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	9am - 6pm 12pm - 5pm 9am - 6pm
32. <u>YWCA - West</u> T.B.A.	<u>313 Bartlett Dr. 79912</u>	Monday, Apr. 24 - Friday, Apr. 28 Saturday, Apr. 29 - Sunday, Apr.30 Monday, May 1 - Tuesday, May 2	8am - 6pm 12pm - 5pm 8am - 6pm

Note: Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit [epcountyvotes.com](http://epcountyvotes.com) or call (915) 546-2154.



# May 2023 Uniform Election

## *Elección Uniforme de Mayo de 2023*



**Election Day: Saturday, May 6, 2023**

***Día de Elección: Sábado, 6 de Mayo de 2023***

**7:00 a.m. - 7:00 p.m.**

**You can now vote at any Vote Center on Election Day.**

**Ahora puede votar en cualquier Centro de Votación el Día de la Elección.**

<b>Vote Center</b>	<b>Address</b>
<b>Centro de Votación</b>	<b>Dirección</b>
<a href="#">Anthony Town Hall</a>	<a href="#">401 Wildcat Dr. 79821</a>
<a href="#">El Paso County Northwest Annex</a>	<a href="#">435 E. Vinton Rd. 79821</a>
<a href="#">Canutillo Middle School</a>	<a href="#">7311 Bosque Rd. 79835</a>
<a href="#">Canutillo Elementary School</a>	<a href="#">651 Canutillo Ave. 79835</a>
<a href="#">Clint ISD Early College Academy</a>	<a href="#">13100 Alameda Ave. 79836</a>
<a href="#">Rio Valle Woman's Club</a>	<a href="#">521 Mike Maros St. 79838</a>
<a href="#">San Elizario Fire Rescue</a>	<a href="#">1415 San Antonio St. 79849</a>
<a href="#">W.E. Neill Community Center</a>	<a href="#">19210 Cobb Ave. 79853</a>
<a href="#">Enrique Moreno County Courthouse</a>	<a href="#">500 E. San Antonio Ave. 79901</a>
<a href="#">South El Paso Senior Citizens Center</a>	<a href="#">600 S. Ochoa St. 79901</a>
<a href="#">El Paso Community College-Rio Grande Campus</a>	<a href="#">906 El Paso St. 79902</a>
<a href="#">Fire Station #3</a>	<a href="#">721 E. Rio Grande Ave. 79902</a>
<a href="#">Lamar Elementary School</a>	<a href="#">1440 E. Cliff Dr. 79902</a>
<a href="#">Mesita Elementary School</a>	<a href="#">3307 N. Stanton St. 79902</a>
<a href="#">El Paso Tennis Club</a>	<a href="#">2510 N. St. Vrain St. 79902</a>
<a href="#">UTEP - Union Building East</a>	<a href="#">351 W. University Ave. 79968</a>
<a href="#">Fire Station #7</a>	<a href="#">3200 Pershing Dr. 79903</a>

<b>Vote Center</b> Centro de Votación	<b>Address</b> Dirección
<a href="#">Cross of Grace Church</a>	<a href="#">4700 Leeds Ave. 79903</a>
<a href="#">Safety and Health Outreach Center</a>	<a href="#">5415 Trowbridge Dr. 79903</a>
<a href="#">Magoffin Middle School</a>	<a href="#">4931 Hercules Ave. 79904</a>
<a href="#">Nations Tobin Sports Center</a>	<a href="#">8831 Railroad Dr. 79904</a>
<a href="#">Logan Elementary School</a>	<a href="#">3200 Ellerthorpe Ave. 79904</a>
<a href="#">Park Elementary School</a>	<a href="#">3601 Edgar Park Ave. 79904</a>
<a href="#">Fire Station #16</a>	<a href="#">3828 Hercules Ave. 79904</a>
<a href="#">Bowie High School</a>	<a href="#">801 S. San Marcial St. 79905</a>
<a href="#">El Paso County Coliseum</a>	<a href="#">4100 E. Paisano Dr. 79905</a>
<a href="#">Hawkins Elementary School</a>	<a href="#">5816 Stephenson Ave. 79905</a>
<a href="#">Dr. Josefina Villamil Tinajero Pk-8 School</a>	<a href="#">301 Lisbon St. 79905</a>
<b>**Formerly Henderson School</b>	
<a href="#">El Paso County Ascarate Annex</a>	<a href="#">301 Manny Martinez Dr. 79905</a>
<a href="#">Loma Terrace Elementary School</a>	<a href="#">8200 Ryland Dr. 79907</a>
<a href="#">YWCA-Lower Valley</a>	<a href="#">115 Davis Dr. 79907</a>
<a href="#">Ysleta Community Learning Center</a>	<a href="#">121 Padres Dr. 79907</a>
<a href="#">Lancaster Elementary School</a>	<a href="#">9230 Elgin Dr. 79907</a>
<a href="#">Alicia R. Chacon International School</a>	<a href="#">920 Burgundy Dr. 79907</a>
<b>**Formerly LeBarron Park Elementary School</b>	
<a href="#">Congressman Silvestre &amp; Carolina Reyes School</a>	<a href="#">7440 Northern Pass Dr. 79911</a>
<a href="#">Sunland Park Mall</a>	<a href="#">750 Sunland Park Dr. 79912</a>
<a href="#">Brown Middle School</a>	<a href="#">7820 Helen of Troy Dr. 79912</a>
<a href="#">Medano Heights</a>	<a href="#">7801 Medano Dr. 79912</a>
<a href="#">Tippin Elementary School</a>	<a href="#">6541 Bear Ridge Dr. 79912</a>
<a href="#">Fire Station #27</a>	<a href="#">6767 Ojo De Agua Dr. 79912</a>
<a href="#">Rosa Guerrero Elementary School</a>	<a href="#">7530 Lakehurst Rd. 79912</a>
<a href="#">YWCA - West</a>	<a href="#">313 Bartlett Dr. 79912</a>
<a href="#">Carlos Rivera Elementary School</a>	<a href="#">6445 Escondido Dr. 79912</a>
<a href="#">Western Hills U.M.C.-Stewart Family Life Center A</a>	<a href="#">524 Thunderbird Dr. 79912</a>
<a href="#">Dr. Green Elementary School</a>	<a href="#">5430 Buckley Dr. 79912</a>
<a href="#">Putnam Elementary School</a>	<a href="#">6508 Fiesta Dr. 79912</a>
<a href="#">Polk Elementary School</a>	<a href="#">940 Belvidere St. 79912</a>

<b>Vote Center</b> Centro de Votación	<b>Address</b> Dirección
<a href="#">El Paso Community College-Valle Verde</a>	<a href="#">919 Hunter Dr. 79915</a>
<a href="#">Del Norte Heights Elementary School</a>	<a href="#">1800 Winslow Rd. 79915</a>
<a href="#">Ramona Elementary School</a>	<a href="#">351 Nichols Rd. 79915</a>
<a href="#">Riverside High School</a>	<a href="#">301 Midway Dr. 79915</a>
<a href="#">Ysleta Pre-K Center</a>	<a href="#">7940 Craddock Ave. 79915</a>
<a href="#">Bel Air Middle School</a>	<a href="#">7909 Ranchland Dr. 79915</a>
<a href="#">Officer David Ortiz Recreation Center</a>	<a href="#">563 N. Carolina Dr. 79915</a>
<a href="#">Transition To Life Career Center</a>	<a href="#">7988 Alameda Ave. 79915</a>
<a href="#">Fire Station #15</a>	<a href="#">115 Shorty Ln. 79922</a>
<a href="#">Zach White Elementary School</a>	<a href="#">4256 Roxbury Dr. 79922</a>
<a href="#">Desertaire Elementary School</a>	<a href="#">6301 Tiger Eye Dr. 79924</a>
<a href="#">Bowling Family YMCA</a>	<a href="#">5509 Will Ruth Ave. 79924</a>
<a href="#">Dr. Joseph E. Torres Elementary School</a>	<a href="#">10700 Rushing Rd. 79924</a>
<b>**Formerly Bradley Elementary School</b>	
<a href="#">H.E. Charles Middle School</a>	<a href="#">4909 Trojan Dr. 79924</a>
<a href="#">Newman Elementary School</a>	<a href="#">10275 Alcan St. 79924</a>
<a href="#">Parkland High School</a>	<a href="#">5932 Quail Ave. 79924</a>
<a href="#">Whitaker Elementary School</a>	<a href="#">4700 Rutherford Dr. 79924</a>
<a href="#">Coach Archie Duran Elementary School</a>	<a href="#">5249 Bastille Ave. 79924</a>
<b>**Formerly Dowell Elementary School</b>	
<a href="#">Fire Station #20</a>	<a href="#">8301 Edgemere Blvd. 79925</a>
<a href="#">Cielo Vista Elementary School</a>	<a href="#">9000 Basil Ct. 79925</a>
<a href="#">Edgemere Elementary School</a>	<a href="#">10300 Edgemere Blvd. 79925</a>
<a href="#">Eastwood High School</a>	<a href="#">2430 McRae Blvd. 79925</a>
<a href="#">YISD Central Office</a>	<a href="#">9600 Sims Dr. 79925</a>
<a href="#">Eastwood Heights Elementary School</a>	<a href="#">10530 Janway Dr. 79925</a>
<a href="#">Gary Del Palacio Recreation Center</a>	<a href="#">3001 Parkwood St. 79925</a>
<a href="#">Ross Middle School</a>	<a href="#">6101 Hughey Cir. 79925</a>
<a href="#">Bassett Place</a>	<a href="#">6101 Gateway West 79925</a>
<a href="#">Western Technical College</a>	<a href="#">9624 Plaza Cir. 79927</a>
<a href="#">El Paso Community College-Mission Del Paso</a>	<a href="#">10700 Gateway Blvd E. 79927</a>
<a href="#">H.D. Hilley Elementary School</a>	<a href="#">693 N. Rio. Vista Rd. 79927</a>

<b>Vote Center</b> Centro de Votación	<b>Address</b> Dirección
<a href="#">Chayo Apodaca Community Center</a>	<a href="#">341 N. Moon Rd. 79927</a>
<a href="#">Robert R. Rojas Elementary School</a>	<a href="#">500 Bauman Rd. 79927</a>
<a href="#">Escontrias Elementary School</a>	<a href="#">205 Buford Rd. 79927</a>
<a href="#">Campestre Elementary School</a>	<a href="#">11399 Socorro Rd. 79927</a>
<a href="#">KEYS Academy</a>	<a href="#">12380 Pine Springs Dr. 79928</a>
<a href="#">Desert Hills Elementary School</a>	<a href="#">300 N. Kenazo Dr. 79928</a>
<a href="#">Desert Wind K-8 School</a>	<a href="#">1100 Colina De Paz Dr. 79928</a>
<a href="#">Horizon Heights Elementary School</a>	<a href="#">13601 Ryderwood Ave. 79928</a>
<a href="#">Dr. Sue A Shook Elementary School</a>	<a href="#">13777 Paseo Del Este Blvd. 79928</a>
<a href="#">Eastlake High School</a>	<a href="#">13000 Emerald Pass Ave. 79928</a>
<a href="#">El Paso Self-Help Center</a>	<a href="#">15371 Kentwood Ave. 79928</a>
<a href="#">Carroll T. Welch Elementary School</a>	<a href="#">14510 Mc Mahon Ave. 79928</a>
<a href="#">Center for Career and Technology Education</a>	<a href="#">1170 N. Walnut St. 79930</a>
<a href="#">Travis Elementary School</a>	<a href="#">5000 N. Stevens St. 79930</a>
<a href="#">Paul C. Moreno Elementary School</a>	<a href="#">2300 San Diego Ave. 79930</a>
<a href="#">Memorial Park Senior Citizen Center</a>	<a href="#">1800 Byron St. 79930</a>
<a href="#">Austin High School</a>	<a href="#">3500 Memphis Ave. 79930</a>
<a href="#">Fire Station #2</a>	<a href="#">111 E. Borderland Rd. 79932</a>
<a href="#">Community Connections Center</a>	<a href="#">5300 Warriors Dr. 79932</a>
<a href="#">Dr. Nixon Elementary School</a>	<a href="#">11141 Loma Roja Dr. 79934</a>
<a href="#">Fred &amp; Maria Loya Family YMCA</a>	<a href="#">2044 Trawood Dr. 79935</a>
<a href="#">Pebble Hills Elementary School</a>	<a href="#">11145 Edgemere Blvd. 79936</a>
<a href="#">El Paso County Eastside Annex</a>	<a href="#">2350 George Dieter Dr. 79936</a>
<a href="#">Hanks High School</a>	<a href="#">2001 Lee Trevino Dr. 79936</a>
<a href="#">Tierra Del Sol Elementary School</a>	<a href="#">1832 Tommy Aaron Dr. 79936</a>
<a href="#">Hanks Middle School</a>	<a href="#">11201 Pebble Hills Blvd. 79936</a>
<b>**Indian Ridge Middle School</b>	
<a href="#">ESC Region 19 Head Start Multipurpose Center</a>	<a href="#">11670 Chito Samaniego Dr. 79936</a>
<a href="#">Jane Hambric K-8 School</a>	<a href="#">3535 Nolan Richardson Dr. 79936</a>
<a href="#">Bill Sybert K-8 School</a>	<a href="#">11530 Edgemere Blvd. 79936</a>
<a href="#">Benito Martinez Elementary School</a>	<a href="#">2640 Robert Wynn St. 79936</a>
<a href="#">Helen Ball Elementary School</a>	<a href="#">1950 Firehouse Dr. 79936</a>

<b>Vote Center</b> Centro de Votación	<b>Address</b> Dirección
<a href="#">O'Shea Keleher Elementary School</a>	<a href="#">1800 Leroy Bonse Dr. 79936</a>
<a href="#">Marty Robbins Recreation Center</a>	<a href="#">11620 Vista Del Sol Dr. 79936</a>
<a href="#">Sierra Vista Elementary School</a>	<a href="#">1501 Bob Hope Dr. 79936</a>
<a href="#">Hurshel Antwine Elementary School</a>	<a href="#">3830 Rich Beem Blvd. 79938</a>
<a href="#">Esperanza Acosta Moreno Library</a>	<a href="#">12480 Pebble Hills Blvd. 79938</a>
<a href="#">Lujan-Chavez Elementary School</a>	<a href="#">2200 Sun Country Dr. 79938</a>
<a href="#">Pebble Hills High School</a>	<a href="#">14400 Pebble Hills Blvd. 79938</a>
<a href="#">Red Sands Elementary School</a>	<a href="#">4250 O'Shea Rd. 79938</a>
<a href="#">Montana Vista Elementary School</a>	<a href="#">3550 Mark Jason Dr. 79938</a>

Note: Vote Centers are subject to change at any time. Click on an address for directions via Google Maps or click on a location name to view a picture to that specific site. For more election information visit [epcountylvotes.com](http://epcountylvotes.com) or call **(915) 546-2154**.

*Nota: Centros de Votación están sujetos a cambio en cualquier momento. Para ver mapa del lugar, presione en la dirección del Lugar de Votación de su preferencia via Google Maps o para ver una imagen del lugar, presione en el nombre del Centro de Votación de su preferencia. Para más información visite [es.epcountylvotes.com](http://es.epcountylvotes.com) o llame al **(915) 546-2154**.*



Legislation Text

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**File #: 23-143, Version: 2**

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**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 an Agreement for Professional Services by and between the CITY OF EL PASO and HNTB Corporation, a Missouri corporation authorized to do business in Texas, for a project known as "Design for Intelligent Transportation System (ITS) Infrastructure at Zaragoza and Bridge of the Americas (BOTA) International Ports of Entry (POE)" for an amount not to exceed \$1,934,517.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursable 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 \$2,034,517.00; 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.



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

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:**

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Yvette Hernandez, P.E. City Engineer  
(915) 212-1860

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

**STRATEGIC GOAL:** 1.0 Cultivate an Environment Conducive to Strong Economic Development

**SUBGOAL:** 1.5 Stimulate economic growth through transit and bridge integration

**SUBJECT:**

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and HNTB Corporation, a Missouri corporation authorized to do business in Texas, for a project known as "Design for Intelligent Transportation System (ITS) Infrastructure at Zaragoza and Bridge of the Americas (BOTA) International Ports of Entry (POE)" for an amount not to exceed \$1,934,517.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursable 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 \$2,034,517.00; 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.

**BACKGROUND / DISCUSSION:**

This professional services agreement is to provide engineering design, planning, NEPA environmental clearance, and bidding and construction support for ITS improvements to improve traffic operations and expedite trade, through the implementation of the ITS recommendations of the El Paso Intelligent Transportation System Ports of Entry Concept of Operations.

**SELECTION SUMMARY:** Solicited in accordance with the Capital Improvement Department policy for procuring professional services. There were three (3) offerors all having local offices. The firm selected was determined to be the most qualified firm to provide the services.

**CONTRACT VARIANCE:** - N/A

**PROTEST:** - N/A

**PRIOR COUNCIL ACTION:** N/A

**AMOUNT AND SOURCE OF FUNDING:** \$1,934,517.00 TxDOT/FHWA Funding

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Capital Improvement Department

**SECONDARY DEPARTMENT:** International Bridges

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Assistant Director Capital Improvement

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*Jerry DeMuro/for*

Yvette Hernandez, P.E. City Engineer

## RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and HNTB Corporation, a Missouri corporation authorized to do business in Texas, for a project known as “Design for Intelligent Transportation System (ITS) Infrastructure at Zaragoza and Bridge of the Americas (BOTA) International Ports Of Entry (POE)” for an amount not to exceed **\$1,934,517.00**; 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 \$2,034,517.00; 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.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

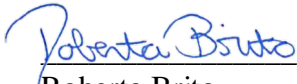
### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser, Mayor

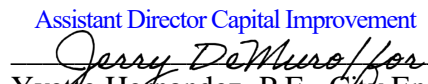
### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

### APPROVED AS TO CONTENT:

Assistant Director Capital Improvement  
  
\_\_\_\_\_  
Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department

# CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0599 Design for ITS Infra at Zaragoza and BOTA		
	AECOM	HNTB Corporation	Walter P Moore
Rater 1	88	89	87
Rater 2	59	66	54
Rater 3	74	80	73
Rater 4	55	77	49
Rater 5	89	85	84
<b>Total Raters Score</b>	365	397	347
References	9	7	9
<b>OVERALL SCORE</b>	374	404	356

#1	HNTB	404
#2	AECOM	374
#3	Walter P Moore	356

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This 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 “**Owner**”, and HNTB Corporation, a Missouri corporation authorized to do business in Texas, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “Design for Intelligent Transportation System (ITS) Infrastructure at Zaragoza and Bridge of the Americas (BOTA) International Ports of Entry (POE)”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

**WHEREAS**, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.  
ATTACHMENTS**

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

**2.2** The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

**2.3** The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

**2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner-provided information.

**2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **\$1,934,517.00** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

**3.2 CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.



**3.3 CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

**3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

**3.3.2** The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

**3.4 PROJECT CONSTRUCTION BUDGET AND TIME.** The Consultant acknowledges that the total project budget for the Project is \$14,000,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above-budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the

requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

**4.3 TERMINATION.** This Agreement may be terminated as provided herein.

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees

that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

#### **4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.**

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

### **ARTICLE V. INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS’ COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**  
\$1,000,000.00 Per Occurrence  
\$1,000,000.00 Products/Completed Operations  
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**  
**Combined Single Limit**  
\$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claim made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

**5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.**

To the extent allowed by state law, the Owner will be responsible for its own actions.

## **ARTICLE VI. FEDERAL AND STATE PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including,

but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **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 prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso, the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

#### **7.6 CONTRACTING INFORMATION**

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

**7.7 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.8 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.9 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.10 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.11 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.12 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to:                      The City of El Paso  
   Attn: City Engineer  
   P. O. Box 1890  
   El Paso, Texas 79950-1890

To the Consultant:                      HNTB Corporation  
   Attn: A. Scott Haywood  
   303 N. Oregon Street, Suite 820  
   El Paso, Texas 79901-

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.13 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**7.14 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

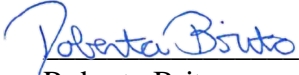
**7.15 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

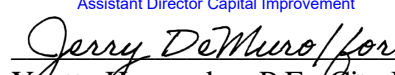
**CITY OF EL PASO:**

\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

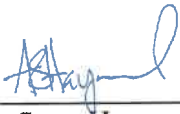
\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

*(Signatures begin on following page)*

**CONSULTANT:**

By:   
Name: A. Scott Haywood  
Title: Vice President

**ACKNOWLEDGEMENT**

THE STATE OF Texas §  
§  
COUNTY OF Travis §

This instrument was acknowledged before me on this 19<sup>th</sup> day of January, 2023,  
by HNTB Corporation, on behalf of Consultant.



  
Notary Public, State of Texas

My commission expires:

October 27, 2026



**ATTACHMENT “A”  
SCOPE OF SERVICES**

## EXHIBIT A – SCOPE OF SERVICES

TITLE: Design for Intelligent Transportation System (ITS) infrastructure at Zaragoza and Bridge of the Americas (BOTA) International Ports of Entry (POE)

LIMITS: At BOTA POE and Zaragoza POE

CONSTRUCTION BUDGET: \$14 Million

DESCRIPTION OF WORK:

Provide engineering design, planning, NEPA environmental clearance and bidding and construction support for ITS improvements at the Bridge of the Americas (BOTA) and Zaragoza Ports of Entry (POE), to improve traffic operations and expedite trade, to obligate the allocated funds and comply with TxDOT/FHWA funding requirements. Implement some of the ITS recommendations of the El Paso ITS POE Concept of Operations (ConOps) to improve traffic operations at BOTA POE, Zaragoza POE, Rio del Norte Dr., Winn Rd., Pan American Dr., and intersections on Loop 375 Americas North and South. Conduct discussions for the City to achieve interoperability with region's existing traffic management systems and Border Crossing Information System (BCIS). Coordinate with existing projects on these roadways underway by other agencies including the City, Customs and Border Protection (CBP), General Services Administration (GSA), Department of Public Safety (DPS) and Regional Mobility Authority and TxDOT.

The Consultant shall develop plans, specifications, and estimates for the construction of ITS infrastructure and technologies specified in the El Paso ITS POE ConOps, including fiber optic communication systems, closed circuit televisions (CCTV) surveillance system, dynamic message signs (DMS), lane management systems (LMS), data collection systems such as radio frequency identification (RFID) readers and light detection and ranging in (LiDAR) readers, Wireless Fidelity (WiFi) or Bluetooth travel time detector systems, electrical service systems, conduit systems along approach roads to the BOTA and Zaragoza POE, traffic signals, high-level system requirements, assistance with system integration, and roadway improvements for the northbound (NB) cargo lanes at BOTA POE. The following are devices and geometric elements to be proposed as part of this design:

- LMS at 2 locations (6 LMS signs at BOTA POE on a single Monotube Span (MS) and 7 LMS signs at Zaragoza POE on a signage MS)
- DMS on structures at 8 locations (at Zaragoza POE)
- CCTV on high mast poles, ITS poles, or MS at 22 locations (6 CCTV at BOTA POE and 16 CCTV at Zaragoza POE)
- LiDAR, WiFi and Bluetooth detectors at 40 locations (24 detectors at BOTA POE and 16 detectors at Zaragoza POE)
- RFID readers at 20 locations (15 readers at BOTA POE and 5 readers at Zaragoza POE)
- Fiber Communications System (at BOTA and Zaragoza POEs) connecting to nearest TransVista hub cabinet

- Traffic signals, interconnect and curb ramps at 3 locations (Pan American Dr. at Winn Rd., Pan American Dr. at Plaza Cir., and Pan American Dr. at Oro Verde Rd.), with advanced traffic controllers with data collection capabilities
- Roadway improvements design for NB right-turn (at BOTA cargo site) including traffic control plans, demolition, roadway widening improvements, retaining wall modifications, and signing and striping

## GENERAL SCOPE:

### 1.0 SERVICES REQUIRED:

#### 1.1 Project Management (Lump Sum Services)

The Project Management services described below shall be Lump Sum Services and only during the PS&E phase of the project. The Project Management services during Bidding and Construction shall be Hourly Billing Rate Services and described in Section 1.2.

Consultant shall:

- A. Organize and lead up to one (1) kickoff virtual meeting with City (includes 2 local staff and 2 out-of-town staff).
- B. Prepare monthly project reports to accompany invoices for payment (up to 5 months).
- C. Prepare and submit invoices after each design phase (Pre-Design, 30%, 60%, 95%, and 100%), in format described by the City at the kickoff meeting (up to 5 invoices).
- D. Meet with City project manager, Bridges Department, Texas A&M Transportation Institute (TTI) and TxDOT on a bi-weekly basis during the PS&E for progress tracking purposes unless prior agreement is made with the City not to hold a meeting in any given week. The Consultant shall submit minutes of the meeting summarizing the events of the meeting within 7 calendar days after each meeting (up to 20 meetings and meeting minutes).
- E. Prepare a project work schedule, indicating tasks, critical dates, milestones, deliverables and City and TxDOT review requirements. The project work schedule shall depict the order of the various tasks, milestones, and deliverables. The work schedule must incorporate and allocation of time for design phase reviews of the PS&E and the environmental documents. The Consultant shall present the work schedule to the City for review and acceptance and provide assistance in interpreting the proposed work schedule. Provide updates to the schedule (up to 3 updates).
- F. Direct and coordinate activities with Consultant's team on a weekly basis during the PS&E (up to 12 months), and hold the following review meetings as part of the Project Management Plan: Senior Management Review (at 100% completion), and Closeout Review (at completion of the project).
- G. Meet with subconsultant to coordinate project progress (up to 10 virtual meetings).
- H. Attend general meetings including monthly Bridges Steering Committee (BSC) meetings and provide a presentation to coordinate with stakeholders in attendance (up to 8 meetings, includes 2 local staff).
- I. Obtain Right of Entry (as required by CBP, GSA and DPS for up to 4 local staff) to be able to enter federal facilities during field visits.

- J. Obtain Clearances (background checks, applications, or other documents required by CBP, GSA and DPS for up to 4 local staff), to be able to enter federal facilities during field visits.
- K. Meet with CBP, GSA, and DPS to coordinate requirements for access to their facilities, requirements for design and construction within their facilities, ITS needs, integration, and general progress tracking of the project. The Consultant shall submit minutes of the meeting summarizing the events of the meeting within 7 calendar days after each meeting (up to 10 meetings and meeting minutes).
- L. Coordinate activities with CBP and GSA in order to carry out the Donation Acceptance Process (DAP) that authorizes CBP and GSA to accept donations of real property, personal property, and non-personal services from private sector and government entities (accepted donations may be used for activities related to the construction, alteration operations and maintenance of CBP or GSA – owned Ports of Entry), (up to 10 meetings). Support the City in preparing proposal that will include Concept package (official offer letter, scope of proposal, conceptual drawings), Design & Cost Estimation Package (copy of RTL construction drawings, performance specifications, schedule, financial estimates, environmental & operational impacts), Project Proposal Package (Concept Package, Design & Cost Estimation Package), Proposed Donation Acceptance & Agreement Package (Project Proposal Package, Decision Paper), and Donation Acceptance & Agreement (approved Decision Paper, letter of acceptance, applicable legal documents). City will provide legal support services; Consultant shall not prepare legal documents.

Deliverables:

- Agenda for kickoff meeting (8.5" x 11" electronic Word/pdf)
- Meeting summary for kickoff meeting (8.5" x 11" electronic Word/pdf)
- Progress reports (up to 5 reports, 8.5" x 11" electronic pdf)
- Invoices after each design phase (up to 5 invoices, 8.5" x 11" electronic pdf)
- Agenda and sign-in for bi-weekly coordination meetings (assume up to 20 meetings, 8.5" x 11" electronic Word/pdf)
- Meeting summary for bi-weekly coordination meetings (assume up to 20 meetings, 8.5" x 11" electronic Word/pdf)
- Project schedule (up to 3 updates, 11" x 17" electronic pdf)
- PowerPoint presentation for general meetings (up to 8 presentations, draft for each presentation for review by the City with up to 1 revision and final version, 8.5" x 11" electronic PowerPoint/pdf)
- Right of Entries for CBP, GSA and DPS review and approval (for up to 4 local staff, draft for review by CBP, GSA and DPS with up to 2 revisions, and final version, 8.5" x 11" electronic Word/pdf)
- Clearances for CBP, GSA and DPS review and approval (for up to 4 local staff, draft for review by CBP, GSA and DPS with up to 2 revisions, and final version, 8.5" x 11" electronic Word/pdf)
- Agenda and sign-in for federal agency coordination meetings (assume up to 10 meetings, 8.5" x 11" electronic Word/pdf)

- Meeting summary for federal agency coordination meetings (assume up to 10 meetings, 8.5" x 11" electronic Word/pdf)
- Agenda and sign-in for coordination on DAP with federal agencies (assume up to 10 meetings, 8.5" x 11" electronic Word/pdf)
- Meeting summary for coordination on DAP with federal agencies (assume up to 10 meetings, 8.5" x 11" electronic Word/pdf)
- Concept package (8.5" x 11" electronic pdf)
- Design & Cost Estimation Package (8.5" x 11" electronic pdf)
- Project Proposal Package (8.5" x 11" electronic pdf)
- Proposed Donation Acceptance & Agreement Package (8.5" x 11" electronic pdf)
- Donation Acceptance & Agreement (8.5" x 11" electronic pdf)

## 1.2 Project Management (Hourly Billing Rates)

The Project Management services described below shall be Hourly Billing Rate Services and only during Bidding, and Construction parts of the project. The Project Management services during PS&E shall be Lump Sum Services and described in Section 1.1.

Consultant shall:

- A. Prepare monthly project reports to accompany invoices for payment (up to 22 months).
- B. Prepare and submit monthly invoices, in format described by the City at the kickoff meeting (up to 22 invoices).

Deliverables:

- Monthly progress reports (up to 22 reports, 8.5" x 11" electronic pdf)
- Monthly invoices (up to 22 invoices, 8.5" x 11" electronic pdf)

## 1.3 Data Collection and Field Work (Lump Sum Services)

The Consultant shall collect, review and evaluate data described below. The Consultant shall notify the City in writing whenever the Consultant finds disagreement with the information or documents:

- A. Data, if available, from the City and TxDOT, including "as-built plans", existing schematics, available information from BOTA modernization/expansion project from GSA, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing ITS fiber mapping, existing Traffic Management Center (TMC) hardware inventory, existing cross sections, existing planimetric mapping, existing aerial imagery, existing channel and drainage easement data, Border Crossing Information Systems (BCIS) data, current unit bid price information, current special provisions, special specifications, and standard drawings.
- B. Utility plans and documents from appropriate municipalities and agencies, and from adjacent ongoing and recently constructed projects.
- C. Conduct 1 field reconnaissance visit (with 2 local Consultant staff), to visually assess the conditions and to obtain a photographic record of notable existing features.
- D. Conduct up to 2 field visits (Consultant's PM and 2 out of town staff) to the City's TMC

and TxDOT TransVista TMC to identify equipment and systems being used.

- E. A non-disclosure agreement shall be executed by all parties to receive current CBP Design Standards.

The City shall provide proposed traffic signal phasing diagrams or Synchro reports for Consultant to communicate on the plans.

Deliverables:

- Copies of information or documents gathered (electronic pdf), submitted on USB drive at the completion of the project
- Non-disclosure agreement (draft for review by the City and CBP with up to 1 revision and final version, 8.5" x 11" electronic pdf)

1.4 Design (Lump Sum Services)

Design shall comply with City of El Paso Design Standards for Construction, and City of El Paso Capital Improvements Department Drawing Guidelines, TxDOT Roadway Design Manual, federal guidelines, and shall use TxDOT bid items/descriptions, TxDOT standards, TxDOT standard specifications, TxDOT special specifications and special provisions. Sign structures shall be designed in accordance with AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (consistent with applicable TxDOT standard) for 90 mph wind zone, no ice. Other structural designs shall be in accordance with TxDOT Bridge Design Guide – LRFD (2021).

Prior to beginning PS&E, the Consultant in cooperation with TxDOT, TTI, CBP, GSA, and DPS, shall plan, attend and document a Pre-Design meeting. In preparation for the Pre-Design meeting, the Consultant shall prepare meeting materials with design files plan sheets previously prepared for the City of El Paso. The Pre-Design meeting will provide for a brainstorming and collaboration on where locations of all ITS devices will be finalized before proceeding with the 30% design phase. The Pre-Design meeting shall also decide on which agencies to provide data sharing and ITS access to. The following topics shall be discussed during the Pre-Design meeting:

- Devices from ConOps
- ITS design
- Roadway design
- High-level architectural design
- System requirements
- System integration
- Engineering constraints
- TMC upgrades project coordination
- Project development schedule
- Other issues as identified by the City
- Preliminary Construction Cost Estimate
- Application requirements for irrigation crossings



- Permits, easements, and license agreements required
- Agreements with agencies

The Consultant shall prepare meeting materials (agenda and presentation). The Consultant shall prepare a summary and communicate action items resulting from the Pre-Design meeting. The Consultant's Project Manager and up to 6 staff shall attend virtually.

The Consultant shall assume that no major changes to the device locations will be required after the 60% Design Phase. This assumption is necessary to minimize schedule impacts from the need for additional design, SUE, survey and geotechnical services. Should the need arise for the addition of a device, or significant relocation (assume 100' or greater from the originally proposed location), the Consultant shall notify the City and a supplemental work authorization will be considered.

Upon agreement of device type and locations from the Pre-Design, the Consultant shall proceed with PS&E. The PS&E packages shall be completed for the following design phases:

- 30% Design Phase
- 60% Design Phase
- 95% Design Phase
- 100% Design Phase
- RTL Design Phase

The Consultant shall use a City format cover sheet and title block for the plans with graphic bar scales and north arrows. The Consultant shall use TxDOT standards and bid items for payment of materials. Sheet summaries shall also be provided in each sheet. All plans shall include interim seals for 30%, 60% and 95% design phases along with signatures and seals for 100% and RTL design phases. Consultant shall be responsible for the following deliverables and reviews:

A. Pre-Design Meeting

1. Prepare draft agenda, sign in sheet, and PowerPoint presentation
2. Submit draft documents to the City and TxDOT and meet to review materials (2 staff from Consultant to attend this pre-meeting virtually)
3. Identify up to 20 participants from the City, TxDOT, TTI, CBP, GSA and DPS, and submit to the City for approval
4. Distribute email invitation to participants
5. Address comments and resubmit final meeting materials
6. Conduct Pre-Design meeting (PM and up to 6 staff from Consultant to attend virtual meeting)
7. Prepare meeting summary and document action items
8. Identify permits, easements, and license agreements required by GSA and CBP for improvements proposed in federal property for future planning efforts

B. 30%, 60%, 95%, 100%, and RTL Design Phase

1. Cover Sheet
2. Index
3. General Notes (TxDOT Format)
4. Summary of Quantities (submit at 60%, 95%, 100%, and RTL design phases only)
5. Construction Notes
6. Typical Sections
  - i. Existing ground
  - ii. Baseline and apparent ROW designations
  - iii. Lane widths, shoulders, parkways, and barrier
  - iv. Side slope ratios
  - v. Existing storm-sewer lines, and culverts identified from as-builts or design survey
  - vi. Proposed pavement structure and barrier (pavement design shall match existing conditions and no new pavement design shall be provided)
7. Site Plan including the following items:
  - i. Apparent ROW line
  - ii. High level plans showing locations of devices
  - iii. Location of roadway improvements
  - iv. Key map inset
8. Existing Conditions Plan including the following items:
  - i. Apparent ROW line
  - ii. Existing street signage and pavement markings
  - iii. Approximate locations of existing utility lines located during the survey and coordination
  - iv. Roadway structures
  - v. Existing drainage features
  - vi. Sheet notes
  - vii. Key map inset
9. Horizontal and Vertical Control Plan (submit at 60%, 95%, 100%, and RTL design phases only)
  - i. Location of control points
  - ii. Basis of datum for horizontal control
  - iii. Basis of datum for vertical control
  - iv. Date of current adjustment of datum
  - v. Monumentation set for control (description, district name/number and location ties)
  - vi. Surface adjustment factor and unit of measurement
  - vii. Coordinates (State Plane Coordinates (SPC) Zone and surface grid)
  - viii. Relevant metadata
10. Narrative of Construction Sequencing
11. Traffic Control Plan Standard Selection Table (submit at 60%, 95%, 100%, and RTL design phases only)
12. Traffic Control Plan (submit at 60%, 95%, 100%, and RTL design phases only)
13. Traffic Control Plan Standards (submit at 60%, 95%, 100%, and RTL design phases only)

14. Demolition Plan
  - i. Apparent ROW line
  - ii. Existing street signage and pavement markings to be removed
  - iii. Approximate locations of existing utility lines located during the survey and coordination
  - iv. Roadway structures to be removed
  - v. Pavement to be removed
  - vi. Sheet notes
  - vii. Key map
15. Horizontal Layout Plan
16. Roadway Plan and Profile
  - i. Improvements of NB cargo lane are anticipated to be roadway widening contained within the footprint of the retaining wall section (i.e. no modifications to adjacent bridge will be needed)
17. Roadway Grading Plan (submit at 60%, 95%, 100%, and RTL design phases only)
18. Curb Ramp and Sidewalk Layout Plan
19. Roadway Miscellaneous Details (submit at 60%, 95%, 100%, and RTL design phases only)
20. Retaining Wall Plan and Profile (submit at 60%, 95%, 100%, and RTL design phases only)
  - i. Retaining wall associated with NB cargo lane improvements is assumed to be cast-in-place, maximizing the use of standards to the extent possible. The existing wall will remain in place with minor removal to achieve appropriate roadway grades.
21. Retaining Wall Details (submit at 60%, 95%, 100%, and RTL design phases only)
22. Retaining Wall Standards (submit at 60%, 95%, 100%, and RTL design phases only)
23. Boring Profiles (submit at 60%, 95%, 100%, and RTL design phases only)
24. Existing Utilities Plan
  - i. Apparent ROW line
  - ii. Utility lines with a different line type for each utility
25. ITS Key Map
  - i. Shows sheet locations for ITS plan
26. ITS Plan
  - i. Apparent ROW line
  - ii. ITS layout of devices
  - iii. Conduit and ground box layout
  - iv. Conduit, fiber, conductor, and cable run schedule
  - v. Connection to existing power sources identified during meetings with El Paso Electric
  - vi. Key map inset
  - vii. Summary of items
27. Fiber System Layout
  - i. Main crossing streets
  - ii. ITS devices, ground boxes, fiber, and cabinets

28. DMS/LMS Elevation Details (submit at 60%, 95%, 100%, and RTL design phases only)
  - i. Existing ground
  - ii. Baseline and apparent ROW designations
  - iii. Lane widths, shoulders, parkways, and barrier
  - iv. Side slope ratios
  - v. Structural design information
    1. Structural design shall include 2 designs: worst-case scenario balanced-T truss, and worst-case cantilever overhead truss
  - vi. Foundation lengths
  - vii. Proposed metal beam guard fence or barrier
  - viii. Reference to COSS standards
29. ITS Ethernet Ring Architecture
  - i. Connection of devices to existing network through existing hub's, cabinets, or trunk line
30. Fiber Schematic Layout
  - i. Existing cabinets/hub, ground boxes, fiber trunk lines, fiber splice enclosures, fiber patch panels, field ethernet switches, and ITS devices
  - ii. Proposed cabinets/hub, ground boxes, fiber pig tails, fusion splices, fiber patch panels, filed ethernet switches, and ITS devices
31. ITS Fiber Termination Charts (submit at 60%, 95%, 100%, and RTL design phases only)
32. ITS Electrical Service Summary (submit at 60%, 95%, 100%, and RTL design phases only)
33. ITS Voltage Drop Calculations (submit at 60%, 95%, 100%, and RTL design phases only)
34. Typical ITS Diagram
  - i. ITS devices block diagrams
35. ITS High Mast CCTV Mounting Details (submit at 60%, 95%, 100%, and RTL design phases only)
36. ITS Standards
37. Traffic Signal Plan including the following proposed items:
  - i. Apparent ROW line
  - ii. Traffic signal layout
  - iii. Conduit and ground box layout
  - iv. Illumination on signal poles
  - v. Connection to existing power sources identified during meetings with El Paso Electric
  - vi. Traffic signal phasing
  - vii. Conduit and cable run schedule
  - viii. Pole and mast arm schedule (using TxDOT sizes)
  - ix. Signal head schedule
  - x. Cable schedule for poles
  - xi. Mast arm sign schedule
  - xii. Sheet notes

- xiii. Key map inset
- xiv. Summary of items
- 38. Traffic Signal Interconnection Plan including the following proposed items:
  - i. Apparent ROW line
  - ii. Conduit and ground box layout
  - iii. Connection to existing cabinet
  - iv. Conduit, fiber, and cable run schedule
  - v. Sheet notes
  - vi. Key map inset
  - vii. Summary of items
- 39. Miscellaneous Traffic Signal details including the following items:
  - i. Pedestal pole and foundation detail
  - ii. Pedestrian head and push button detail
  - iii. Trench detail
  - iv. Controller cabinet and foundation detail (coordination with TMC upgrades project will be conducted to use the same type of controllers being proposed under that project)
  - v. VIVDS detail
  - vi. Mast arm and pole detail (using TxDOT sizes)
  - vii. Traffic signal pole foundation (using TxDOT standards)
- 40. Traffic Signal Standards
- 41. Signage and Markings Plan including the following items:
  - i. Apparent ROW line
  - ii. Sign locations
  - iii. Pavement markings
  - iv. Sheet notes
  - v. Key map inset
  - vi. Summary of items
- 42. Summary of Small Signs
- 43. Miscellaneous Signing Details
- 44. Signing and Striping Standards
- 45. EPIC
- 46. SWP3 Notes
- 47. SWP3 Plan
- 48. Erosion and Sediment Control Standards
- 49. Outline of Specifications (submit at 60%, 95%, 100%, and RTL design phases only)
- 50. List of Governing Specifications
- 51. TxDOT Form 1002
- 52. TxDOT Form 2443
- 53. TxDOT Form 2229 (submit at 60%, 95%, 100%, and RTL design phases only)
- 54. Engineer's Estimate
- 55. TxDOT Form Estimate (TxDOTConnect) (submit at 60%, 95%, 100%, and RTL design phases only)
- 56. City Bid Tabulation Form (submit at 95%, 100%, and RTL design phases only)

57. Environmental Scope Development Tool
  58. Design Criteria
  59. Complete action items report and complete review comment forms (submit at 60%, 95%, 100%, and RTL design phases only)
  60. Engineer's Seal (submit at 60%, 95%, 100%, and RTL design phases only)
  61. Contract time determination (submit at 60%, 95%, 100%, and RTL design phases only)
  62. Certifications (ROW, Utilities, etc.) (submit at 60%, 95%, 100%, and RTL design phases only)
  63. Temporary Road Closure Request (submit at 60%, 95%, 100%, and RTL design phases only)
  64. Construction Speed Zone Request (submit at 60%, 95%, 100%, and RTL design phases only)
  65. TDLR Registration Form (submit at 60%, 95%, 100%, and RTL design phases only)
  66. Performance end date (submit at 95%, 100%, and RTL design phases only)
  67. Redlines showing quality control
  68. Utility Contact List
- C. Safety Review
1. Create a pdf package containing the TCP Narrative, TCP Standard Selection Table, TCP Detour Layout, Traffic Control Plan and TCP Standards.
  2. Submit documents to the Safety Review Committee and City Streets and Maintenance 2 weeks prior to the Safety Review Meeting for review
  3. Address comments and resubmit final meeting package
  4. Attend Safety Review Meeting (virtual meeting, PM and up to 2 local staff from Consultant)
- D. District Design Reviews
1. Attend the 30% District Design Review (virtual meeting, PM and 1 local staff from Consultant)
  2. Attend the 60% District Design Review (virtual meeting, PM and 1 local staff from Consultant)
  3. Attend the 95% District Design Review (virtual meeting, PM and 1 local staff from Consultant)
  4. Attend the 100% District Design Review (virtual meeting, PM and 1 local staff from Consultant)

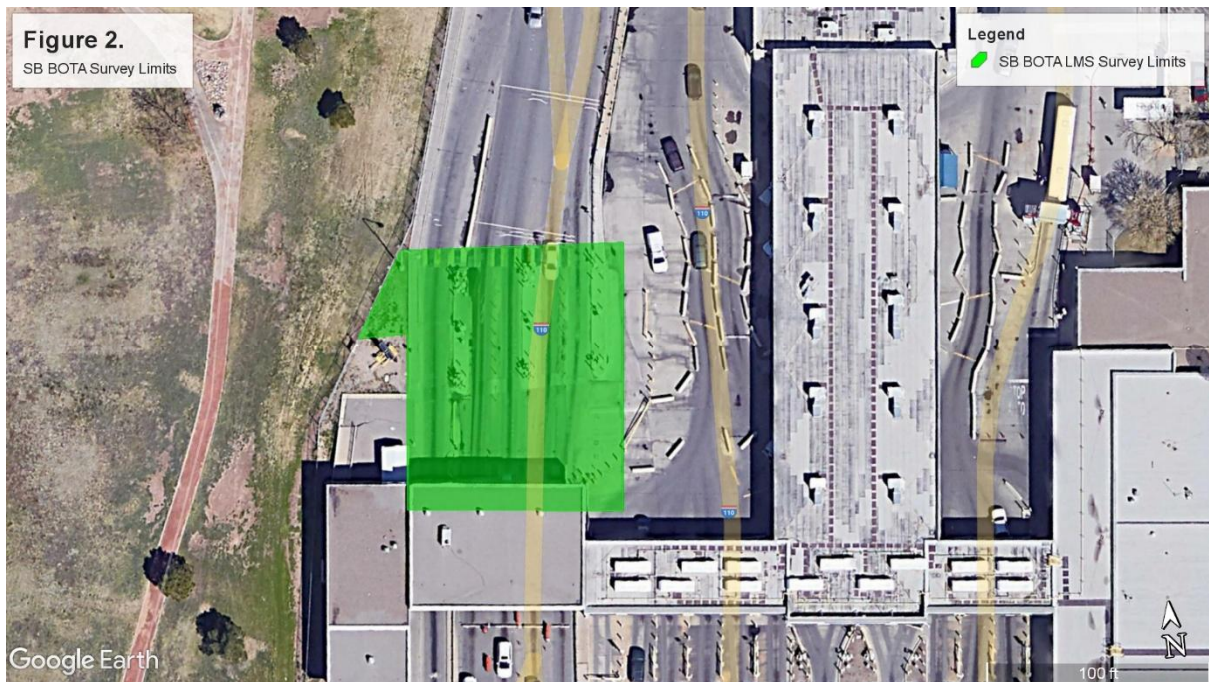
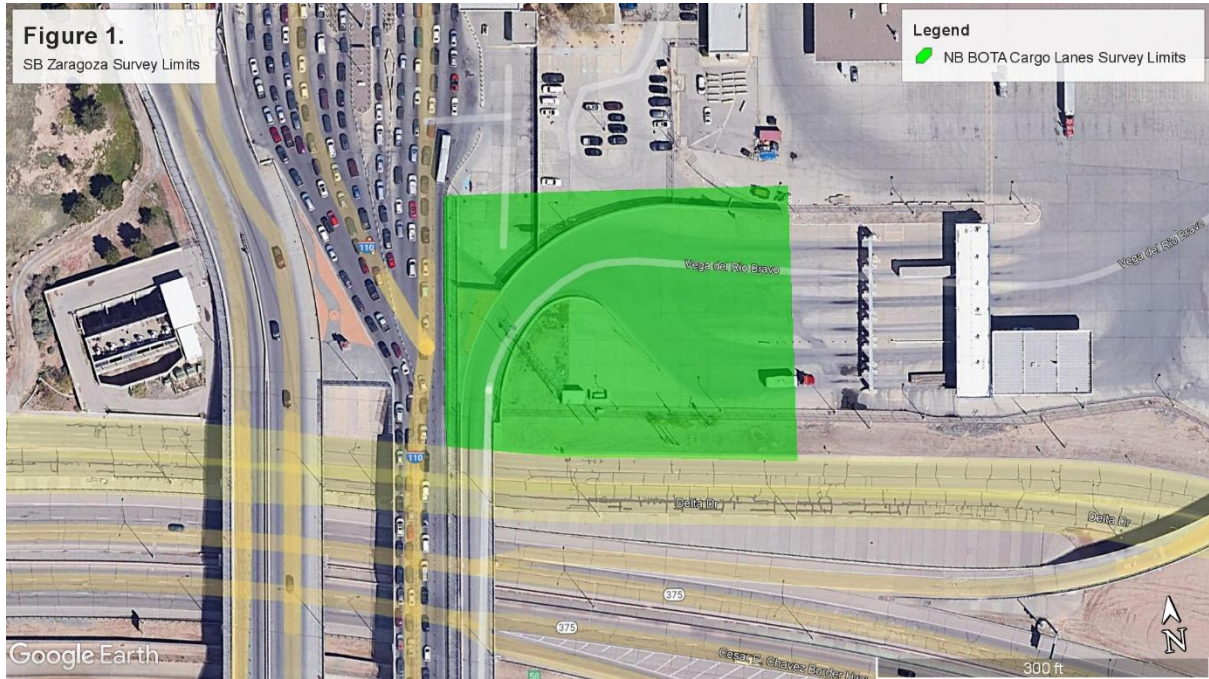
Deliverables:

- Pre-Design Meeting
  - a. Agenda and sign-in sheet (8.5" x 11" electronic Word/pdf)
  - b. PowerPoint presentation (draft for review by the City with up to 1 revision and final version, 8.5" x 11" electronic PowerPoint/pdf)
  - c. Meeting participant list and email invitation (draft for review by City with up to 1 revision and final version, 8.5" x 11" electronic Word/pdf and email)
  - d. Meeting summary (draft for review by all attendees and final version, 8.5" x 11" electronic Word/pdf)
- 30% Design Phase

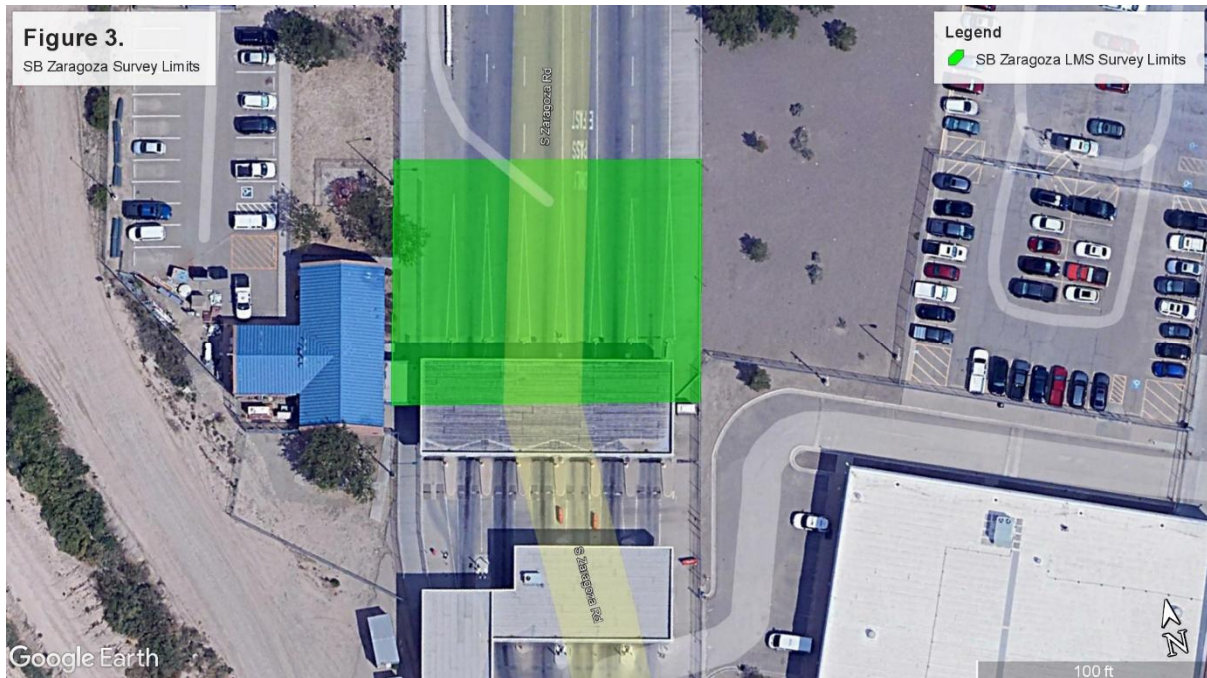


- a. 3 sets of 11" x 17" plan sheet hardcopies (assume up to 500 sheets per set) and 1 electronic pdf for City and District Design Review
  - b. 3 sets of 8.5" x 11" front end documents hardcopies (listed as numbers 49-68 in Section 1.4.B) and 1 electronic pdf for City and District Design Review
  - 60% Design Phase
    - a. 3 sets of 11" x 17" plan sheet hardcopies (assume up to 500 sheets per set) and 1 electronic pdf for City and District Design Review
    - b. 3 sets of 8.5" x 11" front end documents hardcopies (listed as numbers 49-68 in Section 1.4.B) and 1 electronic pdf for City and District Design Review
  - 95% Design Phase
    - a. 3 sets of 11" x 17" plan sheet hardcopies (assume up to 500 sheets per set) and 1 electronic pdf for City and District Design Review
    - b. 3 sets of 8.5" x 11" front end documents hardcopies (listed as numbers 49-68 in Section 1.4.B) and 1 electronic pdf for City and District Design Review
  - 100% Design Phase
    - a. 3 sets of 11" x 17" plan sheet hardcopies (assume up to 500 sheets per set) and 1 electronic pdf for City and District Design Review
    - b. 3 sets of 8.5" x 11" front end documents hardcopies (listed as numbers 49-68 in Section 1.4.B) and 1 electronic pdf for City and District Design Review
  - RTL Design Phase
    - a. 3 sets of 11" x 17" plan sheet hardcopies signed and sealed (assume up to 500 sheets per set) and 1 electronic pdf for City
    - b. 3 sets of 8.5" x 11" front end documents hardcopies (listed as numbers 49-68 in Section 1.4.B) and 1 electronic pdf for City
    - c. 1 USB with electronic pdf and CAD files
  - Safety Review
    - a. One draft 11" x 17" electronic pdf of package (draft for review by the City and TxDOT with up to 1 revision)
    - b. One final 11" x 17" electronic pdf of package for Safety Review meeting (draft for review by the City and TxDOT with up to 1 revision)
    - c. No sign-in sheet, agenda or meeting summary shall be required for this meeting
  - District Design Reviews
    - a. No sign-in sheets, agendas or meeting summaries shall be required for these meetings
- 1.5 Surveys (Lump Sum Services)
- The Consultant shall use available design surveys and boundary/ROW survey as provided by the City and TxDOT from other adjacent projects, and as previously obtained during the design for the City and TxDOT. If survey data is not available, the Consultant shall consider using aerial imagery provided the City or TxDOT. If Consultant and City determine that imagery is not acceptable for the design, and if design survey is required at specific areas, an assumed value of one (1) area (500 x 500 square feet) for design survey has been included in the Task Order. Design surveys shall also include the gathering of survey data for topography, cross-sections, boundary/ROW research, and other related work in order to design the following:

- Right-turn improvements at the NB cargo lanes at BOTA as shown in Figure 1
- LMS improvements at SB approach at BOTA as shown in Figure 2
- LMS improvements at SB passenger car approach at Zaragoza as shown in Figure 3







The Consultant's Surveyor shall perform the following tasks:

- A. Safety Plan of Action for City and TxDOT approval
- B. Right of Entry for federal facilities (for up to 5 local staff)
- C. Clearance from federal agencies (for up to 5 local staff)
- D. Preparing signed, sealed and dated Horizontal and Vertical Control Plans with Index Sheet
- E. Locating visible Utilities and those marked by 811
- F. Locate and depict topographical features and existing improvements
- G. Locate and depict existing drainage structures, culverts and manholes
- H. LiDAR Scan all bridges and cargo lane of roads for 3D Modeling
- I. Provide a 3D and 2D Planimetric Survey
- J. Provide a TIN drawing to display 1-foot contours
- K. Quality Assurance / Quality Control

Traffic control shall be provided to satisfy City, TxDOT, CBP and GSA requirements. The Consultant shall obtain approval by submitting a TxDOT Safety Plan of Action and geophysical permit (assumes 2 iterations of comments for City, TxDOT, CBP and GSA approval), and shall be responsible for processing and obtaining the TxDOT permit prior to beginning any work in the field. Once approval has been obtained from all agencies, Traffic Control will be provided in accordance with the approved TCP.

Consultant shall also obtain all required Right of Entries and clearances to enter GSA, CBP, and DPS properties (for up to 5 local staff). These shall be submitted to the federal agencies (assumes 2 iterations of comments for GSA, CBP and DPS approval), and shall be responsible for processing prior to beginning any work in the field.

Deliverables:

- Safety Plan of Action for City and TxDOT review and approval (draft for review by City and TxDOT with up to 2 revision, and final version, 8.5" x 11" electronic Word/pdf)
- Right of Entries for CBP, GSA and DPS review and approval (for up to 5 local staff, draft for review by CBP, GSA and DPS with up to 2 revisions, and final version, 8.5" x 11" electronic Word/pdf)
- Clearances for CBP, GSA and DPS review and approval (draft for review by CBP, GSA and DPS with up to 2 revisions, and final version, 8.5" x 11" electronic Word/pdf)
- Digital Terrain Models (DTM) and the Triangular Irregular Network (TIN) files in a format acceptable by the City
- Horizontal and Vertical Control Plan (signed, sealed and dated, up to 5 sheets, 11" x 17" electronic pdf to be included as part of the plans)
- Maps, plans, or sketches prepared by the Consultant's Surveyor showing the results of field surveys (electronic pdf)
- Computer printouts or other tabulations summarizing the results of field surveys (electronic pdf)
- Digital files or media acceptable by the City containing field survey data (ASCII Data files)
- Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey (electronic pdf)
- Field survey notes (electronic pdf and hard copies)
- A digital and hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, and survey control data sheets
- GEOPAK GPK files and OpenRoads files, including CAD file with 2D and 3D planimetric survey (CAD file)
- Survey reports as described in TxDOT Survey Manual, 2016

1.6 Utility Investigation (Lump Sum and Unit Costs)

Utility Investigation (Subsurface Utility Engineering (SUE)) includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02 (<http://www.fhwa.dot.gov/programadmin/asce.cfm>)] and Utility Quality Levels. Quality SUE Level C and D are to be performed as part of this Task Order, and Quality Levels A and B are to be performed as an option (shown below). Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

- Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
- Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information.
- Quality Level B – Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. (Optional)

- Quality Level A – Provides the highest level of accuracy. It involves locating or potholing utilities as well as activities in qualities Quality levels B, C, and D. The located facility information is surveyed and mapped, and the data provides precise plan and profile information. (Optional)

The Consultant shall use available SUE information as provided by the City and TxDOT from other adjacent projects, and as previously obtained during the design for the City and TxDOT. If SUE information is not available, and if SUE is required at specific areas, an assumed value of one (1) area (500 x 500 square feet) for SUE has been included in the lump sum. SUE shall also be conducted within the survey limits shown in Figure 1, Figure 2, and Figure 3 in Section 1.5. SUE information shall be mapped out in a CAD file.

If SUE Quality Levels C and D described above do not provide enough information, and if SUE Quality Levels A and B are requested by the City, an assumed value of 43 holes can be conducted for SUE Quality Levels A and B in addition to the lump sum. The assumed holes are for the following devices:

- For LMS at 2 locations, 4 holes
- For DMS on structures at 8 locations, 8 holes
- For CCTV on high mast poles, ITS poles, or MS at 22 locations, 11 holes
- For LiDAR, WiFi and Bluetooth detectors at 40 locations, 15 holes
- For RFID readers at 20 locations, 5 holes

The Subconsultant conducting the survey task described in Section 1.5, shall also conduct SUE at the same time. The same Safety Plan of Action, geophysical permits, and traffic control shall be utilized to avoid duplicate work. The Subconsultant shall utilize the same right of entries and clearances obtained under Section 1.5 to avoid duplicate work.

Deliverables:

- Safety Plan of Action (see deliverables under Section 1.5)
- Geophysical permit (see deliverables under Section 1.5)
- Right of Entries (see deliverables under Section 1.5)
- Clearances (see deliverables under Section 1.5)
- Maps, plans, or sketches prepared by the Subconsultant showing the results of SUE (electronic pdf)
- Maps, plans, or sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to SUE (electronic pdf)
- Field survey notes (electronic pdf and hard copies)
- CAD with Quality Level D and C SUE information (CAD file)
- (Optional) CAD with Quality Level A and B SUE information (CAD file)

1.7 Utility Coordination (Lump Sum)

Utility Coordination shall include meetings with individual utility companies and follow up communication and coordination where ITS devices and traffic signals locations are proposed

(up to 35 locations). Coordination with El Paso Electric shall also include meetings and follow up communication and coordination where electrical service locations are proposed (up to 35 locations). No utility adjustments shall be performed as part of this project. If the City requests a utility adjustment or additional coordination, a supplemental work authorization will be required for the additional effort.

The Consultant shall perform utility coordination and liaison activities with involved utility owners, and the City to achieve timely project notifications and formal coordination meetings.

The Consultant shall coordinate activities with the City and TxDOT, or their designee, to facilitate the orderly progress and timely completion of the City's design phase. The Consultant shall be responsible for the following:

- A. Meet with City and perform an on-site inspection (up to 3 visits with up to 2 local staff) to gain familiarity with existing conditions, project requirements and prepare a written report of the meeting.
- B. Coordinate activities with the City and its consultants or other contractors or representatives, as authorized by the City. Also, the Consultant shall provide the City copies of diaries, correspondence and other documentation of work-related communications between the Consultant, utility owners and other outside entities when requested by the City.
- C. The Consultant shall implement a schedule of periodic meetings with each utility company (assume up to 10 utility companies) and utility company's representatives for coordination purposes. Meetings shall commence as early as possible in the design process and shall continue until completion of the design. The Consultant shall notify the City at least two (2) business days in advance of each meeting to allow the City the opportunity to participate in the meeting. The Consultant shall provide meeting agendas, sign-in sheets, handouts and produce meeting minutes of meetings with said utility companies and their representatives within seven (7) business days. The frequency of such meetings shall assume up to 2 individual meetings per utility company (total of 20 meetings).
- D. The Consultant shall coordinate with the local utilities committees to present a footprint drawing of the project with visual utilities only identified in the design survey, where ITS devices, traffic signals and corresponding electrical services are proposed only, at the 60% and 95% milestones.
- E. The Consultant shall provide initial project notification letters to utility companies, owners, and other concerned parties (assume up to 10 letters). The Consultant shall coordinate with any other utility committees which may include county, city, or other officials.
- F. The Consultant shall coordinate with El Paso Electric to establish power source locations to connect electrical services to (up to 35 locations). The Consultant shall meet with El Paso Electric to discuss power source locations. meetings shall commence as early as possible in the design process and shall continue until completion of the design. The Consultant shall notify the City at least two (2) business days in advance of each meeting to allow the City the opportunity to participate in the meeting. The Consultant shall provide meeting agendas, sign-in sheets, handouts and produce meeting minutes of



meetings with El Paso Electric within seven (7) business days. The frequency of such meetings shall assume up to 5 meetings with El Paso Electric, where each meeting will discuss multiple power source locations per assigned Engineer from El Paso Electric.

- G. The Consultant shall provide the City and utility companies within the proposed ITS devices, traffic signals, electrical services, and roadway improvement locations, a Utility Contact List with information such as: (i) Utility Owner's Name; (ii) Contact Person; (iii) Telephone Numbers; (iv) Emergency Contact Number; (v) E-mail addresses. Submit at 30%, 60%, 95%, 100% and RTL design phase, each with up to 1 revision, draft and final.

Deliverables:

- Meeting summary for on-site inspection (up to 3 visits, 8.5" x 11" electronic Word/pdf)
- Copies of diaries, correspondence and communications (8.5" x 11" electronic pdf)
- Meeting agendas, sign-in sheets and handouts of utility coordination meetings (assume up to 20 meetings, 8.5" x 11" electronic Word/pdf, up to 20 copies per meeting)
- Meeting summary for El Paso Electric meetings (assume up to 20 meetings, 8.5" x 11" electronic Word/pdf)
- Meeting agendas, sign-in sheets and handouts of El Paso Electric meetings (assume up to 20 meetings, 8.5" x 11" electronic Word/pdf, up to 20 copies per meeting)
- Project notification letters (assume up to 10 letters, 8.5" x 11" electronic Word/pdf)
- Utility contact list at 30%, 60%, 95% and 100% design phase, each with up to 1 revision, draft and final

1.8 Geotechnical Borings and Investigation (Lump Sum and Unit Costs)

The Consultant shall use available geotechnical data as provided by the City and TxDOT from other adjacent projects, and as previously obtained during the design for the City and TxDOT. The Engineer shall include the soil boring sheets, and Wincore logs as provided by the City and TxDOT from other adjacent projects and from the previous design for the City and TxDOT.

If geotechnical data is not available, and if data is required at specific areas, an assumed value of 10 locations for geotechnical borings at investigation at has been included in the Task Order. This is for foundation design for ITS devices and overhead sign structures and for the proposed roadway improvements, in accordance with TxDOT's Geotechnical Manual (July 2020). The City and TxDOT will review and provide comments for a boring layout submitted by the Consultant showing the general location and depths of the proposed borings. Once the Consultant receives the City's and TxDOT's review comments Consultant shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the TxDOT's Geotechnical Manual and TxDOT District's procedures and design guidelines.

The Consultant's Geotechnical Subconsultant shall perform the following tasks:

- A. Safety Plan of Action for City and TxDOT approval
- B. Geophysical permit for City and TxDOT approval
- C. Right of Entry for federal facilities (for up to 5 local staff)
- D. Clearance from federal agencies (for up to 5 local staff)
- E. Perform soil borings and testing

- F. Prepare signed, sealed and dated geotechnical memorandum which contains soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, skin friction tables and design capacity curves including skin friction and point bearing. The skin friction tables and design capacity curves must be present for piling and drilled foundation.
- G. Preparing signed, sealed and dated Boring profiles
- H. Quality Assurance / Quality Control

Traffic control shall be provided to satisfy City and TxDOT requirements. The Consultant shall obtain approval by submitting a TxDOT Safety Plan of Action and geophysical permit (assumes 2 iterations of comments for City and TxDOT approval), and shall be responsible for processing and obtaining the TxDOT permit prior to beginning any work in the field. Once TxDOT approval has been obtained, geotechnical borings and investigation will be provided in accordance with the approved TCP.

Consultant shall also obtain all required Right of Entries and clearances to enter GSA, CBP, and DPS properties (for up to 5 local staff). These shall be submitted to the federal agencies (assumes 2 iterations of comments for GSA, CBP and DPS approval), and shall be responsible for processing prior to beginning any work in the field.

Deliverables:

- Safety Plan of Action for City and TxDOT review and approval (draft for review by City and TxDOT with up to 2 revision, and final version, 8.5" x 11" electronic Word/pdf)
- Geophysical permit for City and TxDOT review and approval (for up to 5 local staff, draft for review by City and TxDOT with up to 2 revisions, and final version, 8.5" x 11" electronic Word/pdf)
- Right of Entries for CBP, GSA and DPS review and approval (for up to 5 local staff, draft for review by CBP, GSA and DPS with up to 2 revisions, and final version, 8.5" x 11" electronic Word/pdf)
- Clearances for CBP, GSA and DPS review and approval (draft for review by CBP, GSA and DPS with up to 2 revisions, and final version, 8.5" x 11" electronic Word/pdf)
- Geotechnical memorandum (signed, sealed and dated, draft for review by the City with up to 1 revision, and final version, 8.5" x 11" electronic Word/pdf)
- Horizontal and Vertical Control Plan (signed, sealed and dated, up to 5 sheets, 11" x 17" electronic pdf, to be included as part of the plans)
- TxDOT Wincore logs (8.5" x 11" electronic pdf/clg)

1.9 Environmental Clearance (Lump Sum)

A. GSA and CBP Reporting and Coordination

1. The Consultant shall prepare a coordination plan that will outline a process for preparation, submittal, review and coordination of required documentation including project definition reports.
2. The Consultant (up to 2 staff) shall attend up to 3 virtual or in-person coordination meetings with GSA and CBP staff

B. Data Collection & Field Reconnaissance

1. Obtain and update periodically publicly available information including: locations of public buildings (schools, churches, cemeteries, parks), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, TCEQ & EPA Hazardous Materials Database Information, FEMA Floodplain Information, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies, Threatened & Endangered Species Information. Assume up to 3 updates.
2. Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review. Assume 1 field visit.

C. Constraints Analysis and Mapping

1. The Consultant shall develop a constraints map that includes environmental resources, known constraints (structures, floodplain, karst features), cultural and historic resources, hazardous material sites, aerial photography, contour information, utility information, that is based on research of public databases and sources. The Consultant shall provide a summary of findings in the constraints report.

D. Categorical Exclusion Checklist:

1. The Consultant shall conduct the appropriate level of environmental, social, and economic analysis of the proposed project area to complete Department of Homeland Security (DHS) NEPA review process. This will entail completing, submitting, and securing approval of the DHS NEPA Categorical Exclusion Worksheet, which will assist the Consultant and the City of El Paso in complying with NEPA. The Consultant shall coordinate with the City of El Paso and CBP to determine the format and content of the CE and to determine the protocol for its review and approval. Decisions reached during said coordination will be formally documented by the Consultant for future reference by each agency.
2. The Consultant shall prepare a CE and for review and approval by the City of El Paso and CBP. The following DHS CEs are assumed (DHS Management Directive 023-01):

B8-Acquisition, installation, maintenance, operation, or evaluation of security equipment to screen for or detect dangerous or illegal individuals or materials at existing facilities and the eventual removal and disposal of that equipment in compliance with Applicable Federal, tribal, state, and local requirements to protect the environment. Examples of the equipment include, but are not limited to: (a) low-level X-ray devices, (b) cameras and biometric devices, (c) passive inspection devices, (d) detection or security systems for explosive, biological, or chemical substances, and (e) access controls, screening devices, and traffic management systems;

E2- New construction upon or improvement of land where all of the following conditions are met: (a) The structure and proposed use are

compatible with applicable Federal, tribal, state, and local planning and zoning standards and consistent with federally approved state coastal management programs, (b) The site is in a developed area and/or a previously disturbed site, (c) The proposed use will not substantially increase the number of motor vehicles at the facility or in the area, (d) The site and scale of construction or improvement are consistent with those of existing, adjacent, or nearby buildings, and, (e) The construction or improvement will not result in uses that exceed existing support infrastructure capacities (roads, sewer, water, parking, etc.).

3. The Consultant shall draft a Record of Environmental Consideration (REC) as required for the B8 categorical exclusion.
4. In preparing the CE and associated documents, the Consultant shall use an expedited approach and follow plain language guidelines. The CE checklist will summarize the results of the technical studies and analyses required for the project and reference relevant technical documentation prepared for the alternatives evaluation. This will include supporting materials to cover the following: project description, project location map, and project site plan.
5. The Consultant shall also assess the technical areas listed below to prepare the CE checklist. In addition, the effects to safety and security and construction impacts will be described, as applicable. The CE checklist will also identify any mitigation measures recommended for potential impacts identified.
  - i. Traffic
  - ii. Noise and Vibration
  - iii. Environmental Justice (EJ)
  - iv. Historic/Cultural Resources
  - v. Biological Resources
  - vi. Property Acquisition/Relocations
  - vii. Wetlands and Water Quality
  - viii. Archeology
  - ix. Land Use
  - x. Section 4(f) Parks
  - xi. Property Acquisitions and Relocations
  - xii. Air Quality
  - xiii. Prime and Unique Farmlands
  - xiv. Hazardous Materials
  - xv. Safety and Security

E. Environmental Technical Analyses

1. The Consultant shall obtain access to the project file in the TxDOT Environmental Compliance Oversight System (ECOS) database. Once access is obtained, the Consultant shall complete Work Plan Development (WPD) I and WPD II activities in the database for the project using results from the constraints analysis. Upon

approval of the project work plan by TxDOT, a NEPA level assessment shall be conducted for the following resource areas, if needed:

- i. Air Quality
- ii. Traffic Noise
- iii. Hazardous Materials
- iv. Water Resources
- v. State and Federal Protected Species
- vi. Community Impacts
- vii. Chapter 26/ Section 4(f) if needed
- viii. Historic Resources
- ix. Archeology

Deliverables:

- One draft and one final DHS NEPA Categorical Exclusion Worksheet for the project (draft for review by the City and final version, 8.5' x 11' electronic pdf)
- One draft and one final draft Record of Environmental Consideration (draft for review by the City and final version, 8.5' x 11' electronic pdf)
- One draft and one final Environmental Constraints Map (draft for review by the City and final version, 8.5" x 11" electronic pdf)
- One draft and one final Environmental Constraints Report (draft for review by the City and final version, 8.5" x 11" electronic pdf)
- One draft and one final Preliminary Water Resources Report (draft for review by the City and final version, 8.5" x 11" electronic pdf)
- One draft and one final Wetlands Delineation Report (if needed) (draft for review by the City and final version, 8.5" x 11" electronic pdf)
- One draft and one final Threatened and Endangered Species Analysis (draft for review by the City and final version, 8.5" x 11" electronic pdf)
- One draft and one final Hazardous Materials Site Assessment (draft for review by the City and final version, 8.5" x 11" electronic pdf)
- One draft and one final THC Concurrence Letter for Historic Resources (draft for review by the City and final version, 8.5" x 11" electronic pdf)
- One draft and one final Archeological Background Study (ABS) (draft for review by the City and final version, 8.5" x 11" electronic pdf)
- One draft and one final Texas Antiquities Permit Application Associated Scope of Work and Report (if needed) (draft for review by the City and final version, 8.5" x 11" electronic pdf)

1.10 System Requirements (Lump Sum)

The Consultant shall coordinate with City IT Department and TTI on system requirements. This coordination will serve assist to specify the future subsystems and components between the City and how they integrate together to comprise the system and accomplish the project goals.

Consultant shall:

- A. Meet with TTI and City IT Department to coordinate requirements and agree how the system will connect. The Consultant shall submit minutes of the meeting summarizing the events of the meeting within 7 calendar days after each meeting (up to 6 meetings and meeting minutes).

Deliverables:

- Three (3) TTI Coordination Meeting Agenda and Notes (draft for review by the City and final version, 8.5" x 11" electronic Word/pdf)
- Three (3) City IT Department Coordination Meeting Agenda and Notes (draft for review by the City and final version, 8.5" x 11" electronic Word/pdf)

1.11 Bidding (Hourly Billing Rate Services)

Upon written direction from the City, the Consultant shall provide the following services not to exceed the amounts established in Exhibit C:

- A. Before the bidding process, the Consultant shall provide the following items
1. Full and complete sealed set of plans (electronic and hardcopy)
  2. Full and complete sealed set of technical specifications and list of governing specifications (electronic and hardcopy)
  3. Unit price bid proposal form (electronic and hardcopy)
  4. Detailed cost estimate (electronic and hardcopy)
  5. Construction time determination (electronic)
- B. During the bidding process, the Consultant shall assist the City with the following items:
1. Respond to questions from prospective bidders (assume up to 10 questions maximum)
  2. Attend a pre-bid conference (1 meeting, 2 local staff)
  3. If required, prepare addendums. Assume this effort requires up to 5 addendums total with revisions of up to 30 sheets of 11" x 17" plans sheets
- C. After bid opening, the Consultant shall provide the following documents required for TxDOT concurrence:
1. Engineer's Cost Estimate line item review
  2. Engineer's Bid Tab review and recommendation letter (electronic and hard copy)

Deliverables:

- Before bidding process:
  - a. 1 set of 11" x 17" plan sheet hardcopies signed and sealed (assume up to 500 sheets per set) and 1 electronic pdf for bidding
  - b. 1 set of 8.5" x 11" hardcopies of technical specifications and list of governing specifications signed and sealed and 1 electronic pdf for bidding
  - c. 1 set of 8.5" x 11" hardcopy of unit bid proposal form and 1 electronic pdf for bidding
  - d. 1 set of 8.5" x 11" hardcopy of detailed cost estimate and 1 electronic pdf for bidding



- e. 1 set of 8.5" x 11" hardcopy of construction time determination and 1 electronic pdf for bidding
- During bidding process:
  - a. Written responses for bid clarifications (assume up to 10, 8.5"x 11" hardcopy and electronic Word/pdf)
  - b. Addendums (assume up to 5 addendums, up to 30 11" x 17" plan sheets, hardcopy and electronic pdf), if required
- After bid opening:
  - a. Bid tab review and recommendation letter (8.5"x 11" hardcopy and electronic Word/pdf)

#### 1.12 Construction (Hourly Billing Rate Services)

The Engineer shall provide Construction Phase Services (assume 18 months) at the written request of the City's Project Manager. The written request must include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include the following:

- A. Attend pre-construction meeting (1 meeting, 2 local staff)
- B. Attend partnering meeting (1 meeting, 2 local staff)
- C. Attend field meetings and make visits to site (assume 1 local staff with 18 meetings and 18 visits)
- D. Calculate quantities and assist the City in preparing change orders (assume up to 20 change orders)
- E. Review and approval of shop drawings (assume up to 30)
- F. Respond to requests for information (RFIs) (assume up to 50)
- G. Provide redesign, which will include changes to the affected plan (assume up to 5 redesigns, up to 5 sheets per redesign)
- H. Participate in "punch list" inspection and provide one (1) punch list to City (1 field visit per location, 1 local staff), after construction of all device locations have been completed
- I. Produce and provide one (1) set of Record Drawings, hard copy (11x17) and electronic (pdf) format (assume 500 sheets). This will consist of revised plan sheets, noted with date stamp, and with clouded notes indicating changes based on markup drawings prepared by City's Contractor and provided to Consultant.
- J. Provide a letter confirming project has been constructed according to plans and specifications.
- K. TTI and City IT Department coordination – To coordinate which devices shall be integrated by TTI and by City IT Department, the Consultant shall participate in meetings, preparing agendas within three business prior to the meeting and providing meeting minutes within 7 business days after the meeting. Each meeting will be held virtually with audio, video, and computer screensharing capabilities unless otherwise specified.
  - 1. Two (2) TTI coordination meetings with the Consultant's management and development leads (up to 4 staff)
  - 2. Two (2) City IT Department coordination meetings with the Consultant's management and development leads (up to 4 staff)

Deliverables:

- Response to change orders (assume up to 20, electronic email and pdf)
- Response to shop drawings (assume up to 30, electronic email and pdf)
- Response to RFIs (assume up to 50, electronic email and pdf)
- Redesign plan sheets (assume up to 5 redesigns with 5 sheets each, 11" x 17" electronic pdf)
- Record drawings (assume up to 500 sheets, 11" x 17" hardcopy and electronic pdf)
- Punchlist (8.5" x 11" hardcopy and electronic pdf)
- 1 set of 11" x 17" plan sheet hardcopies signed and sealed (assume up to 500 sheets per set) and 1 electronic pdf for bidding
- Letter confirming project has been constructed according to plans and specifications (draft for review by City with up to 1 revision, and final version, 8.5" x 11" electronic Word/pdf)
- Two (2) TTI Coordination Meeting Agenda and Notes (draft for review by the City and final version, 8.5" x 11" electronic Word/pdf)
- Two (2) City IT Department Coordination Meeting Agenda and Notes (draft for review by the City and final version, 8.5" x 11" electronic Word/pdf)

2.0 EXCLUSIONS:

Consultant shall NOT be responsible for the following and shall not include as part of scope of services:

- Subsurface Utility Engineering for Level A and B is not in the Lump Sum Fee, instead can be added as optional at the City's direction
- Rework associated with utility conflicts that become necessary due to lack of utility information from utility company unresponsiveness or other construction activities
- Improvements of BOTA bridge structure
- Drainage inlet or storm sewer modifications
- Pavement Design; existing pavement design shall be utilized
- Detailed system requirements
- System requirements to describe what the system will do with the coordination with stakeholders and how the system will work. Full system requirements shall be handled by the City and TTI
- Full services of integration to BCIS and City TMC, testing and validation. Only assistance in coordination shall be required. Full integration and testing of data collectors and DMS with BCIS shall be handled by TTI, and full integration and testing of traffic signals, CCTV, and LMS shall be handled by City IT Department

If the City requests a different design or a substantial change from what is scoped above, a supplemental work authorization will be required for the additional effort.

3.0 GENERAL REQUIREMENTS AND CRITERIA

3.1 Design must meet applicable City Codes and Ordinances.

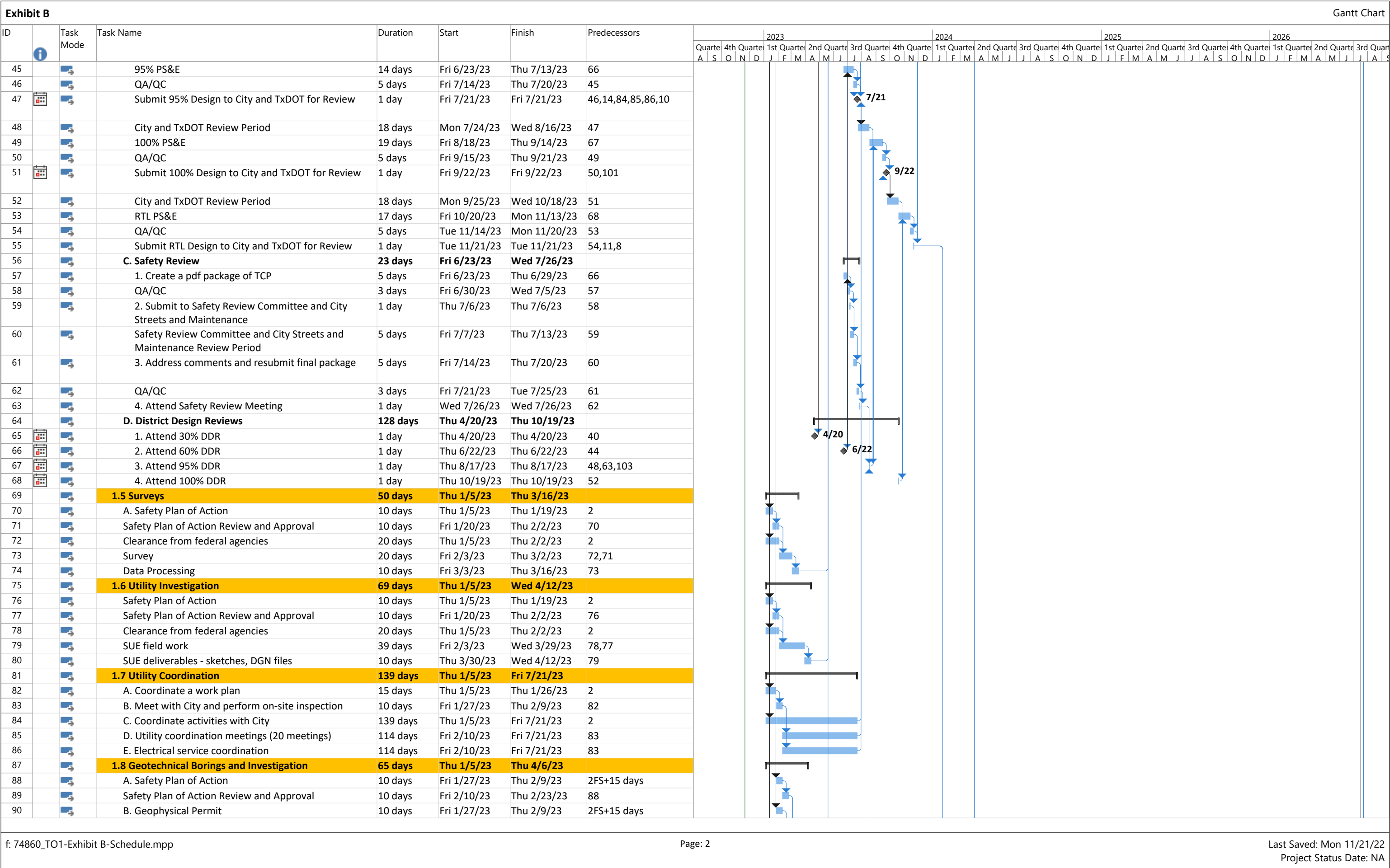
- 3.2 Design must comply with Capital Improvement Department Guidelines, City of El Paso Department of IT Standards, CBP Design Standards, GSA Design Standards, and TxDOT Guidelines.
- 3.3 Design must comply with local, state and federal laws and regulations including the Texas Accessibility Standards.
- 3.4 Design of data collectors and DMS shall be integrated with BCIS system by TTI with assistance in coordination from Consultant, and design of traffic signals, CCTV, and LMS shall be integrated with City TMC by City IT Department with assistance in coordination from Consultant.
- 3.5 All final CAD files shall be submitted to City in AutoCAD dwg format.

#### 4.0 PROJECT SCHEDULE

The Consultant has included a schedule that incorporates review times by City and TxDOT and listed in Exhibit B.

## Gantt Chart

The Gantt chart displays a project schedule from 2023 to 2026. The timeline is divided into quarters. Key milestones are marked with diamonds: 1/5, 3/24, and 5/26. The chart shows various tasks as horizontal bars, with some tasks spanning multiple years. A vertical green line is positioned at the start of the timeline. The chart is divided into sections by horizontal black lines.



## Exhibit B

## Gantt Chart

[illegible]



**ATTACHMENT “B”**  
**CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**

EXHIBIT C



PROJECT NAME: DESIGN FOR ITS INFRASTRUCTURE AT ZARAGOZA AND BOTA INTERNATIONAL PORTS OF ENTRY

PRIME PROVIDER NAME: HNTB

Types of Services	HNTB		FXSA			HVJ			Subtotals
	Labor	Direct Expenses	Labor	Direct Expenses	Unit Costs	Labor	Direct Expenses	Unit Costs	
<b>Lump Sum Fee</b>									
1.1 Project Management	\$ 85,065	\$ 16,348	\$ 27,782			\$ 4,582			\$ 133,777
1.3 Data Collection and Field Work	\$ 9,881								\$ 9,881
1.4 Design	\$ 1,220,444								\$ 1,220,444
1.5 Surveys	\$ 8,346		\$ 108,788	\$ 24,758					\$ 141,892
1.6 Utility Investigation	\$ 3,457		\$ 25,445						\$ 28,902
1.7 Utility Coordination	\$ 27,753		\$ 101,936						\$ 129,690
1.8 Geotechnical Borings and Investigation	\$ 8,346					\$ 21,657	\$ 8,938		\$ 38,941
1.9 Environmental Clearance	\$ 71,930								\$ 71,930
1.10 System Requirements	\$ 9,402								\$ 9,402
<b>Total (Lump Sum)</b>	<b>\$ 1,444,626</b>	<b>\$ 16,348</b>	<b>\$ 263,950</b>	<b>\$ 24,758</b>		<b>\$ 26,239</b>	<b>\$ 8,938</b>		<b>\$ 1,784,858</b>

Types of Services	HNTB		FXSA			HVJ			Subtotals
	Labor	Direct Expenses	Labor	Direct Expenses	Unit Costs	Labor	Direct Expenses	Unit Costs	
<b>Hourly Services Fee</b>									
1.2 Project Management	\$ 38,370								\$ 38,370
1.11 Bidding	\$ 23,190								\$ 23,190
1.12 Construction	\$ 58,600								\$ 58,600
<b>Total (Hourly Billing Rate)</b>	<b>\$ 120,160</b>								<b>\$ 120,160</b>

Types of Services	HNTB		FXSA			HVJ			Subtotals
	Labor	Direct Expenses	Labor	Direct Expenses	Unit Costs	Labor	Direct Expenses	Unit Costs	
<b>Unit Costs Fee</b>									
1.6 Utility Investigation					\$ 7,275.00				\$ 7,275
1.8 Geotechnical Borings and Investigation								\$ 22,224.00	\$ 22,224
<b>Total (Unit Costs)</b>					<b>\$ 7,275</b>			<b>\$ 22,224</b>	<b>\$ 29,499</b>

	Labor	Direct Expenses	Unit Costs	Total
<b>Total</b>	<b>\$ 1,854,975</b>	<b>\$ 50,043</b>	<b>\$ 29,499</b>	<b>\$ 1,934,517</b>

## HNTB - LUMP SUM

			Classification	Project Manager II	Project Manager I	Task Leader	ITS Planner II	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Design Technician	Intern	Senior Environmental Planner	Environmental Planner	GIS Analyst	Project Analyst	Document Controls	Total Hours	Total \$	
			Loaded Rate	\$ 326.06	\$ 198.58	\$ 280.27	\$ 240.92	\$ 271.07	\$ 262.55	\$ 243.45	\$ 179.02	\$ 134.15	\$ 159.24	\$ 80.54	\$ 212.16	\$ 141.75	\$ 189.84	\$ 152.33	\$ 170.28			
1.1	Project Management																					
	A	Organize and lead up to one kickoff virtual meeting (2 local staff and 2 out of town staff)		2	2	2	2														8	\$ 2,091.69
	B	Prepare progress reports (up to 5 reports)			5	5												20			30	\$ 5,440.92
	C	Prepare and submit invoices after each design phase (up to 5 invoices)			10													30			40	\$ 6,555.79
	D	Meet with stakeholders on a bi-weekly basis during PS&E (up to 20 meetings)		20	20						20										60	\$ 14,073.44
	E	Maintain project schedule (up to 3 updates)		2	3																5	\$ 1,247.88
	F	Direct and coordinate activities with Consultant's team (up to 12 months)			48			12													60	\$ 12,784.83
	G	Meet with subconsultants to coordinate project progress (up to 10 virtual meetings)		2	10																12	\$ 2,637.96
	H	Attend general meetings (up to 8 meetings)		4	8																12	\$ 2,892.92
	I	Obtain Right of Entry (up to 4 local staff)			8																8	\$ 1,588.67
	J	Obtain Clearances (up to 4 local staff)			8																8	\$ 1,588.67
	K	Meet with federal agencies for coordination (up to 10 meetings)		10	10						10										30	\$ 7,036.72
	L	Donation Acceptance Process		10	20				50		20		20								120	\$ 27,125.20
1.2	See Hourly Billing Rates Fee Table for this section																					
1.3	Data Collection and Field Work																					
	A	Collect and review reference documents			4							4	8								16	\$ 2,583.66
	B	Collect and review utility plans from adjacent projects			2						2	2									6	\$ 1,023.52
	C	Conduct 1 field reconnaissance visit (2 local staff)										16									16	\$ 2,146.45
	D	Conduct 2 field visits to City's TMC and TxDOT TMC (PM and 2 out of town staff)			4	4	4														12	\$ 2,879.12
	E	Non-disclosure agreement to receive current CBP Design Standards		1	2				2												5	\$ 1,248.34
1.4	Design																					
	A	Pre-Design Meeting																				
	1	Prepare draft agenda, sign in sheet, and presentation		3	8	2	2				40	40									95	\$ 16,136.36
	2	Submit draft documents for City and TxDOT review			1																1	\$ 198.58
	3	Identify 20 participants to attend meeting and submit to City for approval			1																1	\$ 198.58
	4	Distribute email invitation			1																1	\$ 198.58
	5	Address comments and resubmit final meeting materials			2	1	1				8										12	\$ 2,350.56
	6	Conduct Pre-Design meeting (PM and up to 6 staff to attend virtual meeting)		2	2	2	2				4	2									14	\$ 3,076.09
	7	Prepare meeting summary		1	1						1										3	\$ 658.80
		QA/QC			2	2	2				8	8									22	\$ 3,944.98
	B	30%, 60%, 95%, 100% and RTL Design Phase																				
		30% Design Phase																				
	1	Cover Sheet										2									2	\$ 268.31
	2	Index			1						4										5	\$ 914.68
	3	General Notes (TxDOT Format)			1						6										7	\$ 1,272.73
	5	Construction Notes			2							2									4	\$ 665.47
	6	Typical Sections			2						8	24			4						38	\$ 5,371.19
	7	Site Plan			1							8									9	\$ 1,271.81
	8	Existing Conditions Plan			1						2	8									11	\$ 1,629.86
	10	Narrative of Construction Sequencing			1				4			8		10							23	\$ 3,914.38
	14	Demolition Plan			1						7	18			4						30	\$ 4,188.67
	15	Horizontal Layout Plan			1						19	18			4						42	\$ 6,336.96
	16	Roadway Plan and Profile			1						19	18			4						42	\$ 6,336.96
	18	Curb Ramp and Sidewalk Layout Plan			1						11	18			4						34	\$ 4,904.76
	24	Existing Utilities Plan			1						4	20									25	\$ 3,597.75
	25	ITS Key Map			1						2	16									19	\$ 2,703.09
	26	ITS Plan			1						40	80									121	\$ 18,091.83
	27	Fiber System Layout			1						4	16									21	\$ 3,061.13
	29	ITS Ethernet Ring Architecture			1						2	4									7	\$ 1,093.25
	30	Fiber Schematic Layout			1						16	40									57	\$ 8,429.11
	34	Typical ITS Diagram			1							8									9	\$ 1,271.81
	36	ITS Standards			1						2	2									5	\$ 824.94
	37	Traffic Signal Plan			1						28	20									49	\$ 7,894.33
	38	Traffic Signal Interconnection Plan			1						28	20									49	\$ 7,894.33
	39	Miscellaneous Traffic Signal Details			1						8	8									17	\$ 2,704.01
	40	Traffic Signal Standards			1						2										3	\$ 556.63
	41	Signage and Markings Plan			1				20			20									41	\$ 8,132.73
	42	Summary of Small Signs			1				20			20									41	\$ 8,132.73
	43	Miscellaneous Signing Details			1				8												9	\$ 2,299.01
	44	Signing and Striping Standards			1						2										3	\$ 556.63
	45	EPIC			1							2									3	\$ 466.89
	46	SWP3 Notes			1							2									3	\$ 466.89
	47	SWP3 Plan			1				8			8									17	\$ 3,372.24
	48	Erosion and Sediment Control Standards			1				2			2									5	\$ 992.00
	50	List of Governing Specifications			1						4										5	\$ 914.68
	51	TxDOT Form 1002			1						1										2	\$ 377.61
	52	TxDOT Form 2443			1						1										2	\$ 377.61
	54	Engineer's Estimate			2						6										8	\$ 1,471.31
	57	Environmental Scope Development Tool			1											2					3	\$ 622.90
	58	Design Criteria			2						12										14	\$ 2,545.46
	67	Redlines showing quality control			1																1	\$ 198.58
	68	Utility Contact List			1																1	\$ 198.58

			Classification	Project Manager II	Project Manager I	Task Leader	ITS Planner II	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Design Technician	Intern	Senior Environmental Planner	Environmental Planner	GIS Analyst	Project Analyst	Document Controls	Total Hours	Total \$
			Loaded Rate	\$ 326.06	\$ 198.58	\$ 280.27	\$ 240.92	\$ 271.07	\$ 262.55	\$ 243.45	\$ 179.02	\$ 134.15	\$ 159.24	\$ 80.54	\$ 212.16	\$ 141.75	\$ 189.84	\$ 152.33	\$ 170.28		
		QA/QC			8				12	24	24	40	8						4	96	\$ 16,357.04
		60% Design Phase																			
	1	Cover Sheet										2								2	\$ 268.31
	2	Index			1						4									5	\$ 914.68
	3	General Notes (TxDOT Format)			2						6									8	\$ 1,471.31
	4	Summary of Quantities			4						9	30		4						47	\$ 6,752.31
	5	Construction Notes			2						2									4	\$ 665.47
	6	Typical Sections			2						8	24		4						38	\$ 5,371.19
	7	Site Plan			1						8									9	\$ 1,271.81
	8	Existing Conditions Plan			1						2	8								11	\$ 1,629.86
	9	Horizontal and Vertical Control Plan			1						3									4	\$ 735.66
	10	Narrative of Construction Sequencing			1				4			8	10							23	\$ 3,914.38
	11	Traffic Control Plan Standard Selection Table			1				4			8	8							21	\$ 3,595.91
	12	Traffic Control Plan			1				4			20	20							45	\$ 7,116.57
	13	Traffic Control Plan Standards			1				4			2	2							9	\$ 1,835.58
	14	Demolition Plan			1						7	24		4						36	\$ 4,993.59
	15	Horizontal Layout Plan			1						19	24		4						48	\$ 7,141.88
	16	Roadway Plan and Profile			1						19	24		4						48	\$ 7,141.88
	17	Roadway Grading Plan			1						19	24		4						48	\$ 7,141.88
	18	Curb Ramp and Sidewalk Layout Plan			1						11	36		6						54	\$ 7,480.60
	19	Roadway Miscellaneous Details			1						9	24		4						38	\$ 5,351.64
	20	Retaining Wall Plan and Profile			1				8		12	20								41	\$ 6,977.58
	21	Retaining Wall Details			1						8	10	10							29	\$ 5,278.00
	22	Retaining Wall Standards			1						8	10	10							29	\$ 5,278.00
	23	Boring Profiles			1						0	2								3	\$ 466.89
	24	Existing Utilities Plan			1						4	20								25	\$ 3,597.75
	25	ITS Key Map			1						2	16								19	\$ 2,702.09
	26	ITS Plan			1						80	160								241	\$ 35,985.07
	27	Fiber System Layout			1						16	40								57	\$ 8,429.11
	28	DMS/LMS Elevation Details			1					36	112	8		64						221	\$ 35,241.36
	29	ITS Ethernet Ring Architecture			1						2	4								7	\$ 1,093.25
	30	Fiber Schematic Layout			1						20	50								71	\$ 10,486.74
	31	ITS Fiber Termination Charts			1						12	20								33	\$ 5,029.94
	32	ITS Electrical Service Summary			1						12									13	\$ 2,346.88
	33	ITS Voltage Drop Calculations			1						24									25	\$ 4,495.17
	34	Typical ITS Diagram			1							16								17	\$ 2,345.04
	35	ITS High Mast CCTV Mounting Details			1							4								5	\$ 735.20
	36	ITS Standards			1						2	2								5	\$ 824.94
	37	Traffic Signal Plan			1						28	20								49	\$ 7,894.33
	38	Traffic Signal Interconnection Plan			1						28	20								49	\$ 7,894.33
	39	Miscellaneous Traffic Signal Details			1						8	8								17	\$ 2,704.01
	40	Traffic Signal Standards			1						2									3	\$ 556.63
	41	Signage and Markings Plan			1							20	20							41	\$ 6,066.35
	42	Summary of Small Signs			1							20	20							41	\$ 6,066.35
	43	Miscellaneous Signing Details			1								8							9	\$ 1,472.46
	44	Signing and Striping Standards			1						2									3	\$ 556.63
	45	EPIC			2							2								4	\$ 665.47
	46	SWP3 Notes			1							2								3	\$ 466.89
	47	SWP3 Plan			1							8	8							17	\$ 2,545.69
	48	Erosion and Sediment Control Standards			1							2	2							5	\$ 785.36
	49	Outline of Specifications			2						4									6	\$ 1,113.27
	50	List of Governing Specifications			2						4									6	\$ 1,113.27
	51	TxDOT Form 1002			1						1									2	\$ 377.61
	52	TxDOT Form 2443			1						1									2	\$ 377.61
	53	TxDOT Form 2229			1						1									2	\$ 377.61
	54	Engineer's Estimate			2						6									8	\$ 1,471.31
	55	TxDOT Form Estimate (TxDOTConnect)			2						6									8	\$ 1,471.31
	57	Environmental Scope Development Tool			1										2					3	\$ 622.90
	58	Design Criteria			2							12								14	\$ 2,545.46
	59	Complete action items report and complete review comment forms			1							8								9	\$ 1,630.78
	60	Engineer's Seal			1						1									2	\$ 377.61
	61	Contract time determination			1				4			4								9	\$ 1,785.41
	62	Certifications (ROW, Utilities, etc.)			1						1									2	\$ 377.61
	63	Temporary Road Closure Request			1						2									3	\$ 556.63
	64	Construction Speed Zone Request			1						2									3	\$ 556.63
	65	TOLR Registration Form			1						4									5	\$ 914.68
	67	Redlines showing quality control			1															1	\$ 198.58
	68	Utility Contact List			1															1	\$ 198.58
		QA/QC			8				12	24	24	40	8						4	96	\$ 16,357.04
		95% Design Phase																			
	1	Cover Sheet										1								1	\$ 134.15
	2	Index			1						1									2	\$ 377.61
	3	General Notes (TxDOT Format)			2						6									8	\$ 1,471.31
	4	Summary of Quantities			2						6	30		4						42	\$ 5,818.07
	5	Construction Notes			1						1									2	\$ 332.74
	6	Typical Sections			1						8	24		4						37	\$ 5,172.61
	7	Site Plan			1						8									9	\$ 1,271.81
	8	Existing Conditions Plan			1						1	3								5	\$ 780.07
	9	Horizontal and Vertical Control Plan			1						2									3	\$ 556.63
	10	Narrative of Construction Sequencing			1				4			8	10							23	\$ 3,914.38
	11	Traffic Control Plan Standard Selection Table			1				4			8	8							21	\$ 3,595.91
	12	Traffic Control Plan			1				4			20	20							45	\$ 7,116.57
	13	Traffic Control Plan Standards			1				2			1	1							5	\$ 1,017.08

			Classification	Project Manager II	Project Manager I	Task Leader	ITS Planner II	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Design Technician	Intern	Senior Environmental Planner	Environmental Planner	GIS Analyst	Project Analyst	Document Controls	Total Hours	Total \$
			Loaded Rate	\$ 326.06	\$ 198.58	\$ 280.27	\$ 240.92	\$ 271.07	\$ 262.55	\$ 243.45	\$ 179.02	\$ 134.15	\$ 159.24	\$ 80.54	\$ 212.16	\$ 141.75	\$ 189.84	\$ 152.33	\$ 170.28		
	14	Demolition Plan			1							3	12							20	\$ 2,667.65
	15	Horizontal Layout Plan			1							14	24							43	\$ 6,246.76
	16	Roadway Plan and Profile			1							14	24							43	\$ 6,246.76
	17	Roadway Grading Plan			1							14	24							43	\$ 6,246.76
	18	Curb Ramp and Sidewalk Layout Plan			1							10	30							47	\$ 6,496.66
	19	Roadway Miscellaneous Details			1							8	24							37	\$ 5,172.61
	20	Retaining Wall Plan and Profile			1					12	24	32								69	\$ 11,709.53
	21	Retaining Wall Details			1					16	24	40								81	\$ 13,756.58
	22	Retaining Wall Standards			1					1	2	4								8	\$ 1,336.70
	23	Boring Profiles			1							2								3	\$ 466.89
	24	Existing Utilities Plan			1							4	20							25	\$ 3,597.75
	25	ITS Key Map			1							2	16							19	\$ 2,703.09
	26	ITS Plan			1							100	200							301	\$ 44,931.69
	27	Fiber System Layout			1							16	40							57	\$ 8,429.11
	28	DMS/LMS Elevation Details			1					16	72	40								129	\$ 22,349.76
	29	ITS Ethernet Ring Architecture			1							8	4							13	\$ 2,167.39
	30	Fiber Schematic Layout			1							32	80							113	\$ 16,659.63
	31	ITS Fiber Termination Charts			1							16	16							33	\$ 5,209.43
	32	ITS Electrical Service Summary			1							20								21	\$ 3,779.07
	33	ITS Voltage Drop Calculations			1							20								21	\$ 3,779.07
	34	Typical ITS Diagram			1								16							17	\$ 2,345.04
	35	ITS High Mast CCTV Mounting Details			1								4							5	\$ 735.20
	36	ITS Standards			1							2	2							5	\$ 824.94
	37	Traffic Signal Plan			1							48	40							89	\$ 14,157.89
	38	Traffic Signal Interconnection Plan			1							48	40							89	\$ 14,157.89
	39	Miscellaneous Traffic Signal Details			1							8								17	\$ 2,704.01
	40	Traffic Signal Standards			1							2								3	\$ 556.63
	41	Signage and Markings Plan including the following items:			1							0	20	20						41	\$ 6,066.35
	42	Summary of Small Signs			1							0	20	20						41	\$ 6,066.35
	43	Miscellaneous Signage Details			1							0		8						9	\$ 1,472.46
	44	Signage and Striping Standards			1							2								3	\$ 556.63
	45	EPIC			1								2							3	\$ 466.89
	46	SWP3 Notes			1								2							3	\$ 466.89
	47	SWP3 Plan			1								8	8						17	\$ 2,545.69
	48	Erosion and Sediment Control Standards			1								1	1						3	\$ 491.97
	49	Outline of Specifications			1							4								5	\$ 914.68
	50	List of Governing Specifications			1							4								5	\$ 914.68
	51	TxDOT Form 1002			1							1								2	\$ 377.61
	52	TxDOT Form 2443			1							1								2	\$ 377.61
	53	TxDOT Form 2229			1							1								2	\$ 377.61
	54	Engineer's Estimate			1							6								7	\$ 1,272.73
	55	TxDOT Form Estimate (TxDOTConnect)			1							6								7	\$ 1,272.73
	56	City Bid Tabulation Form			1							12								13	\$ 2,346.88
	57	Environmental Scope Development Tool			1											2				3	\$ 622.90
	58	Design Criteria			1							4								5	\$ 914.68
	59	Complete action items report and complete review comment forms			1							8								9	\$ 1,630.78
	60	Engineer's Seal			1							1								2	\$ 377.61
	61	Contract time determination			1				4				4							9	\$ 1,785.41
	62	Certifications (ROW, Utilities, etc.)			1							1								1	\$ 179.02
	63	Temporary Road Closure Request			1							2								3	\$ 556.63
	64	Construction Speed Zone Request			1							2								3	\$ 556.63
	65	TDLR Registration Form			1							2								3	\$ 556.63
	66	Performance end date			1							4								5	\$ 914.68
	67	Redlines showing quality control			1															1	\$ 198.58
	68	Utility Contact List			1															1	\$ 198.58
		QA/QC			8					12	24	40	8						4	96	\$ 16,357.04
		100% Design Phase																			
	1	Cover Sheet											1							1	\$ 134.15
	2	Index			1							2								3	\$ 556.63
	3	General Notes (TxDOT Format)			1							6								7	\$ 1,272.73
	4	Summary of Quantities			1							6	30		4					41	\$ 5,619.48
	5	Construction Notes			1								2							3	\$ 466.89
	6	Typical Sections			1							8	24		4					37	\$ 5,172.61
	7	Site Plan			1								8							9	\$ 1,271.81
	8	Existing Conditions Plan			1							2	8							11	\$ 1,629.86
	9	Horizontal and Vertical Control Plan			1							2								3	\$ 556.63
	10	Narrative of Construction Sequencing			1				4				8	10						23	\$ 3,914.38
	11	Traffic Control Plan Standard Selection Table			1				4				8	8						21	\$ 3,595.91
	12	Traffic Control Plan			1				4				20	20						45	\$ 7,116.57
	13	Traffic Control Plan Standards			1				4				2	2						9	\$ 1,835.58
	14	Demolition Plan			1							3	12		4					20	\$ 2,667.65
	15	Horizontal Layout Plan			1							12	24		4					41	\$ 5,888.71
	16	Roadway Plan and Profile			1							12	24		4					41	\$ 5,888.71
	17	Roadway Grading Plan			1							12	24		4					41	\$ 5,888.71
	18	Curb Ramp and Sidewalk Layout Plan			1							10	24		6					41	\$ 5,691.74
	19	Roadway Miscellaneous Details			1							8	24		4					37	\$ 5,172.61
	20	Retaining Wall Plan and Profile			1					12	24	32								69	\$ 11,709.53
	21	Retaining Wall Details			1					8	16	24								49	\$ 8,230.29
	22	Retaining Wall Standards			1							2	2							5	\$ 824.94
	23	Boring Profiles			1								1							2	\$ 332.74
	24	Existing Utilities Plan			1							4	20							25	\$ 3,597.75
	25	ITS Key Map			1							2	16							19	\$ 2,703.09

			Classification	Project Manager II	Project Manager I	Task Leader	ITS Planner II	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Design Technician	Intern	Senior Environmental Planner	Environmental Planner	GIS Analyst	Project Analyst	Document Controls	Total Hours	Total \$
			Loaded Rate	\$ 326.06	\$ 198.58	\$ 280.27	\$ 240.92	\$ 271.07	\$ 262.55	\$ 243.45	\$ 179.02	\$ 134.15	\$ 159.24	\$ 80.54	\$ 212.16	\$ 141.75	\$ 189.84	\$ 152.33	\$ 170.28		
	26	ITS Plan			1						100	200								301	\$ 44,931.69
	27	Fiber System Layout			1						16	40								57	\$ 8,429.11
	28	DMS/LMS Elevation Details			1					6	26	20								53	\$ 8,997.01
	29	ITS Ethernet Ring Architecture			1						8	4								13	\$ 2,167.39
	30	Fiber Schematic Layout			1						32	80								113	\$ 16,659.63
	31	ITS Fiber Termination Charts			1						16	16								33	\$ 5,209.43
	32	ITS Electrical Service Summary			1						20									21	\$ 3,779.07
	33	ITS Voltage Drop Calculations			1						20									21	\$ 3,779.07
	34	Typical ITS Diagram			1							8								9	\$ 1,271.81
	35	ITS High Mast CCTV Mounting Details			1							4								5	\$ 735.20
	36	ITS Standards			1						2	2								5	\$ 824.94
	37	Traffic Signal Plan			1						48	40								89	\$ 14,157.89
	38	Traffic Signal Interconnection Plan			1						48	40								89	\$ 14,157.89
	39	Miscellaneous Traffic Signal Details			1						8	8								17	\$ 2,704.01
	40	Traffic Signal Standards			1						2									3	\$ 556.63
	41	Signage and Markings Plan			1							20	20							41	\$ 6,066.35
	42	Summary of Small Signs			1							20	20							41	\$ 6,066.35
	43	Miscellaneous Signing Details			1								8							9	\$ 1,472.46
	44	Signing and Striping Standards			1						2									3	\$ 556.63
	45	EPIC			1							2								3	\$ 466.89
	46	SWP3 Notes			1							2								3	\$ 466.89
	47	SWP3 Plan										4	4							8	\$ 1,173.55
	48	Erosion and Sediment Control Standards										1								1	\$ 134.15
	49	Outline of Specifications			1						4									5	\$ 914.68
	50	List of Governing Specifications			1						4									5	\$ 914.68
	51	TxDOT Form 1002			1						1									2	\$ 377.61
	52	TxDOT Form 2443			1						1									2	\$ 377.61
	53	TxDOT Form 2229			1						1									2	\$ 377.61
	54	Engineer's Estimate			1						6									7	\$ 1,272.73
	55	TxDOT Form Estimate (TxDOTConnect)			1						6									7	\$ 1,272.73
	56	City Bid Tabulation Form			1						12									13	\$ 2,346.88
	57	Environmental Scope Development Tool			1											2				3	\$ 622.90
	58	Design Criteria			1						4									5	\$ 914.68
	59	Complete action items report and complete review comment forms			1						8									9	\$ 1,630.78
	60	Engineer's Seal			1						1									2	\$ 377.61
	61	Contract time determination			1				4			4								9	\$ 1,785.41
	62	Certifications (ROW, Utilities, etc.)			1						1									2	\$ 377.61
	63	Temporary Road Closure Request			1						2									3	\$ 556.63
	64	Construction Speed Zone Request			1						2									3	\$ 556.63
	65	TOLR Registration Form			1						4									5	\$ 914.68
	66	Performance and date			1						4									5	\$ 914.68
	67	Redlines showing quality control			1															1	\$ 198.58
	68	Utility Contact List			1															1	\$ 198.58
		QA/QC			8				12		24	40	8						4	96	\$ 16,357.04
		RTL Design Phase																			
	1	Cover Sheet										1								1	\$ 134.15
	2	Index			1															1	\$ 198.58
	3	General Notes (TxDOT Format)									4									5	\$ 914.68
	4	Summary of Quantities			1						6	30			4					41	\$ 5,619.48
	5	Construction Notes			1							2								3	\$ 466.89
	6	Typical Sections			1						8	24			4					37	\$ 5,172.61
	7	Site Plan			1							4								5	\$ 735.20
	8	Existing Conditions Plan			1						1	4								6	\$ 914.22
	9	Horizontal and Vertical Control Plan			1						2									3	\$ 556.63
	10	Narrative of Construction Sequencing			1				2			4	4							11	\$ 1,897.25
	11	Traffic Control Plan Standard Selection Table			1				2			4	4							11	\$ 1,897.25
	12	Traffic Control Plan			1				2			4	4							11	\$ 1,897.25
	13	Traffic Control Plan Standards							1			2	2							5	\$ 849.33
	14	Demolition Plan			1						6	24			4					35	\$ 4,814.56
	15	Horizontal Layout Plan			1						12	24			4					41	\$ 5,888.71
	16	Roadway Plan and Profile			1						12	24			4					41	\$ 5,888.71
	17	Roadway Grading Plan			1						12	24			4					41	\$ 5,888.71
	18	Curb Ramp and Sidewalk Layout Plan			1						10	24			6					41	\$ 5,691.74
	19	Roadway Miscellaneous Details			1						8	24			4					37	\$ 5,172.61
	20	Retaining Wall Plan and Profile								4	8	61								74	\$ 10,787.95
	21	Retaining Wall Details								4	12	20								37	\$ 6,003.76
	22	Retaining Wall Standards			1						2	2								5	\$ 824.94
	23	Boring Profiles			1							1								2	\$ 332.74
	24	Existing Utilities Plan			1															1	\$ 198.58
	25	ITS Key Map			1						2	16								19	\$ 2,703.09
	26	ITS Plan			1						40	80								121	\$ 18,091.83
	27	Fiber System Layout			1						16	32								49	\$ 7,355.88
	28	DMS/LMS Elevation Details			1					6	22	16								45	\$ 7,744.30
	29	ITS Ethernet Ring Architecture			1						4	4								9	\$ 1,451.29
	30	Fiber Schematic Layout			1						32	40								73	\$ 11,293.50
	31	ITS Fiber Termination Charts			1						8	16								25	\$ 3,777.23
	32	ITS Electrical Service Summary			1						12									13	\$ 2,346.88
	33	ITS Voltage Drop Calculations			1						12									13	\$ 2,346.88
	34	Typical ITS Diagram			1							4								5	\$ 735.20
	35	ITS High Mast CCTV Mounting Details			1							4								5	\$ 735.20
	36	ITS Standards			1						2	2								5	\$ 824.94
	37	Traffic Signal Plan			1						24	20								45	\$ 7,178.24
	38	Traffic Signal Interconnection Plan			1						24	20								45	\$ 7,178.24



			Classification	Project Manager II	Project Manager I	Task Leader	ITS Planner II	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Design Technician	Intern	Senior Environmental Planner	Environmental Planner	GIS Analyst	Project Analyst	Document Controls	Total Hours	Total \$
			Loaded Rate	\$ 326.06	\$ 198.58	\$ 280.27	\$ 240.92	\$ 271.07	\$ 262.55	\$ 243.45	\$ 179.02	\$ 134.15	\$ 159.24	\$ 80.54	\$ 212.16	\$ 141.75	\$ 189.84	\$ 152.33	\$ 170.28		
		39	Miscellaneous Traffic Signal Details		1						8	4								13	\$ 2,167.39
		40	Traffic Signal Standards		1						2									2	\$ 556.63
		41	Signage and Markings Plan		1							10	20							31	\$ 4,724.82
		42	Summary of Small Signs		1							10	20							31	\$ 4,724.82
		43	Miscellaneous Signing Details		1								8							9	\$ 1,472.46
		44	Signing and Striping Standards		1						2									3	\$ 556.63
		45	EPIC		1							2								3	\$ 466.89
		46	SWP3 Notes		1							2								3	\$ 466.89
		47	SWP3 Plan		1							8	8							17	\$ 2,545.69
		48	Erosion and Sediment Control Standards									1								1	\$ 134.15
		49	Outline of Specifications		1						4									5	\$ 914.68
		50	List of Governing Specifications		1						4									5	\$ 914.68
		51	TxDOT Form 1002		1						1									2	\$ 377.61
		52	TxDOT Form 2443		1						1									2	\$ 377.61
		53	TxDOT Form 2229		1						1									2	\$ 377.61
		54	Engineer's Estimate		1						6									7	\$ 1,272.73
		55	TxDOT Form Estimate (TxDOTConnect)		1						6									7	\$ 1,272.73
		56	City Bid Tabulation Form		1						12									13	\$ 2,346.88
		57	Environmental Scope Development Tool		1										2					3	\$ 622.90
		58	Design Criteria		1						4									5	\$ 914.68
		59	Complete action items report and complete review comment forms		1						8									9	\$ 1,630.78
		60	Engineer's Seal		1						1		2							2	\$ 377.61
		61	Contract time determination						2				2							4	\$ 793.41
		62	Certifications (ROW, Utilities, etc.)								1									1	\$ 179.02
		63	Temporary Road Closure Request								1									1	\$ 179.02
		64	Construction Speed Zone Request		1						2									3	\$ 556.63
		65	ITDLR Registration Form								2									2	\$ 358.05
		66	Performance end date		1						4									5	\$ 914.68
		67	Redlines showing quality control		1															1	\$ 198.58
		68	Utility Contact List		1															1	\$ 198.58
			QA/QC		8				12		24	40	8						4	96	\$ 16,357.04
	C		Safety Review																		
		1	Create pdf package of TCP		2						4	4	4							14	\$ 2,286.82
		2	Submit TCP documents for review		1															1	\$ 198.58
		3	Address comments and resubmit final pdf package of TCP		2						8	20	20							50	\$ 7,697.13
		4	Attend Safety Review Meeting (virtual meeting, PM and up to 2 local staff)		4						4									8	\$ 1,510.43
			QA/QC		4						4	4	4						2	18	\$ 3,024.55
	D		District Design Reviews																		
		1	Attend 30% District Design Review		2						2									4	\$ 755.22
		2	Attend 60% District Design Review		2						2									4	\$ 755.22
		3	Attend 95% District Design Review		2						2									4	\$ 755.22
		4	Attend 100% District Design Review		2						2									4	\$ 755.22
1.5	<b>Surveys</b>																				
	A		Safety Plan of Action coordination with Subconsultant		4						4									8	\$ 1,510.43
	B		Geophysical permit coordination with Subconsultant		4						4									8	\$ 1,510.43
	C		Clearance from federal agencies coordination with Subconsultant		4						4									8	\$ 1,510.43
			General coordination and QAQC of Subconsultant's work		12						8									20	\$ 3,815.20
1.6	<b>Utility Investigation</b>																				
			General coordination and QAQC of Subconsultant's work		12						6									18	\$ 3,457.15
1.7	<b>Utility Coordination</b>																				
			Review of Subconsultant's workplan		2															2	\$ 397.17
	A		Meet with City and perform on-site inspection								4									4	\$ 716.10
	B		Coordinate activities with City		8						8									16	\$ 3,020.87
	C		Utility coordination meetings (20 meetings)								20									20	\$ 3,580.49
	D		Coordinate drawings with visual utilities		8						8									16	\$ 3,020.87
	E		Provide initial project notification letters		8						8									16	\$ 3,020.87
	F		Electrical service coordination								40									40	\$ 7,160.98
	G		Utility Contact List Review		8						8									16	\$ 3,020.87
			General coordination and QAQC of Subconsultant's work		12						8									20	\$ 3,815.20
1.8	<b>Geotechnical Borings and Investigation</b>																				
	A		Safety Plan of Action coordination with Subconsultant		4						4									8	\$ 1,510.43
	B		Geophysical permit coordination with Subconsultant		4						4									8	\$ 1,510.43
	C		Clearance from federal agencies coordination with Subconsultant		4						4									8	\$ 1,510.43
			General coordination and QAQC of Subconsultant's work		12						8									20	\$ 3,815.20
1.9	<b>Environmental Clearance</b>																				
	A		GSA and CBP Reporting and Coordination		2										8					10	\$ 2,094.45
	B		Data Collection and Field Reconnaissance		2										24	20	60			108	\$ 20,366.45
	C		Constraints Analysis and Mapping		2										24	20	40			90	\$ 16,966.83
	D		Categorical Exclusion Checklist		2										8	8				20	\$ 3,880.55
	E		Environmental Technical Analyses		2										88	60				154	\$ 28,621.36
1.10	<b>System Requirements</b>																				
	A		Coordination meetings with TTI and City IT Department		6	6	12	12												36	\$ 9,402.24
1.11	<b>See Hourly Billing Rates Fee Table for this section</b>																				
1.12	<b>See Hourly Billing Rates Fee Table for this section</b>																				

Classification				Project Manager II	Project Manager I	Task Leader	ITS Planner II	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Design Technician	Intern	Senior Environmental Planner	Environmental Planner	GIS Analyst	Project Analyst	Document Controls	Total Hours	Total \$
Loaded Rate				\$ 326.06	\$ 198.58	\$ 280.27	\$ 240.92	\$ 271.07	\$ 262.55	\$ 243.45	\$ 179.02	\$ 134.15	\$ 159.24	\$ 80.54	\$ 212.16	\$ 141.75	\$ 189.84	\$ 152.33	\$ 170.28		
Total Hours				71	683	90	25	12	241	145	2714	3829	454	220	162	108	100	50	22	8866	
Total \$				\$ 23,150.53	\$ 135,632.66	\$ 8,408.17	\$ 6,023.09	\$ 3,252.81	\$ 63,275.48	\$ 35,300.96	\$ 485,872.40	\$ 513,672.97	\$ 72,292.75	\$ 17,718.36	\$ 34,369.94	\$ 15,308.66	\$ 18,983.96	\$ 7,616.59	\$ 3,746.17		\$ 1,444,625.51
				HNTB Total Lump Sum Labor \$																	\$ 1,444,625.51
				HNTB Total Expenses \$																	\$ 16,348.00
				HNTB Total Lump Sum Fee \$																	\$ 1,460,973.51

**HNTB - HOURLY BILLING RATES**

			Classification	Project Manager II	Project Manager I	Task Leader	Project Engineer	Design Engineer	EIT	Scheduler	Project Analyst	Document Controls	Total Hours	Total \$
			Loaded Rate	\$ 326.06	\$ 198.58	\$ 280.27	\$ 243.45	\$ 179.02	\$ 134.15	\$ 170.28	\$ 152.33	\$ 170.28		
1.2	<b>Project Management</b>													
	A		Prepare monthly progress reports (up to 22 reports)	11	22	22							55	\$ 14,121.53
	B		Prepare and submit monthly invoices (up to 22 invoices)							22	110	22	154	\$ 24,248.84
1.11	<b>Bidding</b>													
	A													
		1	Provide complete sealed set of plans		1			2	2				5	\$ 824.94
		2	Provide complete sealed set of technical specifications and list of governing specifications		1			1					2	\$ 377.61
		3	Provide unit price bid proposal form		1			1					2	\$ 377.61
		4	Provide detailed cost estimate		1			1					2	\$ 377.61
		5	Provide Construction Time Determination		1			1					2	\$ 377.61
	B													
		1	Respond to questions from prospective bidders (up to 10 questions)					10					10	\$ 1,790.24
		2	Attend a pre-bid conference meeting (1 meeting, 2 local staff)		2			2					4	\$ 755.22
		3	Prepare addendums (up to 30 sheets)		4			20	40				64	\$ 9,740.96
	C													
		1	Engineer's cost estimate line item review		4			20	20				44	\$ 7,057.89
		2	Engineer's bid tab review and recommendation letter		4			4					8	\$ 1,510.43
1.12	<b>Construction</b>													
	A		Attend a pre-construction meeting (1 meeting, 2 local staff)		1			1					2	\$ 377.61
	B		Attend partnering meeting (1 meeting, 2 local staff)		1			1					2	\$ 377.61
	C		Attend field meetings and make visits to site (1 local staff with 18 meetings and 18 visits)					18					18	\$ 3,222.44
	D		Calculate quantities and assist the Owner in preparing change orders (assume up to 20 change orders)		8			20					28	\$ 5,169.16
	E		Review and approval of shop drawings (assume up to 30)		15		15	30					60	\$ 12,001.31
	F		Respond to requests for information (RFIs) (assume up to 50)		25			50					75	\$ 13,915.82
	G		Provide redesign, which will include changes to the affected plan (assume up to 5 redesigns, up to 5 sheets per redesign)		4			30	30				64	\$ 10,189.67
	H		Participate in "punch list" inspection and provide one (1) punch list to Owner (1 field visit per location, 1 local staff)					8					8	\$ 1,432.20
	I		Produce and provide one (1) set of Record Drawings		2			8	40				50	\$ 7,195.49
	J		Provide letter confirming project has been constructed to plans		1			1					2	\$ 377.61
	K		TTI and City IT Department Coordination											
		1	Two (2) TTI Coordination Meetings	2	2	4							8	\$ 2,170.38
		2	Two (2) City IT Department Coordination Meetings	2	2	4							8	\$ 2,170.38
<b>Total Hours</b>				15	102	30	15	229	132	22	110	22	677	
<b>Total \$</b>				\$ 4,890.96	\$ 20,255.54	\$ 8,408.17	\$ 3,651.82	\$ 40,996.60	\$ 17,708.24	\$ 3,746.17	\$ 16,756.51	\$ 3,746.17		\$ 120,160.16
<b>HNTB Total Hourly Billing Rates Labor \$</b>														<b>\$ 120,160.16</b>

HNTB - OTHER DIRECT EXPENSES				
Other Direct Expenses	Unit	Unit Cost	Units	Total \$
Lodging/Hotel - Taxes and Fees	day/person	\$ 30.00	10	\$ 300.00
Lodging/Hotel (Taxes/fees not included)	day/person	\$ 98.00	10	\$ 980.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	\$ 59.00	20	\$ 1,180.00
Mileage	mile	\$ 0.625	800	\$ 500.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	\$ 1,000.00	10	\$ 10,000.00
Taxi/Cab fare	each/person	\$ 45.00	10	\$ 450.00
Photocopies B/W (8 1/2" X 11")	each	\$ 0.25	500	\$ 125.00
Photocopies B/W (11" X 17")	each	\$ 0.35	8,030	\$ 2,810.50
CDs/DVDs	each	\$ 2.50	1	\$ 2.50
HNTB Direct Expenses Total \$				\$16,348.00

FXSA - Lump Sum																
Classification	Program Manager/Principal	Quality Manager	Surveyor (RPLS) - Senior	Surveyor (RPLS) - Junior	Survey Technician (Surveyor-In-Training) - SIT	Survey Technician	Administrative/Clerical	Abstractor (Property Deed Researcher, Courthouse or Internet research)	Survey Supervisor (Crew Chief)	Survey Instrument Technician (Rodman)	SUE Field Coordinator	Senior Engineer	SUE Technician	SUE Designating Person	Total Hours	Total \$
	Loaded Rate	\$ 360.50	\$ 206.69	\$ 222.96	\$ 155.42	\$ 108.42	\$ 101.49	\$ 63.68	\$ 152.48	\$ 115.22	\$ 70.48	\$ 135.53	\$ 195.16	\$ 140.95	\$ 126.04	
1.1	<b>Project Management</b>															
	Prepare Monthly Progress Reports and Project Invoices				10	10		32				8	24			84 \$ 10,444.45
	Conference Call Meetings with Prime to Review Progress											32	32			64 \$ 10,582.33
	Prepare, distribute, and file both written and electronic correspondence							8					32			40 \$ 6,754.74
1.5	<b>Survey</b>															
	<b>Project Coordination</b>															
	Internal Project Kickoff Meeting and Coordination	1	1		1	1	1		1	1	1					8 \$ 1,270.70
	Safety Action Plan for City		4			10		4					18			18 \$ 2,165.73
	Safety Action Plan for TxDOT		4			10		4								18 \$ 2,165.73
	Right of Entry for Federal Facilities (5 Staff) (GSA, CBP and DPS )	1		1	1	1	1			1	1					7 \$ 1,134.48
	Clearance from federal agencies (5 staff)(GSA, CBP and DPS )	1		1	1	1	1			1	1					7 \$ 1,134.48
	Prepare Traffic Control Plan	1	1		1	1	1									4 \$ 831.04
	<b>NB BOTA Cargo Lanes</b>															
	Establish Horizontal Control - NAD83.TXSP Central Zone						1			2	2					5 \$ 472.87
	Establish Vertical Control - NAVD88.GEOID 2012A-Survey Feet						1			2	2					5 \$ 472.87
	Prepare signed, sealed and dated Horizontal and Vertical Control Plans with Index Sheet				2	2	4						8			8 \$ 933.62
	Review available design survey and Boundary/ROW as provided by City and TxDOT				1	2	8									11 \$ 1,184.15
	Deed, Plat and ROW Research						2	12								14 \$ 1,957.17
	Working Sketch					2	8									10 \$ 1,028.74
	Field Recon									8	8					16 \$ 1,485.54
	Conduct Boundary and ROW Determination - Depict Boundary and ROW lines on Drawing		1	2	4	4										11 \$ 1,373.43
	Locate visible utilities and those marked by 811									6	6					12 \$ 1,114.16
	Locate and depict topographical features and existing improvements									16	16					32 \$ 2,971.08
	Locate and depict existing drainage structures, culverts and manholes.									4	4					8 \$ 742.77
	Lidar Scan Project Area - Provide Client with Point Cloud		1			8				12	12					33 \$ 3,302.38
	Prepare a 3D and 2D Planimetric Survey - DWG and DGN	1	1	1	5	12	40									60 \$ 6,927.78
	Prepare a TIN drawing to display 1-foot contours					2	4									6 \$ 622.79
	Maps, plans, or sketches showing the results of field surveys (electronic pdf)			1	2			1								4 \$ 597.48
	Digital files or media acceptable by the City containing field survey data (ASCII Data files)				1			1								2 \$ 219.10
	Field survey notes (electronic pdf and hard copies)				1			1								2 \$ 219.10
	Quality Assurance / Quality Control		8													8 \$ 1,653.56
	<b>SB BOTA Lanes</b>															
	Establish Horizontal Control - NAD83.TXSP Central Zone						1			2	2					5 \$ 472.87
	Establish Vertical Control - NAVD88.GEOID 2012A-Survey Feet						1			2	2					5 \$ 472.87
	Prepare signed, sealed and dated Horizontal and Vertical Control Plans with Index Sheet				1	1	2									4 \$ 466.81
	Review available design survey and Boundary/ROW as provided by City and TxDOT				1	1	4									6 \$ 669.79
	Deed, Plat and ROW Research						2	8								10 \$ 1,347.24
	Working Sketch					1	4									5 \$ 514.37
	Field Recon									6	6					12 \$ 1,114.16
	Conduct Boundary and ROW Determination - Depict Boundary and ROW lines on Drawing		1	2	4	4										11 \$ 1,373.43
	Locate visible utilities and those marked by 811									2	2					4 \$ 371.39
	Locate and depict topographical features and existing improvements									8	8					16 \$ 1,485.54
	Locate and depict existing drainage structures, culverts and manholes.									2	2					4 \$ 371.39
	Lidar Scan Project Area - Provide Client with Point Cloud		1			4				6	6					17 \$ 1,754.54
	Prepare a 3D and 2D Planimetric Survey - DWG and DGN	1	1	1	2	4	24									33 \$ 3,970.36
	Prepare a TIN drawing to display 1-foot contours					1	2									3 \$ 311.40
	Maps, plans, or sketches showing the results of field surveys (electronic pdf)			1	2			1								4 \$ 597.48
	Digital files or media acceptable by the City containing field survey data (ASCII Data files)				1			1								2 \$ 219.10
	Field survey notes (electronic pdf and hard copies)				1			1								2 \$ 219.10
	Quality Assurance / Quality Control		4													4 \$ 826.78
	<b>SB Zaragoza Lanes</b>															
	Establish Horizontal Control - NAD83.TXSP Central Zone						1			2	2					5 \$ 472.87
	Establish Vertical Control - NAVD88.GEOID 2012A-Survey Feet						1			2	2					5 \$ 472.87
	Prepare signed, sealed and dated Horizontal and Vertical Control Plans with Index Sheet				1	1	2									4 \$ 466.81
	Review available design survey and Boundary/ROW as provided by City and TxDOT				1	1	4									6 \$ 669.79
	Deed, Plat and ROW Research						2	8								10 \$ 1,347.24
	Working Sketch					1	4									5 \$ 514.37
	Field Recon									6	6					12 \$ 1,114.16
	Conduct Boundary and ROW Determination - Depict Boundary and ROW lines on Drawing		1	2	4	4										11 \$ 1,373.43
	Locate visible utilities and those marked by 811									2	2					4 \$ 371.39
	Locate and depict topographical features and existing improvements									8	8					16 \$ 1,485.54
	Locate and depict existing drainage structures, culverts and manholes.									2	2					4 \$ 371.39
	Lidar Scan Project Area - Provide Client with Point Cloud		1			4				6	6					17 \$ 1,754.54
	Prepare a 3D and 2D Planimetric Survey - DWG and DGN	1	1	1	2	4	24									33 \$ 3,970.36
	Prepare a TIN drawing to display 1-foot contours					1	2									3 \$ 311.40
	Maps, plans, or sketches showing the results of field surveys (electronic pdf)			1	2			1								4 \$ 597.48
	Digital files or media acceptable by the City containing field survey data (ASCII Data files)				1			1								2 \$ 219.10
	Field survey notes (electronic pdf and hard copies)				1			1								2 \$ 219.10
	Quality Assurance / Quality Control		4													4 \$ 826.78
	<b>1 Area (500x500 Sq/Ft)</b>															
	Establish Horizontal Control - NAD83.TXSP Central Zone						2			4	4					10 \$ 945.74
	Establish Vertical Control - NAVD88.GEOID 2012A-Survey Feet						2			4	4					10 \$ 945.74
	Prepare signed, sealed and dated Horizontal and Vertical Control Plans with Index Sheet				4	4	8									16 \$ 1,867.25

Classification	Program Manager/Principal	Quality Manager	Surveyor (RPLS) - Senior	Surveyor (RPLS) - Junior	Survey Technician (Surveyor-in-Training) - SIT	Survey Technician	Administrative/Clerical	Abstractor (Property Deed Researcher, Courthouse or Internet research)	Survey Supervisor (Crew Chief)	Survey Instrument Technician (Rodman)	SUE Field Coordinator	Senior Engineer	SUE Technician	SUE Designating Person	Total Hours	Total \$
Loaded Rate	\$ 360.50	\$ 206.69	\$ 222.96	\$ 155.42	\$ 108.42	\$ 101.49	\$ 63.68	\$ 152.48	\$ 115.22	\$ 70.48	\$ 135.53	\$ 195.16	\$ 140.95	\$ 125.04		
Review available design survey and Boundary/ROW as provided by City and TxDOT				2	4	16									22	\$ 2,368.31
Deed, Plat and ROW Research							4	24							28	\$ 3,914.35
Working Sketch					2	8									10	\$ 1,028.74
Field Recon									16	16					32	\$ 2,971.08
Conduct Boundary and ROW Determination - Depict Boundary and ROW lines on Drawing			1	4	8	8									21	\$ 2,523.89
Locate visible utilities and those marked by 811									12	12					24	\$ 2,228.31
Locate and depict topographical features and existing improvements									24	24					48	\$ 4,456.63
Locate and depict existing drainage structures, culverts and manholes.									8	8					16	\$ 1,485.54
Prepare a 3D and 2D Planimetric Survey - DWG and DGN	1	1	1	7	16	56									82	\$ 9,296.09
Prepare a TIN drawing to display 1-foot contours					2	8									10	\$ 1,028.74
Maps, plans, or sketches showing the results of field surveys (electronic pdf)																
Digital files or media acceptable by the City containing field survey data (ASCII Data files)			2	2			2								6	\$ 884.12
Field survey notes (electronic pdf and hard copies)				1			1								2	\$ 219.10
Quality Assurance / Quality Control				1			1								2	\$ 219.10
			16												16	\$ 3,307.12
1.6	Utility Investigation															
	Utility Quality Levels - See FXSA Unit Costs															
Management and Supervision of Subsurface Utility Engineering Activities	4										32	32			68	\$ 12,024.35
QA/QC Reviews		28					16				20	20			84	\$ 13,420.34
1.7	Utility Coordination															
Prepare and Coordinate Work Plan	1	4									32	32			69	\$ 11,769.61
Attend Initial Project Meeting			8								8	8			24	\$ 4,429.27
Document all Correspondence and Communications											32	32			64	\$ 10,582.33
Provide Initial Project Notification Letters											32	32	8	8	80	\$ 12,718.29
Obtain all Permits and Rights of Entry		4									32	32			68	\$ 11,409.11
Implement a schedule for Periodic Progress Meetings											24	24	8	8	64	\$ 10,072.71
Develop and Provide Utility Contact List/Utility Conflict Matrix		4									32	32			68	\$ 11,409.11
Coordinate with Local Utilities Committees											32	32	8	8	80	\$ 12,718.29
Schedule utility Coordination Meetings											32	32			64	\$ 10,582.33
Provide Utility Owners the General Characteristics and Footprint of Project												32			32	\$ 6,245.28
Total Hours	13	89	23	69	134	265	87	53	177	177	348	428	24	24	1911	
Total \$	\$ 4,686.55	\$ 18,395.85	\$ 5,128.10	\$ 10,723.70	\$ 14,528.52	\$ 26,894.02	\$ 5,540.42	\$ 8,081.65	\$ 20,393.20	\$ 12,474.43	\$ 47,165.45	\$ 83,530.58	\$ 3,382.90	\$ 3,024.99		\$ 263,950.36
																FXSA Total Labor \$ 263,950.36
																FXSA Total Expenses \$ 24,757.75
																FXSA Total Unit Costs \$ 7,275.00
																FXSA Total Fee \$ 295,983.11



<b>FXSA - OTHER DIRECT EXPENSES</b>				
<b>Other Direct Expenses</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Units</b>	<b>Total \$</b>
Photocopies B/W (8 1/2" X 11")	each	\$ 0.25	65	\$ 16.25
Photocopies B/W (11" X 17")	each	\$ 0.35	65	\$ 22.75
Photocopies Color (11" X 17")	each	\$ 1.25	65	\$ 81.25
Drawing Binders (variable depth for 11" X 17" paper)	each	\$ 35.00	5	\$ 175.00
CDs/DVDs	each	\$ 2.50	5	\$ 12.50
Trimble X7 Scanner	per day	\$ 650.00	3	\$ 1,950.00
TMA (1 TMA with Driver)	per day	\$ 1,250.00	10	\$ 12,500.00
TCP for Surveying Services	per day	\$ 1,000.00	10	\$ 10,000.00
<b>FXSA Direct Expenses Total \$</b>				<b>\$ 24,757.75</b>

<b>FXSA - Utility Engineering &amp; Coordination Services Unit Costs</b>				
<u>Services To Be Provided</u>	<u>Unit</u>	<u>Units</u>	<u>Rate</u>	<u>Total \$</u>
<u>SUE (Quality Level C and D)</u>				
Includes labor and equipment for records research, CADD, and mapping.	LF	10,000	\$ 0.68	\$ 6,800.00
<u>SUE (Quality Level B - Utility Designation)</u>				
Includes labor and equipment for records research, designating, engineering, surveying, CADD mapping and limited traffic control.	LF		\$ 1.55	\$ -
<u>SUE (Quality Level A - Utility Locate, Test Holes)</u>				
Includes labor and equipment for vacuum excavation, engineering, surveying, CADD, and limited traffic control. These prices reflect that a Quality Level B service has been provided.				
Level A: 0 to 5 ft.	each		\$ 1,075.00	\$ -
Level A: > 5 to 8 ft.	each		\$ 1,450.00	\$ -
Level A: > 8 to 13 ft.	each		\$ 1,800.00	\$ -
Level A: > 13 to 20 ft.	each		\$ 2,300.00	\$ -
Level A: > 20 ft.	VF		\$ 205.00	\$ -
<u>SUE Mobilization/Demobilization</u>				
These costs are intended to be a one-time expense compensation for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck (non-local)	Mile	100	\$ 4.75	\$ 475.00
<b>FXSA Unit Costs Total</b>				<b>\$ 7,275.00</b>

HVJ - Lump Sum									
Classification	Administrative/Clerical	Engineer - Principal	Engineer - Senior	Engineer (Project)	Engineer Technician	Engineer-In-Training	Total Hours	Total \$	
Loaded Rate	\$ 83.03	\$ 230.65	\$ 193.75	\$ 169.15	\$ 76.88	\$ 123.01			
1.1	<b>Project Management</b>								
	Monthly Reports (5 months)			5			5	\$ 845.73	
	Prepare and submit invoices	5					5	\$ 415.17	
	Right of Entry and Clearance from Federal Agencies	40					40	\$ 3,321.40	
1.8	<b>Geotechnical Borings and Investigation</b>								
	Safety Plan of Action					8	8	\$ 984.12	
	Geophysical Permit					8	8	\$ 984.12	
	Staking				10		10	\$ 768.84	
	Boring Layout					8	8	\$ 984.12	
	Field Coordination					8	8	\$ 984.12	
	Traffic Control Plans					12	12	\$ 1,476.18	
	Borehole Logging				40		40	\$ 3,075.37	
	Pavement Coring				40		40	\$ 3,075.37	
	Review Lab Samples and assign testing			2		4	6	\$ 830.35	
	Boring Logs Preparation					8	8	\$ 984.12	
	Foundation Design Recommendations					16	16	\$ 1,968.23	
	Draft Report		2	4			22	\$ 3,032.31	
	Final Report		2	4		8	16	\$ 2,509.50	
<b>Total Hours</b>		45	2	4	15	90	252		
<b>Total \$</b>		\$ 3,736.57	\$ 461.30	\$ 774.99	\$ 2,537.18	\$ 6,919.57	\$ 11,809.41		\$ 26,239.02
								<b>HVJ Total Labor \$</b>	<b>\$ 26,239.02</b>
								<b>HVJ Total Expenses \$</b>	<b>\$ 8,937.50</b>
								<b>HVJ Total Unit Costs \$</b>	<b>\$ 22,224.00</b>
								<b>HVJ Total Fee \$</b>	<b>\$ 57,400.52</b>

HVJ - OTHER DIRECT EXPENSES				
Other Direct Expenses	Unit	Unit Cost	Units	Total \$
Mileage	mile	0.625	300	187.50
TMA (1 TMA with Driver)	per day	1,250.00	7	8,750.00
HVJ Direct Expenses Total \$				\$8,937.50

HVJ - Unit Costs					
Services To Be Provided	Test Code	Unit	Consultant Proposal UC Rate	Units	Total \$
Concrete/AC Patch		per patch	\$ 375.00	6	\$ 2,250.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew) 6-in. diameter cores		Inch	\$ 21.00	24	\$ 504.00
Soil Boring/Rock Coring with TCP ( < 60 ft.)	Tex-132-E	LF	\$ 38.00	290	\$ 11,020.00
Stand By of Crew		hour	\$ 400.00	4	\$ 1,600.00
Unconfined Compressive Strength (Rock)	ASTM D2938	each	\$ 300.00	5	\$ 1,500.00
Unconfined Compressive Strength (Soil)	ASTM D2166	each	\$ 200.00	5	\$ 1,000.00
Liquid Limit of Soils (LL)	each	Tex-104-E	\$ 35.00	24	\$ 840.00
Plastic Limit of Soils (PL)	each	Tex-105-E	\$ 35.00	24	\$ 840.00
Mobilization/Demobilization of Drilling Rig	per mile		\$ 6.00	300	\$ 1,800.00
Determination of Moisture Content in Soils	each	Tex-103-E	\$ 14.00	30	\$ 420.00
Determining Percentage of Soils Finer than the 75 micrometer (No. 200 Sieve)	each	Tex-111-E	\$ 45.00	10	\$ 450.00
HVJ Unit Costs Total \$					\$ 22,224.00

HNTB - Rates				
Classification	Direct Labor Cost (Range)	Audited Overhead Rate	Profit	Hourly Billing Rate
Project Manager II	\$107 - \$130	146.94%	12.00%	\$ 326.06
Project Manager I	\$65 - \$79	146.94%	12.00%	\$ 198.58
Task Leader	\$92 - \$112	146.94%	12.00%	\$ 280.27
Quality Manager	\$89 - \$108	146.94%	12.00%	\$ 271.07
Senior Engineer	\$86 - \$105	146.94%	12.00%	\$ 262.55
Project Engineer	\$75 - \$97	146.94%	12.00%	\$ 243.45
Design Engineer	\$59 - \$75	146.94%	12.00%	\$ 179.02
EIT	\$44 - \$54	146.94%	12.00%	\$ 134.15
Intern	\$27 - \$33	146.94%	12.00%	\$ 80.54
Senior Environmental Planner	\$70 - \$85	146.94%	12.00%	\$ 212.16
Environmental Planner	\$47 - \$57	146.94%	12.00%	\$ 141.75
ITS Planner II	\$79 - \$96	146.94%	12.00%	\$ 240.92
Senior Design Technician	\$52 - \$64	146.94%	12.00%	\$ 159.24
GIS Analyst	\$62 - \$76	146.94%	12.00%	\$ 189.84
Scheduler	\$56 - \$68	146.94%	12.00%	\$ 170.28
Project Analyst	\$50 - \$61	146.94%	12.00%	\$ 152.33
Contract Administrator	\$28 - \$34	146.94%	12.00%	\$ 83.99
Document Controls	\$56 - \$68	146.94%	12.00%	\$ 170.28



FXSA - Rates				
Classification	Base Rate	Audited Overhead Rate	Profit	Hourly Billing Rate
Program Manager/Principal	\$ 127.88	156.28%	10.00%	\$ 360.50
Quality Manager	\$ 73.32	156.28%	10.00%	\$ 206.69
CADD Operator - Senior	\$ 35.00	156.28%	10.00%	\$ 98.67
CADD Operator - Junior	\$ 32.50	156.28%	10.00%	\$ 91.62
GIS Technician - Senior	\$ 38.46	156.28%	10.00%	\$ 108.42
GIS Technician - Junior	\$ 28.85	156.28%	10.00%	\$ 81.33
Surveyor (RPLS) - Senior	\$ 79.09	156.28%	10.00%	\$ 222.96
Surveyor (RPLS) - Junior	\$ 55.13	156.28%	10.00%	\$ 155.42
Survey Technician (Surveyor-In-Training) - SIT	\$ 38.46	156.28%	10.00%	\$ 108.42
Survey Technician	\$ 36.00	156.28%	10.00%	\$ 101.49
Administrative/Clerical	\$ 22.59	156.28%	10.00%	\$ 63.68
Abstractor (Property Deed Researcher, Courthouse or Internet research)	\$ 54.09	156.28%	10.00%	\$ 152.48
Survey Supervisor (Crew Chief)	\$ 40.87	156.28%	10.00%	\$ 115.22
Survey Instrument Technician (Rodman)	\$ 25.00	156.28%	10.00%	\$ 70.48
SUE Field Coordinator	\$ 48.08	156.28%	10.00%	\$ 135.53
Senior Engineer	\$ 69.23	156.28%	10.00%	\$ 195.16
SUE Technician	\$ 50.00	156.28%	10.00%	\$ 140.95
SUE Designating Person	\$ 44.71	156.28%	10.00%	\$ 126.04

HVJ - Rates				
Classification	Base Rate	Audited Overhead Rate	Profit	Hourly Billing Rate
Administrative/Clerical	\$ 27.00	177.06%	11.00%	\$ 83.03
Engineer - Principal	\$ 75.00	177.06%	11.00%	\$ 230.65
Engineer - Senior	\$ 63.00	177.06%	11.00%	\$ 193.75
Engineer (Design)	\$ 50.00	177.06%	11.00%	\$ 153.77
Engineer (Project)	\$ 55.00	177.06%	11.00%	\$ 169.15
Engineer Technician	\$ 25.00	177.06%	11.00%	\$ 76.88
Engineer Technician - Junior	\$ 18.00	177.06%	11.00%	\$ 55.36
Engineer Technician - Senior	\$ 35.00	177.06%	11.00%	\$ 107.64
Engineer-In-Training	\$ 40.00	177.06%	11.00%	\$ 123.01
Geologist - Junior	\$ 40.00	177.06%	11.00%	\$ 123.01
Geologist - Senior	\$ 50.00	177.06%	11.00%	\$ 153.77
Project Manager	\$ 60.00	177.06%	11.00%	\$ 184.52
CADD Operator	\$ 30.00	177.06%	11.00%	\$ 92.26

**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**DESIGN FOR INTELLIGENT TRANSPORTATION SYSTEM (ITS) INFRASTRUCTURE AT ZARAGOZA AND BRIDGE OF THE AMERICAS (BOTA) INTERNATIONAL PORTS OF ENTRY (POE)**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**REPORT/CONCEPT PHASE**

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

#### **PHASE I - PRELIMINARY DESIGN PHASE**

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

#### **PHASE II - PRE-FINAL DESIGN PHASE**

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.



### **PHASE III - FINAL DESIGN PHASE**

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

### **BIDDING PHASE**

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval

- authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
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 such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
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, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

### **ADDITIONAL SERVICES OF THE CONSULTANT**

#### **GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

#### **RESIDENT PROJECT SERVICES**

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.



## **ATTACHMENT “D” PAYMENT SCHEDULE**

For the project known as “**DESIGN FOR INTELLIGENT TRANSPORTATION SYSTEM (ITS) INFRASTRUCTURE AT ZARAGOZA AND BRIDGE OF THE AMERICAS (BOTA) INTERNATIONAL PORTS OF ENTRY (POE)**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed \$     for all Basic Services and reimbursables noted within the Agreement and its attachments.

### **PAYMENT SCHEDULE**

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

#### **Payment to Consultant**

##### **Lump Sum Payment to Consultant based on Task and Subtask Completion in accordance with Attachment B**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

**Reimbursable Costs:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant’s invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with the Owner’s fiscal year.

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

## **DELIVERABLE SCHEDULE**

### **CONCEPT PHASE**

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

### **PHASE II—PRE-FINAL DESIGN PHASE**

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to

proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### **PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

#### **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

**ATTACHMENT “E”  
INSURANCE CERTI**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2024

12/15/2022

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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich American Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX (A/C. No):</b> <b>NAIC #</b> 16535
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**COVERAGES** **CERTIFICATE NUMBER:** 18607214 **REVISION NUMBER:** XXXXXXXX

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO 0769451	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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	Y	N	BAP 0769452	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 0769453	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

RE: FOR PROPOSAL PURPOSES, HNTB JOB #74860. CITY OF EL PASO IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

**18607214**  
CITY OF EL PASO  
300 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

*Joseph M. Agnello*

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# ITS Infrastructure at Zaragoza & BOTA POE

## Design Award

Solicitation No: 2022-0599

January 31, 2023

**Strategic Plan Goal:**  
1) Cultivate an Environment Conducive to Strong Economic Development



# Project Details

Location:	Zaragoza and Bridge of the Americas POE
District(s):	All Districts
Total Budget:	\$2,034,517.00
Funding Source:	State Funding - Texas Mobility Fund

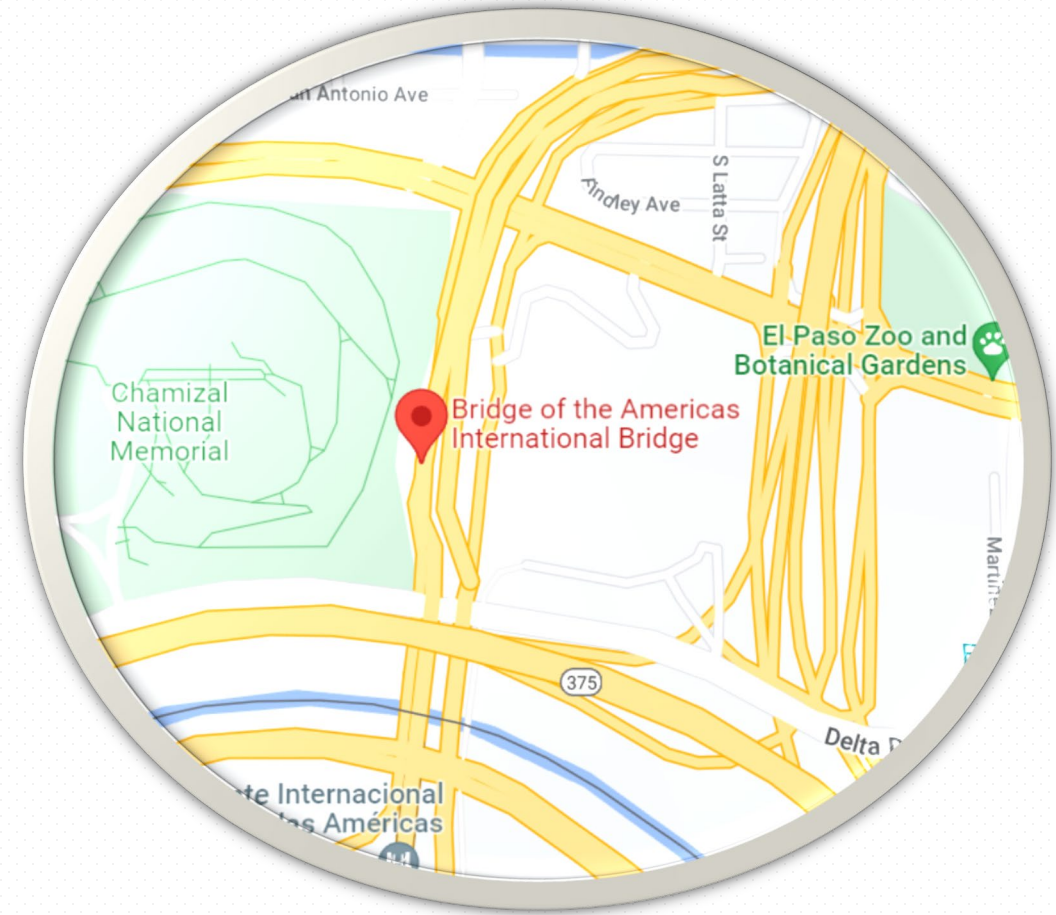


# Project Details

- This professional services agreement is to provide engineering design, planning, environmental clearance, and bidding and construction support for ITS improvements to improve traffic operations and expedite trade.



# Project Location



- Zaragoza & Bridge of the Americas POE

# Procurement Summary

- Issued Request for Qualifications on March 18, 2022
- Three (3) respondents provided Statements of Qualification (SOQ); all have local offices.
- Reviewed relative to qualifications and experience
- Recommendation
  - ✓ Award contract to HNTB Corporation, the most qualified and responsive consultant.



## Mission

Deliver exceptional services to support a high quality of life and place for our community



## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



## Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



## Misión

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

## Valores

Integridad, **R**espeto, **E**xcelencia,  
**R**esponsabilidad, **P**ersonas

## Visión

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





Legislation Text

File #: 23-152, Version: 4

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Fire, Jonathan P. Killings, (915) 493-5609

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

**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:**

Discussion and action on the award of Solicitation 2023-0026R Customer Service Call Center - Staffing & Management Service Operations to Datamark, Inc., for an initial three (3) year term for an estimated amount of \$5,997,809.40. The award also includes a three (3), one (1) year options for an estimated amount of \$5,997,809.40. The total value of the contract is, including the initial term plus the option, for a total of six (6) years, for an estimated amount of \$11,995,618.80. This contract will provide management and operation services which assist in managing the daily call volumes for multiple departments for the 311 phone line.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An annual increase of \$99,395.40, which represents a 5.23% increase due to increased hourly rates.

Department:	Fire
Vendor:	Datamark, Inc. El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	Three (3), one (1) year
Annual Estimated Award:	\$1,999,269.80
Initial Term Estimated Award:	\$5,997,809.40 (3 Years)
Total Estimated Award:	\$11,995,618.80 (6 Years)
Account No.:	322-520010-1000-22080-P2218 321-522150-2305-21610

	225-522150-2580-25100
	225-522150-2580-25140
Funding Source:	General Funds, Environmental Fees and Animal Services
District(s):	All

---

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Datamark, Inc. the highest ranked proposer based on evaluation factors established for this procurement. 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:** January 31, 2023

**PUBLIC HEARING DATE:** NA

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Jonathan P. Killings, Fire Chief, (915) 493-5609

K. Nicole Cote, Managing Director, Purchasing and Strategic Sourcing, (915) 212-1092

**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:**

Discussion and action on the award of solicitation 2023-0026R Customer Service Call Center - Staffing & Management Service Operations to Datamark, Inc., for an initial three (3) year term for an estimated amount of \$5,997,809.40. The award also includes a three (3), one (1) year options for an estimated amount of \$5,997,809.40. The total value of the contract is, including the initial term plus the option, for a total of six (6) years, for an estimated amount of \$11,995,618.80.

**BACKGROUND / DISCUSSION:**

This contract is to provide management and operation services for the Customer Service Call Center, which is designed to help manage the daily call volumes for multiple departments and answer the 311 phone line.

**SELECTION SUMMARY:**

Solicitation was advertised on October 11, 2022 and October 18, 2022. The solicitation was posted on City website on October 11, 2022. There were a total of five hundred and twenty one (521) viewers online; eleven (11) proposals were received; two (2) being local vendors.

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An annual increase of \$99,395.40, which represents a 5.23% increase due to increased hourly rates.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$5,997,809.40

Funding Source: 322-520010-1000-22080-P2218

321-522150-2305-21610

225-522150-2580-25100

225-522150-2580-25140

Account: General Funds, Environmental Fees and Animal Services

2023-0026R Customer Service Call Center - Staffing & Management Service Operations

Revised 2/23/2022-V2 – Previous Versions Obsolete

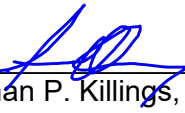
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Fire  
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

  
\_\_\_\_\_  
Fire Chief Jonathan P. Killings, El Paso Fire Department

**PROJECT FORM  
(RFP)**

\*\*\*\*\*

Please place the following item on the **REGULAR** agenda for the Council Meeting of **January 31, 2023**.

**STRATEGIC GOAL 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:**

Discussion and action on the award of solicitation 2023-0026R Customer Service Call Center - Staffing & Management Service Operations to Datamark, Inc., for an initial three (3) year term for an estimated amount of \$5,997,809.40. The award also includes a three (3), one (1) year options for an estimated amount of \$5,997,809.40. The total value of the contract is, including the initial term plus the option, for a total of six (6) years, for an estimated amount of \$11,995,618.80. This contract will provide management and operation services which assist in managing the daily call volumes for multiple departments for the 311 phone line.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An annual increase of \$99,395.40, which represents a 5.23% increase due to increased hourly rates.

Department:	Fire
Vendor:	Datamark, Inc. El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	Three (3), one (1) year
Annual Estimated Award:	\$1,999,269.80
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Total Estimated Award:	\$11,995,618.80 (6 Years)
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Funding Source:	General Funds, Environmental Fees and Animal Services
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Datamark, Inc. the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

\*\*\*\*\*

## CITY OF EL PASO RFP SCORESHEET

PROJECT: 2023-0026R Customer Service Call Center - Staffing &amp; Management Service Operations

## Evaluation of Submittal

		DATAMARK INC El Paso, TX	TTEC Holdings, Inc DBA TTEC Government Solutions, LLC Englewood, CO	Magellan Solutions USA, Inc Coppell, TX	22nd Century Tehnologies, Inc. McLean, VA	The Outsource Connection, Inc. El Paso, TX	The Convention Store, Inc. Millersville, MD	GC Parent, LLC DBA GC Services Limited Partnership Houston, TX	Senture, LLC London, KY	Tele Network DBA OneSupport San Marcos, TX	Group O, Inc DBA Group Marketing Solutions Millan, IL	Continuum Global Solutions, LLC DBA Continuum Government Solutions, LLC FKA Skyview SPV I, LLC Dallas, TX
	MAX POINTS											
<b>Factor A - Proposal Cost</b>												
	30	\$ 5,997,809.40	\$ 8,874,177.68	\$ 8,822,637.00	\$ 7,877,014.80	\$ 6,477,220.80	\$ 11,399,061.00	\$ 9,328,563.60	\$ 8,901,222.00	\$ 8,728,605.60	\$ 11,580,300.00	\$ 11,035,921.20
		30.00	20.28	20.39	22.84	27.78	15.79	19.29	20.21	20.61	15.54	16.30
<b>Factor B - Experience – Comparable Contracts</b>												
	15	13.57	13.71	12.71	7.93	8.86	12.00	14.29	13.29	10.50	13.00	8.57
<b>Factor C - References</b>												
	10	8.67	10.00	6.67	6.67	5.33	9.33	0.00	5.33	3.33	10.00	5.33
<b>Factor D - On-Site Personnel Experience and Qualifications</b>												
	15	14.00	12.57	13.14	14.00	9.14	12.43	13.86	13.00	9.29	8.71	6.57
<b>Factor E - Project Implementation</b>												
	20	16.57	17.14	18.71	17.43	16.14	15.57	17.43	9.43	16.29	12.14	15.57
<b>Factor F - Employee Medical Benefits &amp; Incentives</b>												
	10	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
<b>TOTAL SCORE</b>	<b>100</b>	<b>84.81</b>	<b>75.70</b>	<b>73.64</b>	<b>70.87</b>	<b>69.25</b>	<b>67.12</b>	<b>66.86</b>	<b>63.26</b>	<b>62.02</b>	<b>61.40</b>	<b>54.35</b>
<b>Rank</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>

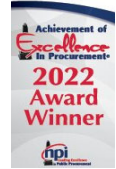




# CITY OF EL PASO

## REQUEST FOR PROPOSALS TABULATION FORM

### REVISED



**Bid Opening Date: November 16, 2022**

**Solicitation #: 2023-0026R**

**Project Name: Customer Call Center - Staffing & Management Service Operations**

**Department: Fire**

VENDOR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
22nd Century Technologies, Inc.	McLean, Virginia	YES
Continuum Global Solutions, LLC DBA Continuum Government Solutions, LLC FKA Skyview SPV I, LLC	Dallas, Texas	YES
DATAMARK INC	El Paso, Texas	YES
GC Parent, LLC DBA GC Services Limited Partnership	Houston, Texas	YES
Group O, Inc DBA Group Marketing Solutions	Millan, Illinois	YES
Magellan Solutions USA, Inc	Coppell, Texas	YES
Senture, LLC	London, Kentucky	YES
Tele Network DBA OneSupport	San Marcos, Texas	YES
The Convention Store, Inc.	Millersville, Maryland	YES
The Outsource Connection, Inc.	El Paso, Texas	YES
TTEC Holdings, Inc DBA TTEC Government Solutions, LLC	Englewood, Colorado	YES
RFPs SOLICITED: 521    LOCAL RFPs SOLICITED: 175    RFPs RECEIVED: 11    LOCAL RFPs RECEIVED: 2    NO BIDS: 6		

**NOTE:** The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved:           /s/            
 816 e: 12/20/2022

**2023-0026R Customer Call Center - Staffing Management Service Operations**

# Supplier Participation

## 2023-0026R

### Customer Service Call Center - Staffing & Management Service Operations

Issue Date: 10/11/2022

Questions Deadline: 10/26/2022 05:00 PM (MT)

Response Deadline: 11/9/2022 02:00 PM (MT)

#### Contact Information

Contact: Paula Salas  
Address: Purchasing & Strategic Sourcing  
City 1  
300 N. Campbell  
El Paso, TX 79901  
Phone: 1 (915) 2121192  
Email: [salasp@elpasotexas.gov](mailto:salasp@elpasotexas.gov)

#### External Invitation Summary

Invite Email	Auto Approve	Invitation Date	Email Status	Status	Status Date
CSENQUIRIES@HCL.COM	Yes	10/4/2022		Created	10/4/2022
CSEnquiries@hcl.com	Yes	10/4/2022		Created	10/4/2022
DWEINBERG@AIMLA.COM	Yes	10/4/2022		Created	10/4/2022
INFO@ALORICA.COM	Yes	10/4/2022		Created	10/4/2022
inquiry@apfco.com	Yes	10/4/2022		Created	10/4/2022
Marketing@Datamark.net	Yes	10/4/2022		Created	10/4/2022
Matt.Lochausen@datamark.net	Yes	10/4/2022		Created	10/4/2022
Michelle.Hayes@datamark.net	Yes	10/4/2022		Created	10/4/2022
OMBUDSMAN@TWC.TEXAS.GOV	Yes	10/4/2022		Created	10/4/2022
USACUSTOMERCARE@XEROX.COM	Yes	10/4/2022		Created	10/4/2022



Legislation Text

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File #: 23-99, Version: 1

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**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, K. Nicole Cote, (915) 212-1092

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

**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 7.5 - Set One Standard for Infrastructure Across the City.

**Award Summary:**

Discussion and action on the award of Solicitation 2023-0239 Ford Proprietary Parts and Service to Casa Ford, Inc., for a term of three (3) years for an estimated amount of \$2,055,000.00. This contract will allow for the purchase of Ford Proprietary parts and service for the Fleet Division.

**Contract Variance:**

There is no contract variance compared to the previous contract.

Department:	Streets and Maintenance
Vendor:	Casa Ford, Inc. El Paso, TX
Initial Term:	3 years
Annual Estimated Award:	\$685,000.00 (1 year)
Total Estimated Award:	\$2,055,000.00 (3 years)
Account No.:	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Non-Competitive, service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Casa Ford, Inc.

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

**AGENDA DATE:** January 31, 2023  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000  
K. Nicole Cote, Managing Director, (915) 212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 7 – Enhance and Maintain the City's Infrastructure Network

**SUBGOAL:** 7.5 – Set One Standard for Infrastructure Across the City

**SUBJECT:**

Discussion and action on the award of solicitation 2023-0239 Ford Proprietary Parts and Service to Casa Ford, Inc., for a term of three (3) years for an estimated amount of \$2,055,000.00.

**BACKGROUND / DISCUSSION:**

This contract will allow for the purchase of Ford Proprietary parts and service for the Fleet Division.

**SELECTION SUMMARY:**

As per Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy, "if a contract cannot be awarded after two competitive procurement/selection process, the requirement can be fulfilled by a non-competitive award. Prior solicitations 2022-0572, 2022-0751 and 2022-0904.

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$2,055,000.00

Funding Source: Internal Service Fund

Account: 532 – 3600 – 531210 – 37020 – P3701 (Parts)  
532 – 3600 – 531250 – 37020 – P3701 (Service)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES    NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

  
Richard J. Bristol, Streets and Maintenance Director

1-12-23

**COUNCIL PROJECT FORM  
(NON-COMPETITIVE)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR** agenda for the Council Meeting of **January 31, 2023.**

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

The linkage to the strategic plan is subsection 7.5 – Set One Standard for Infrastructure Across the City.

**Award Summary:**

Discussion and action on the award of solicitation 2023-0239 Ford Proprietary Parts and Service to Casa Ford, Inc., for a term of three (3) years for an estimated amount of \$2,055,000.00. This contract will allow for the purchase of Ford Proprietary parts and service for the Fleet Division.

**Contract Variance:**

There is no contract variance compared to the previous contract.

Department:	Streets and Maintenance
Vendor:	Casa Ford, Inc.
	El Paso, TX
Initial Term:	3 years
Annual Estimated Award:	\$685,000.00 (1 year)
Total Estimated Award:	\$2,055,000.00 (3 years)
Account No.:	532 – 3600 – 531210 – 37020 – P3701 (Parts)
	532 – 3600 – 531250 – 37020 – P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Non-Competitive, service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Casa Ford, Inc.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*





# 2023-0239 Ford Proprietary Parts and Service

Richard Bristol, Director, Streets and Maintenance

January 31, 2023





# Strategic Plan Goal:

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

*7.2: Improve competitiveness through infrastructure improvements impacting the quality of life*



# Purpose of Procurement

- The purpose of this contract is to purchase Ford brand name parts and services that are used to maintain the City's Fleet
- There are 1,566 Ford vehicles in the Fleet
- These parts and services are vital for the maintenance and repairs of the City's Fleet
- This is a non-competitive award as a result of two unsuccessful competitive procurement bids





# 2023-0239 Ford Proprietary Parts and Service

Contractor	Casa Ford
Award Amount	\$2,055,000
Term	3 years
Funding Source	Internal Service Fund
Account No.	532-3600-531210-37020-P3701 – Parts 532-3600-531250-37020-P3701 - Service



## Mission

Deliver exceptional services to support a high quality of life and place for our community

## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **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

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**File #: 23-57, Version: 2**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 8**

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

Planning and Inspections, Armida 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 granting a Special Privilege License to the County of El Paso for the construction, installation, maintenance, use and repair of 540 linear feet of all necessary, desirable, subsurface wires, cables, underground conduit, 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 Campbell Street and First Avenue; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

Location: generally, along a portion of First Avenue and Campbell Street

Applicant: County of El Paso, PSPN22-00007

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

**AGENDA DATE:** January 18, 2023

**PUBLIC HEARING DATE:** January 31, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Armida R. Martinez, (915) 212-1605

**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 granting a Special Privilege License to the County of El Paso for the construction, installation, maintenance, use and repair of 540 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 Campbell Street and First Avenue; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

Location: generally, along a portion of First Avenue and Campbell Street

Applicant: County of El Paso, PSPN22-00007

**BACKGROUND / DISCUSSION:**

This request is to provide internet services from the County Courthouse to a County facility located at 320 Campbell Street. This will provide for the installation of five (5) manholes, and 3" conduit for future connection of fiber optic services at this location. The Special Privilege license is generally located along a portion of First Avenue and Campbell Street and is fully detailed in the accompanying Special Privilege License.

**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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO THE COUNTY OF EL PASO FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, USE AND REPAIR OF 540 LINEAR FEET OF ALL NECESSARY, DESIRABLE, SUBSURFACE WIRES, CABLES, UNDERGROUND CONDUIT, 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 CAMPBELL STREET AND FIRST AVENUE; SETTING THE LICENSE TERM FOR A TERM OF FIVE YEARS (5) WITH TWO (2) RENEWABLE FIVE (5) YEAR TERMS.**

**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 **County of El Paso** (hereinafter referred to as the “Grantee”), to permit the construction, installation, maintenance, use and repair of five (5) manholes, and 3” conduit for fiber optics that will run 190 linear feet along Campbell Street and 350 linear feet along First Avenue for a total of 582 linear feet within a portion of public right-of-way as shown in *Exhibit “A”* which is made a part hereof for all purposes. Use of the City right-of-way shall be limited to the purpose of allowing the maintenance and repair of the fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances.

**SECTION 2. LICENSE AREA**

The subsurface rights granted herein under a portion of right-of-way along Campbell Street and First Avenue to maintain and repair fiber optics, communication cables, underground conduit, manholes or other structures and appurtenances are more particularly shown in Exhibit “A” which is made a part hereof for all purposes (hereinafter referred to as “License Area”). The cables, underground conduit, manholes or structures and appurtenances are to be installed within the parkway and sidewalk areas whenever feasible to reduce the necessity for pavement cuts and repairs to existing roadways while maintaining the five-foot separation from existing utilities. For the areas necessitating pavement cuts, the repairs and pavement cuts shall comply with the provisions of Chapter 13.04 (Street and Sidewalk Construction and Maintenance) and Chapter 13.08 (Excavations) of the El Paso City Code.

**SECTION 3. PURPOSE**

The only City right-of-way Grantee shall use pursuant to this License shall be License Area shown for the maintenance of the wires, cables, underground conduit described in Exhibit A attached hereto. Any use of the License Area other than in connection with the construction, use, maintenance, reconstruction, or modification of the existing fiber optics, communication cables, underground conduits or other structures and appurtenances is not authorized by this License. Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, his 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.

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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 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 Council.

#### **SECTION 4. REGULATION OF CONSTRUCTION**

The work done by Grantee in placing, constructing, replacing, repairing, reconstructing, or maintaining the fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal Communications Commission, and the U.S. Government that are applicable to the construction of the fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances. Work done in connection with the construction, repair and maintenance of such facilities is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the existing fiber optic, communication cables, underground conduits, or other structures and appurtenances built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the City right-of-way shall be so carried out as to interfere as little as practical with the surface use of the City right-of-way 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. After installation of the fiber optic, communication cables, underground conduits, manholes, or other structures and appurtenances, Grantee shall restore the City right-of-way to the same condition as before any such boring, excavation, or trenching and to the reasonable satisfaction of the City, in accordance with applicable City specifications.

Grantee covenants and agrees that Grantee shall, at its own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, its 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 the approval of the City.

For any additional work, the Grantee shall provide a set of complete engineering plans to El Paso Water showing the proposed work along the cable and conduit route for review and approval prior to any construction work, installation, maintenance, repair, and replacement. All existing water, sanitary sewer mains, reclaimed water mains and appurtenant structures located within the vicinity of the proposed fiber optic telecommunication cable and conduit shall be shown on the engineering plans in plan and profile view with dimensions and elevations.

For eight (8) inch diameter and smaller El Paso Water mains, a minimum horizontal distance of six (6) feet from edge of pipe to edge of proposed fiber optic cables is required. For twelve (12) inch diameter and larger El Paso Water mains, a minimum horizontal distance of ten (10) feet from edge of pipe to edge of fiber optic cable is required. The Contractor shall expose all mains with a diameter of 12-inches and greater with a non-destructive method. The exposures shall be conducted at the areas where the proposed conduit will cross the existing main, as well as at areas at the discretion of El Paso Water-PSB.

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If crossing El Paso Water mains, a minimum vertical separation of two (2) feet is required between our existing mains and the fiber optic cable.

Warning markers shall be placed to describe the type of lines buried.

The El Paso Water will assist with the location of water and sanitary sewer mains in the field. Please call the TEXAS EXCAVATION SAFETY SYSTEM (DIG TESS) at 1-800-344-8377 to request the assistance of our Field Engineering Personnel with the location of the City of El Paso's water and sanitary sewer mains. Please call with at least a 48-hour advance notice to request the field location of the existing water and sanitary sewer mains and appurtenances.

All costs associated with the exposures, repair, relocation, adjustment, or replacement of the City of El Paso's water and sanitary sewer mains and appurtenances are the responsibility of the applicant. In the event of emergencies, Grantee shall contact the El Paso Water field dispatcher.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances that is dangerous to life or property. Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate same, at the expense of Grantee. In the event City removes or abates the existing fiber optics, communications cables, underground conduits, manholes, or other structures and appurtenances as provided herein, Grantee shall not be compensated for the loss of the existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances, or revenues associated with the cables, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the cables.

#### **SECTION 5. TERM**

This Special Privilege shall be for a term of five (5) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for two (2) additional five (5) year terms upon the request of the Grantee. If Grantee wishes the City to renew 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 renewal of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

#### **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 conduits, 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

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City in, across, along, over or under the City right-of-way 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. The City shall not be liable to Grantee for any damage resulting therefrom, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances. If the City requires Grantee to alter, change, adapt, or relocate the existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances, due to imminent public safety concerns, because of changes in the grade of the City right-of-way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the City right-of-way, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances; provided, however, the City shall not be responsible nor liable for such reimbursement.

#### **SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS**

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 City right-of-way occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances, such alteration or change or relocation shall be made by Grantee when ordered in writing by the Traffic Engineer without any claim for reimbursement or damages against the City.

#### **SECTION 8. CONSIDERATION**

As consideration for this special Privilege License, the Grantee shall pay to the City THREE THOUSAND SEVEN HUNDRED TEN AND 00/100 DOLLARS (\$3,710.00) per 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 14 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the fiber optics, communication cables, underground conduit or other structures

**ORDINANCE NO.** \_\_\_\_\_

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and appurtenances as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. Payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

The fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, the ad valorem taxes, and assessments for public improvements except as hereinafter provided as may be enacted during the term of this License or any renewal. The fee established in this section shall not be affected by any relocation of Grantee's existing fiber optics, communication cables, underground conduits, or other structures and appurtenances required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

## **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.**

**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 one of any accident or other cause. These amounts are not a limitation upon the Grantee's Contractors or Agents agreement to indemnify and hold harmless.**

**Grantee's Contractors and 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 change without thirty (30) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums.**

**Grantee shall file a copy of insurance with the Financial Services Department and the Planning and Inspections Department.**

**ORDINANCE NO. \_\_\_\_\_**

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## **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.**

## **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 existing fiber optics, communication cables, underground conduits, manholes or other structures and appurtenances or a portion thereof or ceases to use the fiber optics, communication cables, underground conduits, manholes or other structures and appurtenances 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 fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances, 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**

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

**ORDINANCE NO. \_\_\_\_\_**

**PSPN22-00007**

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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 shall remove its fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances located in the Licensed Area at no cost to the City. When said fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances is removed from the Licensed Area, Grantee shall restore the License Area during the term of this License, if any, at Grantee's own cost and expense, as determined by the City Engineer and in accordance with City specifications. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the pavement as required by the City, the City may at its option restore the pavement and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

### **SECTION 13. RECORDS**

The City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of its right under this License, including the construction, replacement, reconstruction, maintenance, and repair of the fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances within the City right-of-way. 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 fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

### **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

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GRANTEE: El Paso County  
500 W. San Antonio  
El Paso Texas 79901

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.

**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. LIENS AND ENCUMBRANCES**

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

**SECTION 20. RIGHT OF ENTRY AND INSPECTION**

The City's authorized representative shall have the right to inspect the Licensed Area for the purpose of determining compliance with the terms of this License.

**SECTION 21. LAWS AND ORDINANCES**

Grantee shall comply with all statute, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

**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.** \_\_\_\_\_

**PSPN22-00007**

22-1007-3000 | 1214628

El Paso County  
RTA

of this license.

**SECTION 24. LAWS GOVERNING/VENUE**

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

**SECTION 25. RESTRICTIONS AND RESERVATIONS**

This License is subject to all right-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such right-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

**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.

**Passed and Approved** on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**(Signatures being on the following pages)**

**ORDINANCE NO.** \_\_\_\_\_

22-1007-3000 | 1214628

El Paso County

RTA

**PSPN22-00007**

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**


**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura 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

**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

**(Grantee signature being on the following page)**

**GRANTEE:**

County of El Paso

Ricardo A. Samaniego

By: County Judge, as

Print Name: Ricardo A. Samaniego

**ACKNOWLEDGMENT**

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument is acknowledged before me on this 16th day of December, 2022, by  
Ricardo A. Samaniego as Grantee.

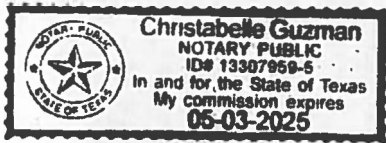
Christabelle Guzman  
Notary Public, State of Texas

Christabelle Guzman

Notary's Printed or Typed Name

05-03-2025

My Commission Expires



**ORDINANCE NO.** \_\_\_\_\_

22-1007-3000 | 1214628

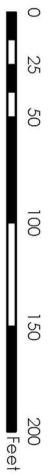
El Paso County

RTA 2022-1029

**PSPN22-00007**

# EXHIBIT "A"

This map is designed for illustrative purposes only. The features shown on this map are not intended to be used as a legal document. Any use of this map for legal purposes may be required to show accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



PSPN22-00007

**ORDINANCE NO.** \_\_\_\_\_  
 22-1007-3000 | 1214628  
 El Paso County  
 RTA

PSPN22-00007



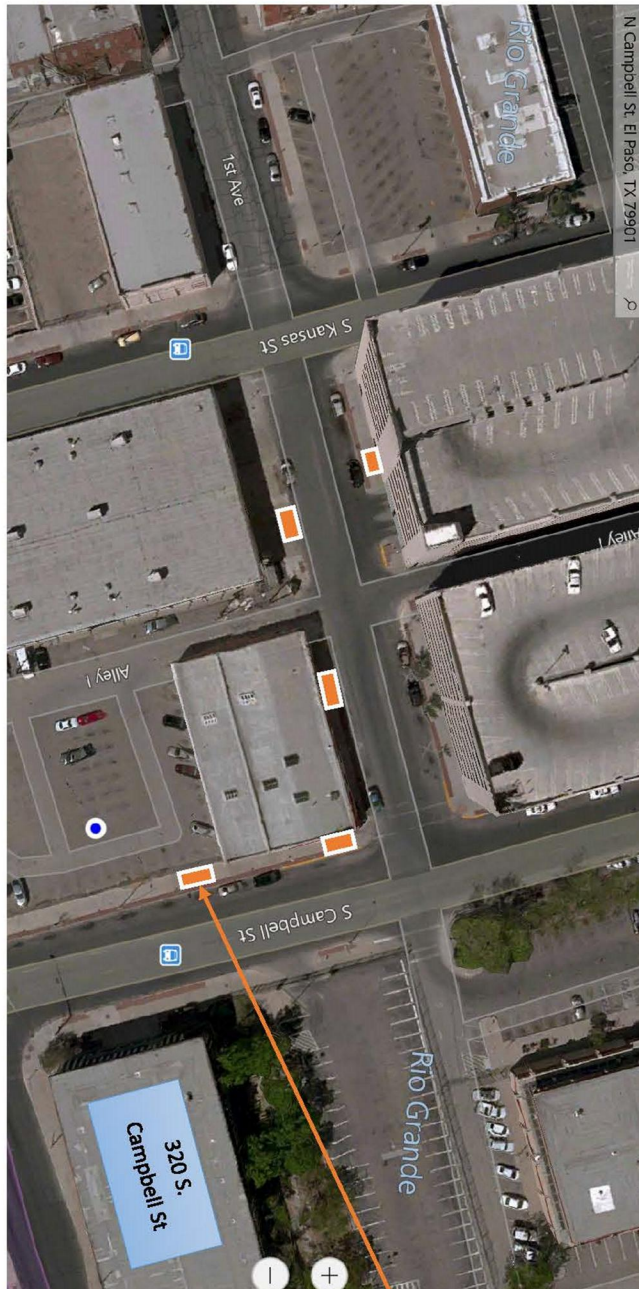


915-303-7383 xt. 1 915-497-6341

[feixmuller@bce@gmail.com](mailto:feixmuller@bce@gmail.com)  
[www.svcincntexas.com](http://www.svcincntexas.com)

## ENCROACHMENT MAP

SVC Construction Inc.  
State License #: 802328142  
City License #: LCCR16-00001  
Shop: 14889 Desert Loop  
September 1, 2022



Manholes

**ORDINANCE NO.** \_\_\_\_\_  
22-1007-3000 | 1214628  
El Paso County  
RTA

**PSPN22-00007**





ITEM 42

# Special Privilege License

PSPN22-00007



**Strategic Goal 3.**

Promote the Visual  
Image of El Paso



## Applicant

- El Paso County

## Location

- Beneath a portion of right-of-way along First Ave and Campbell St

## Type of Encroachment

- The request to install (5) manholes, and 3" conduit will provide for future connection of fiber optics that will provide internet services from the County Courthouse to the County building facility located at 320 Campbell St.

## Term

- 5 years with option for two (2) renewable five (5) year terms

## Annual Fee

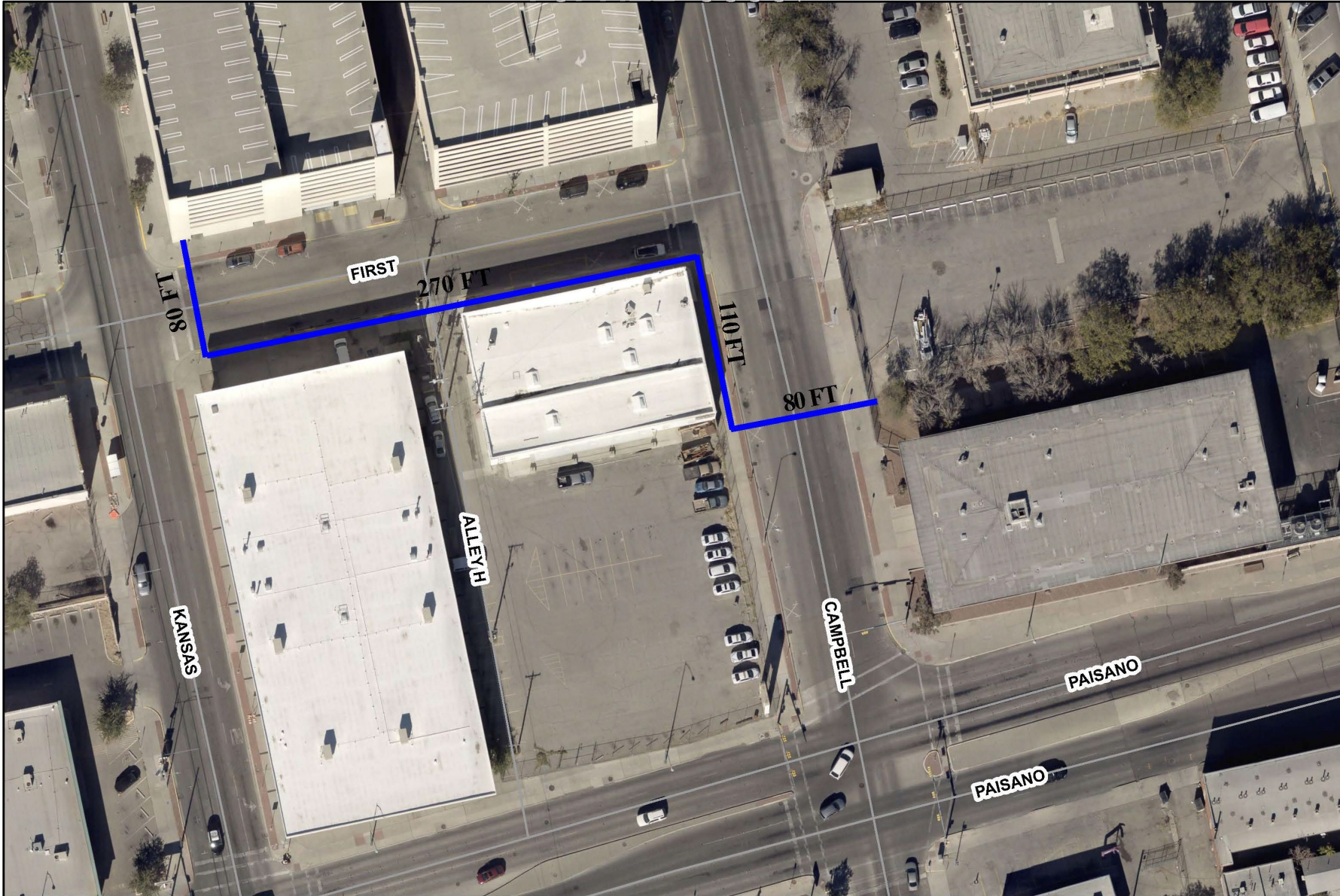
- \$3,710.00

# License Details

PSPN22-00007



# 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.



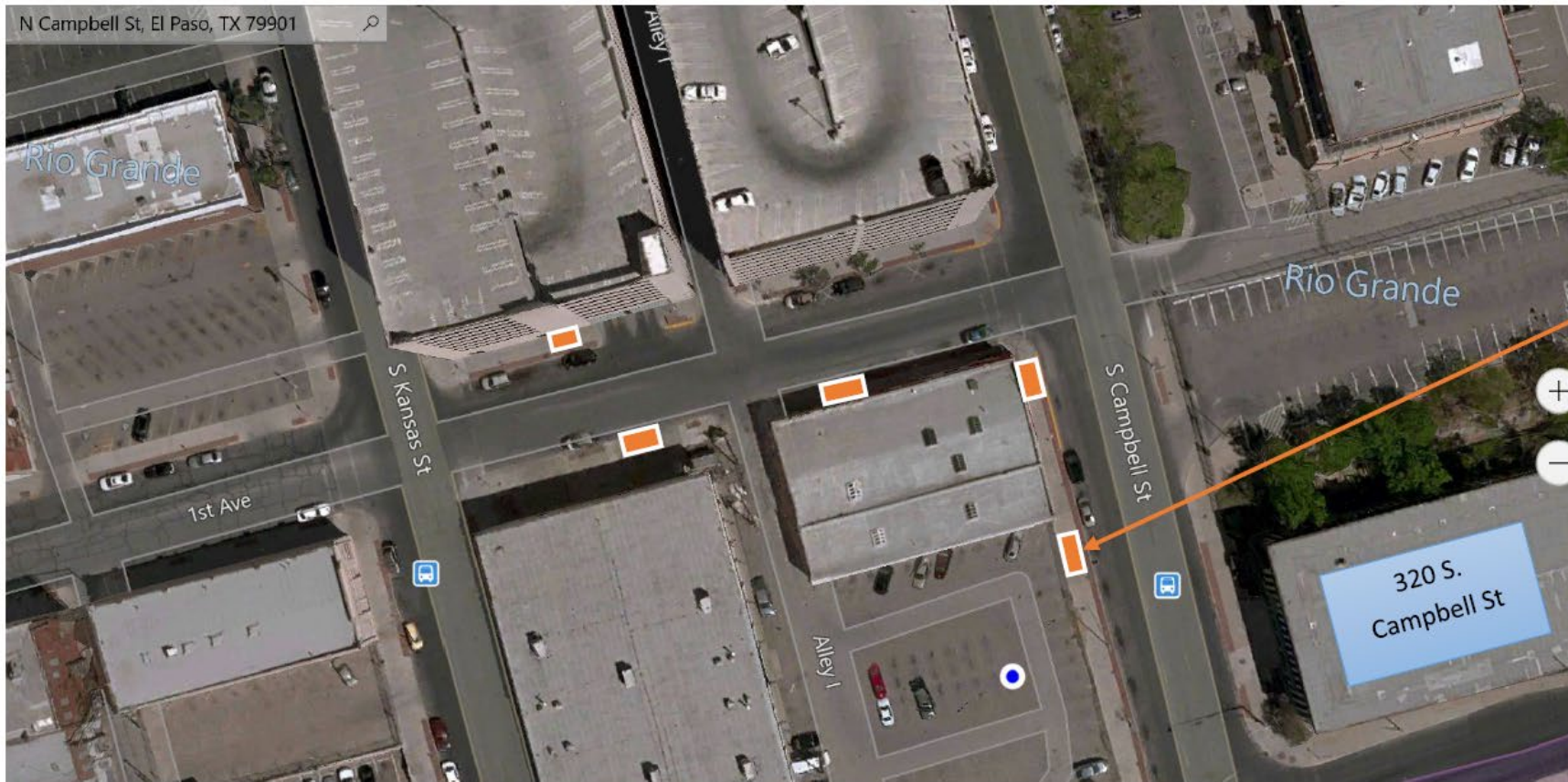
0 25 50 100 150 200 Feet





## ENCROACHMENT MAP

## Site Plan



Manholes

## Recommendation

- Staff recommends **approval** of the Special Privilege License for the subsurface encroachment of the (5) five man holes and conduit.





## 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

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**File #: 23-61, Version: 1**

---

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

Planning and Inspections, Raul Garcia, (915) 212-1643

**AGENDA LANGUAGE:**

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

An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code to extend the current permitting pilot program by one year. The penalty is as provided for in Section 15.08.160 of the El Paso City Code.

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

**AGENDA DATE:** January 18, 2023  
**PUBLIC HEARING DATE:** January 31, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Raul Garcia, (915) 212-1643

**DISTRICT(S) AFFECTED:** City-wide

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

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code to extend the current permitting pilot program by one year. The penalty is as provided for in Section 15.08.160 of the El Paso City Code.

**BACKGROUND / DISCUSSION:**

Mobile billboards on city streets are currently regulated through issued special privilege permits via a pilot program that are set to expire February 15, 2023. This item will provide for a 1-year extension for this pilot program, the new expiration date will be February 15, 2024.

**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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD**

*Philip Etiwe*

---



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.08 (STREET RENTALS), SECTION 15.08.160 (MOBILE BILLBOARDS), TO EXTEND THE CURRENT PERMITTING PROGRAM BY ONE YEAR. THE PENALTY IS AS PROVIDED IN SECTION 15.08.160 OF THE EL PASO CITY CODE.**

**WHEREAS**, the public right of way is primary for the passage of persons and goods; and

**WHEREAS**, the City has authority to allow for the use of a street for a private purpose provided that use does not interfere with the public use of the street and does not create a dangerous condition on the street; and

**WHEREAS**, the City finds that it is in the best interest of the public to regulate mobile billboards on city streets in order to ensure that the public use of the street is maintained and no dangerous conditions on the street are created; and

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

SECTION 1. That Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards), Subsection C, of the El Paso City Code is amended to read as follows:

C. Permit. An Applicant who wants to operate a Mobile Billboard on the Public Right-of-Way shall apply for a Permit on an application form as required by the Director. The Director shall issue no more than three Permits to three Applicants that comply with requirements of this Section and any regulations adopted by the Director pursuant to this Section. The Director shall not issue a Permit to an Applicant that does not comply with the requirements of this section or any regulations adopted by the Director pursuant to this section. An Applicant is not eligible to apply for a permit for one year following a revocation of a permit under this Section. Unless terminated earlier as provided under this section, all permits issued under this section expire February 15, 2024. No Permit shall be issued to an Applicant owing ad valorem taxes to the City or who has defaulted on an agreement with the City within five years preceding the application for a Permit under this Section. Notwithstanding anything to the contrary, a Permit may only be issued to an Applicant who owns the Mobile Billboard for which the permit is requested. All application forms and documents under this section must be executed by the owner of the Mobile Billboard. Nothing in the section prohibits City Council from amending this Section to change the expiration date of all Permits.

*(Signatures on Following Page)*

**ORDINANCE NO. \_\_\_\_\_**

22-1007-3010 | 1219708  
Mobile Billboard Ordinance Amendment  
RTA

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip Etiwe*  
\_\_\_\_\_  
Philip Etiwe, Director  
Planning & Inspections Department

**ORDINANCE NO.** \_\_\_\_\_  
22-1007-3010 | 1219708  
Mobile Billboard Ordinance Amendment  
RTA

## REDLINES

- C. Permit. An Applicant who wants to operate a Mobile Billboard on the Public Right-of-Way shall apply for a Permit on an application form as required by the Director. The Director shall issue no more than three Permits to three Applicants that comply with requirements of this Section and any regulations adopted by the Director pursuant to this Section. The Director shall not issue a Permit to an Applicant that does not comply with the requirements of this section or any regulations adopted by the Director pursuant to this section. An Applicant is not eligible to apply for a permit for one year following a revocation of a permit under this Section. Unless terminated earlier as provided under this section, all permits issued under this section expire ~~1 year after adoption regardless of the date such Permit is issued~~ on February 15, 2024. No Permit shall be issued to an Applicant owing ad valorem taxes to the City or who has defaulted on an agreement with the City within five years preceding the application for a Permit under this Section. Notwithstanding anything to the contrary, a Permit may only be issued to an Applicant who owns the Mobile Billboard for which the permit is requested. All application forms and documents under this section must be executed by the owner of the Mobile Billboard. Nothing in the section prohibits City Council from amending this Section to change the expiration date of all Permits.



Legislation Text

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File #: 23-63, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

Planning and Inspections, 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 amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to extend the current permitting pilot program by one year. The penalty is as provided in Section 15.08.150 of the El Paso City Code.

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

**AGENDA DATE:** January 18, 2023

**PUBLIC HEARING DATE:** January 31, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Armida Martinez, (915) 212-1605

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

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

**SUBGOAL:** 3.1 Provide business friendly permitting and inspection process  
3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to extend the current permitting pilot program by one year. The penalty is as provided in Section 15.08.150 of the El Paso City Code.

**BACKGROUND / DISCUSSION:**

On January 8, 2019, City Council approved an ordinance establishing a twelve-month pilot program for the shared use mobility devices. City Council approved extensions of the pilot program to January 31, 2023. This item is a staff recommendation to extend the pilot program for an additional 12 months to January 31, 2023.

**PRIOR COUNCIL ACTION:**

- January 8, 2019 – City Council approved Ordinance 018899 establishing and governing the shared mobility pilot program.
- January 21, 2020 – City Council approved Ordinance 019012 extending pilot program by one year, to January 31, 2021.
- January 19, 2021 – City Council approved Ordinance 019134 extending pilot program by one year, to January 31, 2022.
- January 19, 2022 – City Council approved Ordinance 019281 extending pilot program by one year, to January 31, 2023.

**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. \_\_\_\_\_**

**ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.08 (STREET RENTALS), SECTION 15.08.150 (SHARED MOBILITY DEVICES), TO EXTEND THE CURRENT PERMITTING PROGRAM BY ONE YEAR. THE PENALTY IS AS PROVIDED IN SECTION 15.08.150 OF THE EL PASO CITY CODE.**

**WHEREAS**, on January 8<sup>th</sup>, 2019 the City of El Paso adopted Ordinance No. 018899 allowing for the placement of shared mobility devices on the public right of way for a 12 month evaluation period; and

**WHEREAS**, on January 21<sup>st</sup>, 2020 the City of El Paso adopted Ordinance No. 019012 extending the evaluation period for an additional 12 month period; and

**WHEREAS**, on January 19<sup>th</sup>, 2021 the City of El Paso adopted Ordinance No. 019134 extending the evaluation period for an additional 12 month period; and

**WHEREAS**, on January 19<sup>th</sup>, 2022 the City of El Paso adopted Ordinance No. 019281 extending the evaluation period for an additional 12 month period; and

**WHEREAS**, City Council wishes to extend the evaluation period for an additional 12 months;

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF EL PASO:**

**SECTION 1.** Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), Subsection C, of the El Paso City Code is amended to read as follows:

- C. Permit. A person who wants to place a shared use mobility device on the public right-of-way shall apply for a permit on an application form as required by the director. The director shall issue a permit to a person that complies with requirements of this section and any regulations adopted by the director pursuant to this section. The director shall not issue a permit to a person that does not comply with the requirements of this section or any regulations adopted by the director pursuant to this section. A person is not eligible to apply for a permit for one year following a revocation of a permit under this section. Unless terminated earlier as provided under this section, all permits issued under this section expire January 31, 2024 regardless of the date such permit is issued. No permit shall be issued to a person owing ad valorem taxes to the city or who has defaulted on an agreement with the city within five years preceding the application for a permit under this section. Notwithstanding anything to the contrary, a permit may only be issued to a person who owns the shared use mobility devices for which the permit is requested. All application forms and documents under this section must be executed by the owner of the shared use mobility devices. Nothing in the section prohibits city council from amending this section to change the expiration date of all permits.

**ORDINANCE NO. \_\_\_\_\_**

18-1007-2316.002 | 1222729

Title 15 – Shared Use Mobility Devices (Scooter) – Ordinance Amendment

RTA



**SECTION 2.** Except as herein amended, all provisions of Title 15 remain in full force and effect.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning and Inspections Department

**ORDINANCE NO.** \_\_\_\_\_

18-1007-2316.002 | 1222729

Title 15 – Shared Use Mobility Devices (Scooter) – Ordinance Amendment

RTA

## Title 15.08.150 – Shared Mobility Devices

C. Permit. A person who wants to place a shared use mobility device on the public right-of-way shall apply for a permit on an application form as required by the director. The director shall issue a permit to a person that complies with requirements of this section and any regulations adopted by the director pursuant to this section. The director shall not issue a permit to a person that does not comply with the requirements of this section or any regulations adopted by the director pursuant to this section. A person is not eligible to apply for a permit for one year following a revocation of a permit under this section. Unless terminated earlier as provided under this section, all permits issued under this section expire January 31, ~~2023-2024~~ regardless of the date such permit is issued. No permit shall be issued to a person owing ad valorem taxes to the city or who has defaulted on an agreement with the city within five years preceding the application for a permit under this section. Notwithstanding anything to the contrary, a permit may only be issued to a person who owns the shared use mobility devices for which the permit is requested. All application forms and documents under this section must be executed by the owner of the shared use mobility devices. Nothing in the section prohibits city council from amending this section to change the expiration date of all permits.



Legislation Text

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File #: 23-62, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 3**

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

Planning and Inspections, Adriana Martinez, (915) 212-1611

**AGENDA LANGUAGE:**

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

An Ordinance vacating a portion of Allegheny Drive Rights-of-way (54 feet wide) adjacent to Lots 3 and 4, Block 1B and Lot 4, Block 1C, El Paso International Airport Tracts Unit Six Replat, City of El Paso, El Paso County, Texas.

Applicant: El Paso International Airport - City of El Paso, SURW22-00012

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

**AGENDA DATE:** January 18, 2023

**PUBLIC HEARING DATE:** January 31, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Adriana Martinez, (915) 212-1611

**DISTRICT(S) AFFECTED:** District 3

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

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance vacating a portion of Allegheny Drive Rights-of-way (54 feet wide) adjacent to Lots 3 and 4, Block 1B and Lot 4, Block 1C, El Paso International Airport Tracts Unit Six Replat, City of El Paso, El Paso County, Texas.

Applicant: El Paso International Airport - City of El Paso, SURW22-00012

**BACKGROUND / DISCUSSION:**

This is a city-initiated request to vacate a portion of Allegheny Drive located East of Airport Road and North of Airway Boulevard. The El Paso International Airport (EPIA) is the owner of the abutting properties and is seeking to vacate the ROW to allow for future extension of driveways to provide direct access to Airway Boulevard, in accordance with the EPIA overall real estate management plan. The City Plan Commission recommended 5-0 to approve the proposed right-of-way vacation request on September 22, 2022. The vacated property will remain under City ownership and control, accordingly an appraisal was not conducted for this item.

**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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\* **DEPARTMENT**

**HEAD:**

*Philip Etiwe*

---

Philip E. Etiwe – Planning and Inspections Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE VACATING A PORTION OF ALLEGHENY DRIVE RIGHTS-OF-WAY (54 FEET WIDE) ADJACENT TO LOTS 3 AND 4, BLOCK 1B AND LOT 4, BLOCK 1C, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT SIX REPLAT, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

**WHEREAS**, the abutting property owner has requested vacation of 0.78 acre portion of Allegheny Drive rights-of-way (54 feet wide) adjacent to Lots 3 and 4, Block 1B and Lot 4, Block 1C, El Paso International Airport Tracts Unit Six Replat, City of El Paso, El Paso County, Texas; and

**WHEREAS**, after public hearing the City Plan Commission has recommended a vacation of 0.78 acre portion of Allegheny Drive rights-of-way (54 feet wide) adjacent to Lots 3 and 4, Block 1B and Lot 4, Block 1C, El Paso International Airport Tracts Unit Six Replat, City of El Paso, El Paso County, Texas, and the City Council finds that said portion of right-of-way is not needed for public use and should be vacated as recommended.

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

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE AND 00/DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, a 0.78 acre portion of Allegheny Drive rights-of-way (54 feet wide) adjacent to Lots 3 and 4, Block 1B and Lot 4, Block 1C, El Paso International Airport Tracts Unit Six Replat, City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as Exhibit “A” and made a part hereof by reference, be and is hereby vacated, closed and abandoned, subject to the reservation of a full-width utility easement, to include access for maintenance of existing facilities within the area.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City’s right, title and interest in and to such vacated right of way to El Paso International Airport – City of El Paso.

(Signatures on the following page)

**ADOPTED** this \_\_\_\_ day of \_\_\_\_ 2023.

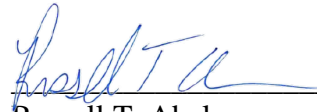
**THE CITY OF EL PASO:**

**ATTEST:**

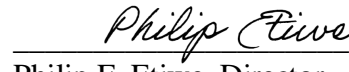
\_\_\_\_\_  
Oscar Leeser  
Mayor

\_\_\_\_\_  
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



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS     }  
                                      }  
COUNTY OF EL PASO     }     **QUITCLAIM DEED**

That in consideration of the receipt by the **CITY OF EL PASO** of Twenty-five Dollars (\$25.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto EL PASO INTERNATIONAL AIRPORT-CITY OF EL PASO (the "Grantee"), all its rights, title, interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. \_\_\_\_\_, passed and approved by the City Council of the City of El Paso and described as **ALLEGHENY DRIVE RIGHTS-OF-WAYS (54 FEET WIDE) ADJACENT TO LOTS 3 AND 4, BLOCK 1B AND LOT 4, BLOCK 1C, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT SIX REPLAT, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" made a part hereof by reference.

**WITNESS the following signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**


**CITY OF EL PASO**

**ATTEST:**

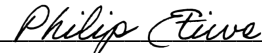
\_\_\_\_\_  
Tomás González, City Manager

\_\_\_\_\_  
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

*(Acknowledgement on following page)*

## ACKNOWLEDGMENT

**THE STATE OF TEXAS           )**  
**COUNTY OF EL PASO         )**

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by Tomás González, as City Manager for the CITY OF EL PASO.

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

My Commission Expires:

**AFTER FILING RETURN TO:**  
El Paso International Airport –  
City of El Paso  
6701 Convair Road  
El Paso, Texas 79925

(Exhibit on the following page)

**ORDINANCE NO. \_\_\_\_\_**  
**22-1007-2987 | 1208770**  
**Allegheny ROW-Planning & Zoning Easement Vacation**  
**RTA**

**SURW22-000012**



**METES AND BOUNDS DESCRIPTION**  
**(ALLEGHENY DRIVE ROW VACATION)**

*A 0.7791 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Allegheny Drive Rights-of-Ways (54 feet wide) adjacent to Lots 3 and 4, Block 1B and Lot 4, Block 1C, El Paso International Airport Tracts Unit Six Replat, as recorded in Book 28, Page 49, El Paso County Plat Records and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 1/2 inch rebar found at the east right-of-way line point of curvature of De Havilland Drive (60 feet wide); **WHENCE**, a 1/2 inch rebar found on the east right-of-way line of said De Havilland Drive bears North 02°09'11" East (North 01°01'53" West~record), a distance of 323.75 feet (323.54 feet~record); **THENCE**, leaving the east right-of-way line of said De Havilland Drive, North 87°50'49" West, a distance of 30.00 feet to the centerline right-of-way of said De Havilland Drive; **THENCE**, following the centerline right-of-way of said De Havilland Drive, South 02°09'11" West (South 01°01'53" East~record), a distance of 20.00 feet to the north right-of-way line of said Allegheny Drive and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, following the north right-of-way line of said Allegheny Drive, South 87°50'49" East (North 88°58'07" East~record), a distance of 279.00 feet to the northeast corner of the parcel herein described;

**THENCE**, leaving the north right-of-way line of said Allegheny Drive, South 02°09'11" West (South 01°01'53" East~record), a distance of 54.00 feet to the south right-of-way line of said Allegheny Drive for the southeast corner of the parcel herein described, identical to the north right-of-way line of Airway Boulevard (variable width);

**THENCE**, following south right-of-way line of said Allegheny Drive, North 87°50'49" West (South 88°58'07" West~record), a distance of 610.50 feet to an angle point of the parcel herein described;

**THENCE**, continuing along the south right-of-way line of said Allegheny Drive, North 02°09'11" East (North 01°01'53" West~record), a distance of 6.00 feet to an angle point of the parcel herein described;

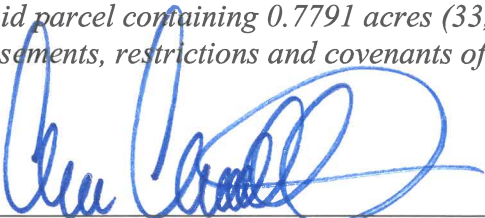
**THENCE**, continuing along the south right-of-way line of said Allegheny Drive, North 86°50'49" West (South 88°58'07" West~record), a distance of 18.50 feet to the southwest corner of the parcel herein described;

**THENCE**, leaving the south right-of-way line of said Allegheny Drive, North 02°09'11" East (North 01°01'53" West~record), a distance of 67.68 feet to a point on the east right-of-way line of Convair Road (68 feet wide) and the beginning of a non-tangent curve to the left;

**THENCE**, following the east right-of-way line of said Convair Road along the arc said non-tangent curve to the left having a radius of 20.00 feet, a central angle of  $90^{\circ}00'00''$ , an arc length of 31.42 feet and whose long chord bears South  $42^{\circ}50'49''$  East (South  $46^{\circ}01'53''$  East~record), a distance of 28.28 feet to the north right-of-way line of said Allegheny Drive for a point of tangency;

**THENCE**, following the north right-of-way line of said Allegheny Drive, South  $87^{\circ}50'49''$  East (North  $88^{\circ}58'07''$  East~record), a distance of 330.00 feet to the **POINT OF BEGINNING**.

*Said parcel containing 0.7791 acres (33,937.9 square feet), more or less, and being subject to all easements, restrictions and covenants of record.*



**Aaron Alvarado, TX. R. P. L. S. No. 6223**

**Date: May 17, 2022**

**05100-122A-ALLEGHENY ROW VACATION-DESC.doc**





# Allegheny Drive R.O.W. Vacation

City Plan Commission — September 22, 2022



**CASE NUMBER/TYPE:** SURW22-00012 – RIGHT-OF-WAY VACATION  
**CASE MANAGER:** David Samaniego, (915) 212-1608, [SamaniegoDC@elpasotexas.gov](mailto:SamaniegoDC@elpasotexas.gov)  
**PROPERTY OWNER:** El Paso International Airport - City of El Paso  
**REPRESENTATIVE:** Brock & Bustillos, Inc.  
**LOCATION:** East of Airport Rd. and North of Airway Blvd. (District 3)  
**PROPERTY AREA:** 0.78 acres  
**ZONING DISTRICT(S):** SmartCode Transect SD3  
**PUBLIC INPUT:** No opposition received as of September 15, 2022

**SUMMARY OF RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITION** of the Allegheny Drive Right-of-Way (R.O.W.) Vacation subject to the following condition:

- That a full-width utility and drainage easement be retained.

## Allegheny Drive ROW Vacation



This map is designed for illustrative purposes only. The features depicted here are representative and more accurate studies may be required to show accurate conclusions. Enlargements of this map to scales greater than its original scale induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



Proposed ROW Vacation area

0 25 50 100 150 200 Feet



Figure A: Proposed plat with surrounding area

**DESCRIPTION OF REQUEST:** The applicant seeks to vacate the remaining portion of Allegheny Drive, located east of Airport Road and north of Airway Boulevard. The total area requested to be vacated is approximately 0.78 acres in size. Allegheny Drive currently provides access to the two (2) abutting northern parcels, which also have access to Convair Road and De Havilland Drive. The applicant seeks to vacate the rights-of-way (R.O.W.) to allow for a future extension of the driveways, of the abutting two (2) northern lots along Allegheny Drive, to provide direct access to Airway Boulevard. The portions of Allegheny Drive east of De Havilland Drive have already been vacated. All abutting lots to Allegheny Drive are owned by the El Paso International Airport – City of El Paso.

**CASE HISTORY/RELATED APPLICATIONS:** N/A

**NEIGHBORHOOD CHARACTER:** Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	SmartCode Transect SD3 / Vacant and Parking lot
South	SmartCode Transect SD3 / R.O.W., Vacant and Parking lot
East	SmartCode Transect SD3 / Parking lot
West	C-4 (Commercial) / Office, Warehouse
Nearest Public Facility and Distance	
Park	Normandy Park (0.70 miles)
School	Ross Middle School (0.94 miles)
Plan El Paso Designation	
G3, Post-War	
Impact Fee Service Area	
N/A	

**PUBLIC COMMENT:** Notices of the proposed right-of-way vacation were sent on September 1, 2022 to all property owners within 300 feet of the subject property. In addition, notice was posted in the El Paso Times newspaper on September 4, 2022. As of September 15, 2022, staff has not received any public communications regarding this request.

#### **CITY PLAN COMMISSION OPTIONS:**

The City Plan Commission has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code.
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

#### **ATTACHMENTS:**

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments



# ATTACHMENT 1

## Allegheny Drive ROW Vacation



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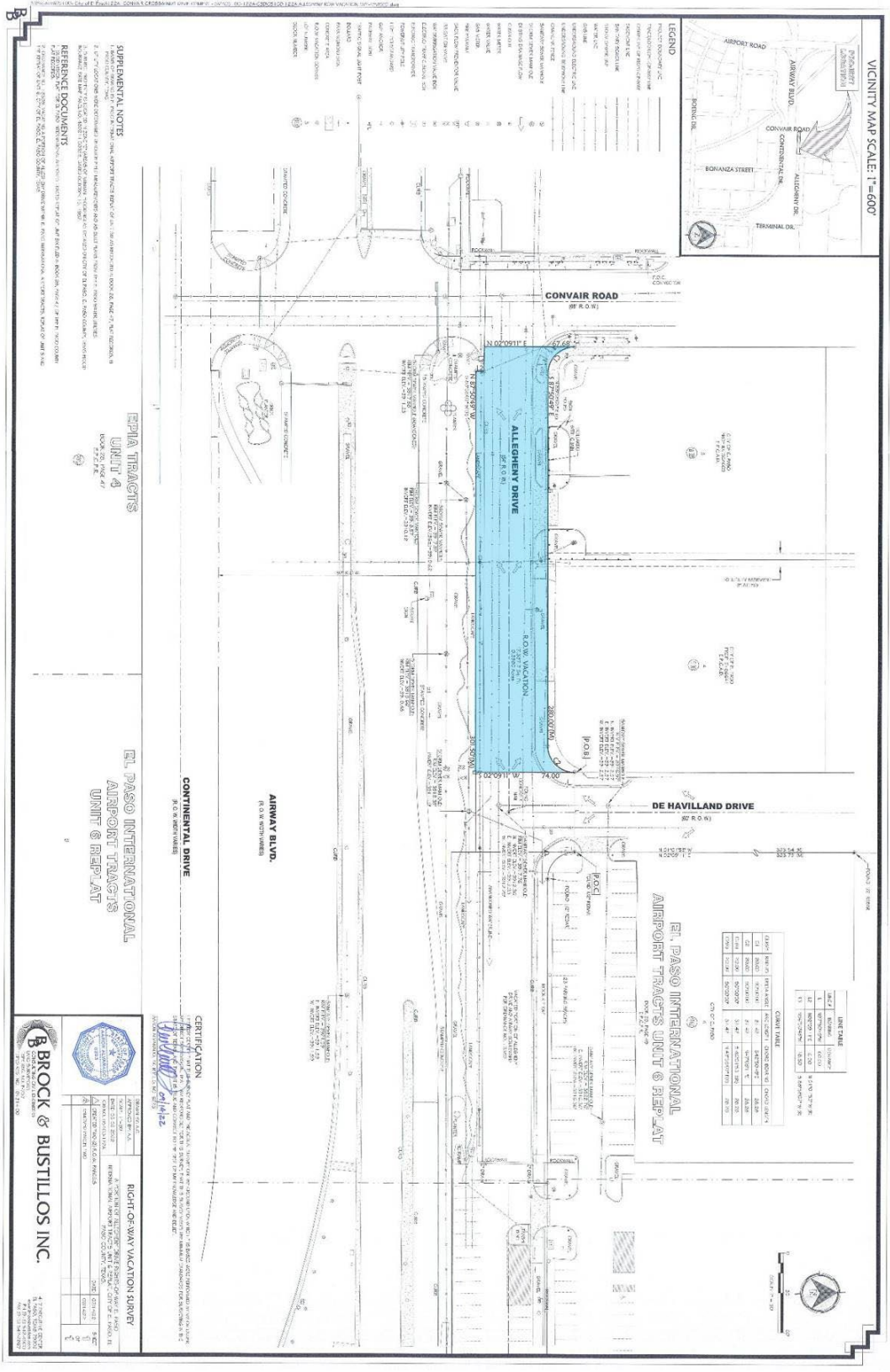


0 25 50 100 150 200 Feet





## **ATTACHMENT 2**



# ATTACHMENT 3



ROMAN BUSTILLOS, P.E.  
President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
RANDY P. BROCK, P.E.  
Senior Engineer  
TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

## METES AND BOUNDS DESCRIPTION (ALLEGHENY DRIVE ROW VACATION)

*A 0.3980 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Allegheny Drive Rights-of-Ways (54 feet wide) adjacent to Lots 3 and 4, Block 1B, El Paso International Airport Tracts Unit Six Replat, as recorded in Book 28, Page 49, El Paso County Plat Records and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a 1/2 inch rebar found at the east right-of-way line point of curvature of De Havilland Drive (60 feet wide); **WHENCE**, a 1/2 inch rebar found on the east right-of-way line of said De Havilland Drive bears North 02°09'11" East (North 01°01'53" West~record), a distance of 323.75 feet (323.54 feet~record); **THENCE**, leaving the east right-of-way line of said De Havilland Drive, North 87°50'49" West, a distance of 60.00 feet to the the west right-of-way line of said De Havilland Drive and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the west right-of-way line of said De Havilland Drive, South 02°09'11" West, a distance of 74.00 feet to the south right-of-way line of said Allegheny Drive for the southeast corner of the parcel herein described, identical to the north right-of-way line of Airway Boulevard (variable width);

**THENCE**, following the south right-of-way line of said Allegheny Drive, North 87°50'49" West (South 88°58'07" West~record), a distance of 301.50 feet to an angle point of the parcel herein described;

**THENCE**, continuing along the south right-of-way line of said Allegheny Drive, North 02°09'11" East (North 01°01'53" West~record), a distance of 6.00 feet to an angle point of the parcel herein described;

**THENCE**, continuing along the south right-of-way line of said Allegheny Drive, North 86°50'49" West (South 88°58'07" West~record), a distance of 18.50 feet to the southwest corner of the parcel herein described;

**THENCE**, leaving the south right-of-way line of said Allegheny Drive, North 02°09'11" East, a distance of 67.68 feet to a point on the east right-of-way line of Convair Road (68 feet wide) and the beginning of a non-tangent curve to the left;

**THENCE**, following the east right-of-way line of said Convair Road along the arc said non-tangent curve to the left having a radius of 20.00 feet, a central angle of 90°00'00", an arc length of 31.42 feet and whose long chord bears South 42°50'49" East (South 46°01'53" East~record), a distance of 28.28 feet to the north right-of-way line of said Allegheny Drive for a point of tangency;

417 Executive Center Blvd. • El Paso, Texas 79902 • P - (915) 542-4900 • F - (915) 542-2867 • [www.brockbustillos.com](http://www.brockbustillos.com)

**THENCE**, following the north right-of-way line of said Allegheny Drive, South 87°50'49" East (North 88°58'07" East~record), a distance of 280.00 feet to a point of curvature;

**THENCE**, continuing along the north right-of-way line of said Allegheny Drive along the arc of a curve to the left having a radius of 20.00 feet, a central angle of 90°00'00", an arc length of 31.42 feet and whose long chord bears North 47°09'11" East (North 43°58'07" East~record), a distance of 28.28 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.3980 acres (17,337.7 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

  
\_\_\_\_\_  
Aaron Alvarado, TX. R. P. L. S. No. 6223

Date: September 14, 2022

05100-122A-ALLEGHENY ROW VACATION-DESC.doc



# ATTACHMENT 4



## VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: May 17, 2022

File No. \_\_\_\_\_

1. APPLICANTS NAME El Paso International Airport / City of El Paso  
ADDRESS 6701 Convair Road ZIP CODE 79925 TELEPHONE (915) 212-0330
2. Request is hereby made to vacate the following: (check one)  
Street ☒ Alley \_\_\_\_\_ Easement \_\_\_\_\_ Other \_\_\_\_\_  
Street Name(s) Allegheny Drive Subdivision Name El Paso International Airport Tracts Unit 6 Replat  
Abutting Blocks 1B & 1C Abutting Lots 3 & 4; 4
3. Reason for vacation request: To allow abutting lots to front and extend driveways up to Airway Boulevard
4. Surface Improvements located in subject property to be vacated:  
None \_\_\_\_\_ Paving ☒ Curb & Gutter ☒ Power Lines/Poles ☒ Fences/Walls \_\_\_\_\_ Structures \_\_\_\_\_ Other ☒
5. Underground Improvements located in the existing rights-of-way:  
None \_\_\_\_\_ Telephone ☒ Electric ☒ Gas ☒ Water ☒ Sewer ☒ Storm Drain ☒ Other \_\_\_\_\_
6. Future use of the vacated right-of-way:  
Yards ☒ Parking ☒ Expand Building Area \_\_\_\_\_ Replat with abutting Land \_\_\_\_\_ Other \_\_\_\_\_
7. Related Applications which are pending (give name or file number):  
Zoning \_\_\_\_\_ Board of Adjustment \_\_\_\_\_ Subdivision \_\_\_\_\_ Building Permits \_\_\_\_\_ Other \_\_\_\_\_
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
_____	<u>Lots 3 &amp; 4, Block 1B &amp; Lot 4, Block 1C, El Paso International Airport Tracts Unit 6 Replat</u>	<u>(915) 212-0000</u>
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE Sam Rodriguez REPRESENTATIVE SIGNATURE \_\_\_\_\_  
Sam Rodriguez, Aviation Director

REPRESENTATIVE (PHONE) (915) 542-4900

REPRESENTATIVE (E-MAIL) aaron@brockbustillos.com

**NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.**

Planning & Inspections Department  
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

# **ATTACHMENT 5**

## **Planning and Inspections Department- Planning Division**

1. Note El Paso Water comments regarding retaining an easement for the existing water/sewer mains within the proposed vacation area.

## **Planning and Inspections Department- Land Development Division**

We have reviewed subject plats and recommend Approval.

The Developer/Engineer shall address the following comments:

1. Provide print-out of the mathematical closure of the exterior boundary of the subdivision indicating the error of closure.
2. Stormwater runoff shall remain unimpeded from historic flows.

## **Parks and Recreation Department**

We have reviewed **Allegheny Right of Way Vacation** survey map and on behalf of Parks & Recreation Department we offer "No" objections to this proposed street right of way vacation request.

## **Fire Department**

No adverse comments – recommend approval.

## **Streets and Maintenance Department**

No objections.

## **El Paso Water**

EPWater-PSB does not object to this request as long as utility easements are retained to accommodate the existing water/sewer mains and facilities within the area.

### **Water:**

There is an existing 8-inch diameter water main that extends along Allegheny Dr., located approximately 17.5-feet south of the north right-of-way line. This main is available for service.

There is an existing 12-inch diameter water flow line that extends along Allegheny Dr., located approximately 12-feet north of the south right-of-way line. This main is available for service.

EPWater records indicate an active 1½-inch yard meter serving the subject property. The service address for this meter is 6510 Allegheny Dr.

EPWater records indicate a vacant 1-inch water service connection (inactive meter) serving the subject property. The address for this service is 6511 Allegheny Dr.

Previous water pressure from fire hydrant #2692, located on the northeast corner of Allegheny Dr. and De Havilland Dr., has yielded a static pressure of 90 (psi), a residual pressure of 76 (psi), and a discharge of 1,592 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

### **Sanitary Sewer:**

There is an existing 8-inch diameter sanitary sewer main that extends along Allegheny Dr., located approximately 20-feet north of the south 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 Engineering**

- EPWater – SW has reviewed the proposal and has no objection to its approval. However, storm sewer runoff is presently flowing on this street from east to west; this flow cannot be impeded.

**Sun Metro**

No comments received.

**Capital Improvement Department**

No comments received.

**Texas Gas**

No comments received.

**El Paso Electric**

No comments received.

**El Paso County 911 District**

No comments received.

**Texas Department of Transportation**

No comments received.

**El Paso County**

No comments received.

**El Paso County Water Improvement District #1**

The proposed ROW Vacation is not within the boundaries of EPCWID1.





ITEM 45

# Allegheny Dr. ROW Vacation

SURW22-00012



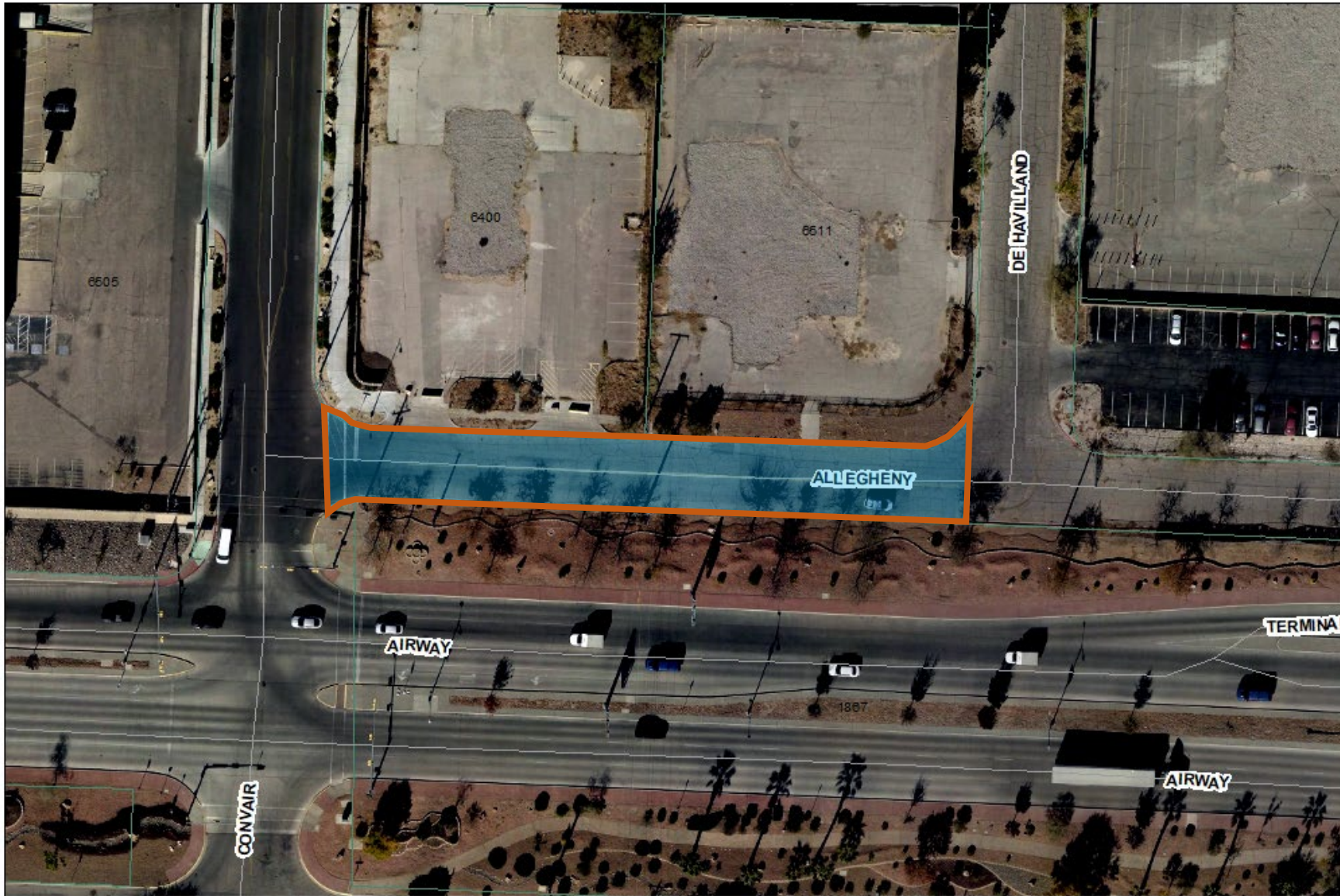
**Strategic Goal 3.**

Promote the Visual  
Image of El Paso



# Allegheny Drive ROW Vacation

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.



ROW vacation area

0 25 50 100 150 200 Feet





# Allegheny Drive ROW Vacation



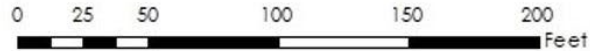
Vacation Area with  
Existing  
Development



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Proposed ROW Vacation area









## Existing Conditions: Allegheny Drive (easterly direction)

5





## Existing Conditions: Allegheny Drive (westerly direction)





# Public Input

- Notice of public hearing was published in the El Paso Times on September 4, 2022.
- Notices were mailed to property owners within 200 feet on September 1, 2022.
- As of January 26, 2023 the Planning Division has not received any communications in support nor opposition to the request.

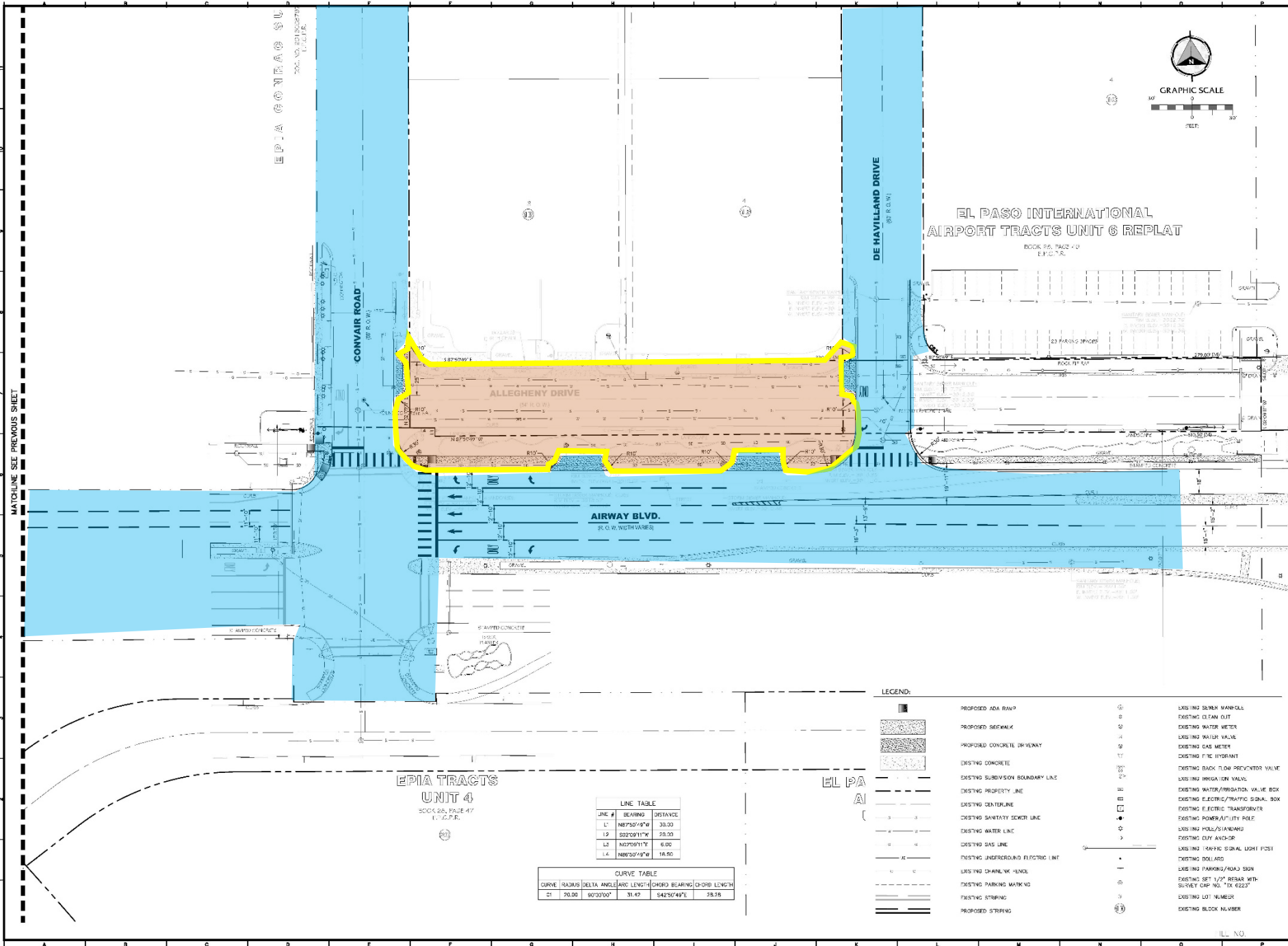




## Recommendation

- Staff recommends **approval** of the Allegheny Drive ROW Vacation request, subject to the following **condition**:
  - That a full-width utility and drainage easement be retained





**EL PASO INTERNATIONAL  
AIRPORT TRACTS UNIT 6 REPLAT**  
BOOK 26, PAGE 40  
E.P.C.R.

MATCHLINE SEE PREVIOUS SHEET

E.P.A. CONTRACT  
TDC NO. 20180279  
1/1/18

**EPIA TRACTS  
UNIT 4**  
BOOK 26, PAGE 47  
E.P.C.R.

LINE #	BEARING	DISTANCE
L1	N87°50'49"W	30.00
L2	S22°09'11"W	28.00
L3	N02°09'11"E	6.00
L4	N88°50'49"W	16.50

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	70.00	90°30'00"	31.42	S42°50'49"E	28.75

**LEGEND:**

- PROPOSED ADA RAMP
- PROPOSED SEWER MAIN
- PROPOSED CONCRETE DRIVEWAY
- EXISTING CONCRETE
- EXISTING SUBDIVISION BOUNDARY LINE
- EXISTING PROPERTY LINE
- EXISTING CENTERLINE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING CHAIN LINK FENCE
- EXISTING PARKING MARKING
- EXISTING STRIPING
- PROPOSED STRIPING
- EXISTING SEWER MANHOLE
- EXISTING CLEAN OUT
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING GAS METER
- EXISTING FIRE HYDRANT
- EXISTING BACKFLOW PREVENTOR VALVE
- EXISTING IRRIGATION VALVE
- EXISTING WATER/IRRIGATION VALVE BOX
- EXISTING ELECTRIC/TRAFFIC SIGNAL BOX
- EXISTING ELECTRIC TRANSFORMER
- EXISTING POWER/UTILITY POLE
- EXISTING POLE/HANDING
- EXISTING CITY ANCHOR
- EXISTING TRAFFIC SIGNAL LIGHT POLE
- EXISTING BOLLARD
- EXISTING PARKING/ROAD SIGN
- EXISTING SET 1/2" REBAR WITH SURVEY CAP NO. 1X 6223
- EXISTING LOT NUMBER
- EXISTING BLOCK NUMBER

<b>PROJECT NAME</b> CONVAR CROSSINGS DEVELOPMENT		<b>ENGINEER'S SEAL</b> EL PASO, TEXAS CIVIL ENGINEER B. BROCK & BUSTILLOS INC. 411 EAST 10TH STREET EL PASO, TEXAS 79902 WWW.BROCKANDBUSTILLOS.COM	<b>CONSULTANT'S NAME</b> B. BROCK & BUSTILLOS INC. 411 EAST 10TH STREET EL PASO, TEXAS 79902 WWW.BROCKANDBUSTILLOS.COM	<b>REFERENCES</b> BENCHMARKS
<b>FOR</b> MR. [Name]	<b>SCALE</b> AS SHOWN	<b>DATE</b> MAY 2022	<b>REVISIONS</b> BY [Name] DATE [Date]	<b>CONVAR CROSSINGS DEVELOPMENT</b>
<b>CITY OF EL PASO ENG. DEPT.</b>		<b>SHEET TITLE</b> C-X2		

CONVAR CROSSINGS DEVELOPMENT



## 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 #: 23-150, 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:** January 31, 2023  
**PUBLIC HEARING DATE:** N/A  
**CONTACT PERSON(S) NAME AND PH. NUMBER:** Mirella Craig, 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

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\*\*\*\*\*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 9<sup>th</sup> 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 \_\_\_\_\_, 2023.


**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](mailto: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 §**

**§**

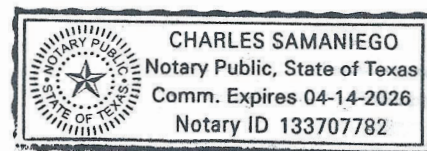
**COUNTY OF EL PASO §**

This instrument was acknowledged before me on this 17<sup>th</sup> 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 specifics<sup>i</sup>.)

## **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.<sup>1</sup> 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;

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<sup>1</sup> 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 arise<sup>2</sup>; 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](http://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.<sup>3</sup>

### 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](http://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.

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<sup>2</sup>The government of Singapore has been using this model successfully since the outbreak of COVID (<https://www.ndi-api.gov.sg/safeentry>).

<sup>3</sup>It is estimated that 500 business locations utilizing the technology will provide meaningful data.

## REWARDS PROCESS

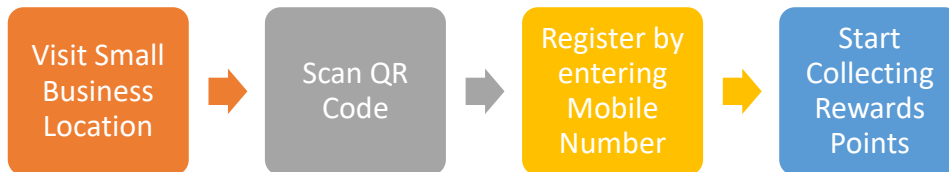
### For Small Businesses:



### 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.

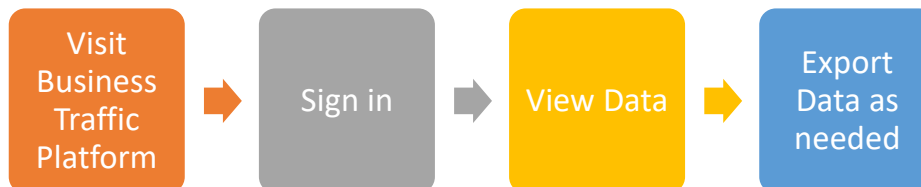
### For Customers:



### Value

- Scan a QR code to earn points that can be traded for rewards.
- Get notified of promotions and more.

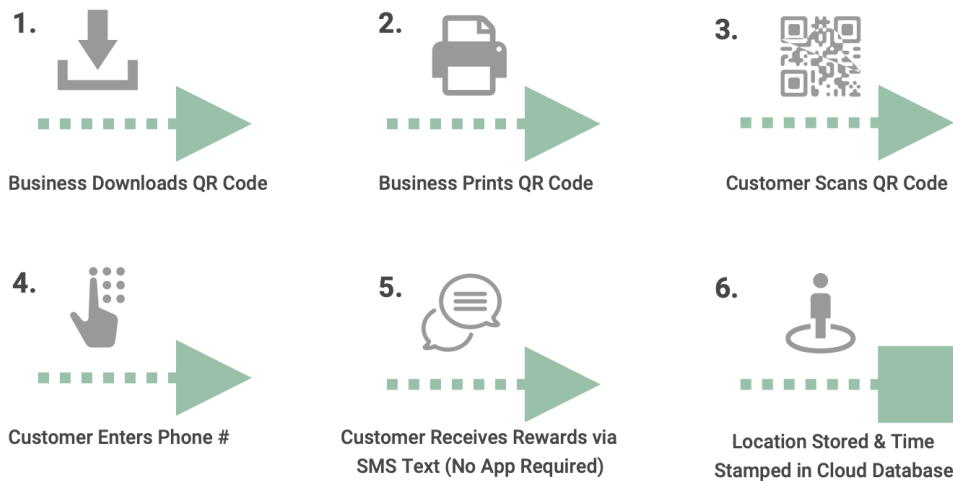
### For Local Economic Development Experts



### Value

- Access to data:
  - Foot traffic
  - Merchant Analytics
  - Trends and more

## QR Code Deployment: Process Map



Presented by Steven Khong, CEO, Curacubby



### 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 benefits<sup>4</sup> of loyalty programs utilized by large corporations for a fraction of the cost (initially free or low-cost).

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<sup>4</sup> Loyalty 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](http://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](http://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 prohibitive<sup>5</sup>;
- 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](http://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).

---

### <sup>5</sup> 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](http://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](https://youtu.be/lH624yfO_uc)
- Government Data Dashboard:
  - SafeELP City Dashboard - [Watch Video](#)

---

**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**

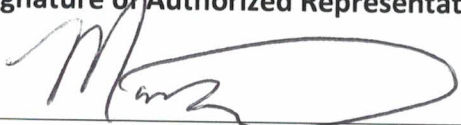
Small Business Rewards Budget					
		fixed	per month	24 months	Total
Small Business Rewards Technology (assumes 500 businesses)				\$ 264,000.00	
Buy EP and EPBusinessStrong Websites					
	gamification/ web developmnet	\$ 15,000.00		\$ 15,000.00	
	Tech Support		\$ 1,000.00	\$ 24,000.00	
Communications 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	
	<b>Total</b>			\$ 935,619.00	<b>\$ 935,619.00</b>
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	<b>\$ 313,903.24</b>
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	<b>\$ 186,000.00</b>
<b>TOTAL</b>					<b>\$ 1,435,522.24</b>

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Agreement/Amendment: \_\_\_\_\_

<b>Legal Name of Contractor:</b>  Better Business Bureau Foundation of El Paso	<b>FFATA Contact # 1 Name, Email and Phone Number:</b> Mary Stevens <a href="mailto:marybeth@bbbelpaso.org">marybeth@bbbelpaso.org</a> 915-577-0195
<b>Primary Address of Contractor:</b>  550 E. Paisano El Paso, Texas 79901	<b>FFATA Contact #2 Name, Email and Phone Number:</b> Annabel Mendez <a href="mailto:associate@bbbelpaso.org">associate@bbbelpaso.org</a> 915-577-0195
<b>ZIP Code: 9-digits Required <a href="http://www.usps.com">www.usps.com</a></b>  <div style="border: 1px solid black; display: inline-block; padding: 2px;">             7 9 9 0 1 - 2 8 3 6           </div>	<b>DUNS Number: 9-digits Required <a href="http://www.sam.gov">www.sam.gov</a></b>  <div style="border: 1px solid black; display: inline-block; padding: 2px;">             9 6 6 2 6 9 3 2 1           </div>
<b>State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits</b>  <div style="border: 1px solid black; display: inline-block; padding: 2px;">             n/a           </div>	

<b>Printed Name of Authorized Representative</b> Mary Stevens	<b>Signature of Authorized Representative</b> 
<b>Title of Authorized Representative</b> President, BBB E Paso	<b>Date</b> Oct. 6, 2022

## Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.  
If your answer is "No", answer questions "A" and "B".

---

### **A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

### **B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☒ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

---

### **C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

---

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;  
Sally Tom:300000*

**Provide compensation information here:**

---

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**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).

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**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:						
	<b>AUTOMOBILE LIABILITY</b>						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)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						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

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ACORD 25 (2016/03)

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**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.



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## 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*

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- 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.

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- **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:

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- 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.<sup>1</sup>

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.

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<sup>1</sup> 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.

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Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
<b>Analysis</b>	<ul style="list-style-type: none"> <li>Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group)</li> <li>Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class</li> </ul>	<ul style="list-style-type: none"> <li>Types of responses can include a program, service, or capital expenditure</li> <li>Response should be related and reasonably proportional to the harm</li> <li>Response should also be reasonably designed to benefit impacted individual or class</li> </ul>
<b>Simplifying Presumptions</b>	<ul style="list-style-type: none"> <li>Final Rule presumes certain populations and classes are impacted and disproportionately impacted</li> </ul>	<ul style="list-style-type: none"> <li>Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts</li> </ul>

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.<sup>2</sup> 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.”

<sup>2</sup> 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

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## 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.<sup>3</sup> 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.

<sup>3</sup> 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 Fund<sup>4</sup>

<sup>4</sup> 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).

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***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 benefits<sup>5</sup>
- ✓ 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.<sup>6</sup> 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.

<sup>5</sup> 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.

<sup>6</sup> 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 housing<sup>7</sup>
- ✓ 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)

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<sup>7</sup> 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 Act<sup>8</sup> (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:

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<sup>8</sup> 15 U.S.C. 632.



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- ✓ 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,<sup>9</sup> 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.

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<sup>9</sup> 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.

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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

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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.

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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.<sup>10</sup> 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:**

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<sup>10</sup> 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.

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- ✓ 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:

<b>If a project has total capital expenditures of</b>	<b>and the use is enumerated by Treasury as eligible, then</b>	<b>and the use is beyond those enumerated by Treasury as eligible, then</b>
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.

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- *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:

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| ✗ 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
<b>Analysis</b>	<ul style="list-style-type: none"> <li>Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group)</li> <li>Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class</li> </ul>	<ul style="list-style-type: none"> <li>Types of responses can include a program, service, or capital expenditure</li> <li>Response should be related and reasonably proportional to the harm</li> <li>Response should also be reasonably designed to benefit impacted individual or class</li> </ul>

**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

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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

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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:

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| ✓ 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.

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**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.

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**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.

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## 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*

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## 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.

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### 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*

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Items 46, 47, and 48

# Small Business Recovery + Growth

Partnerships between the City and LiftFund, the Better Business Bureau, and Project Vida for the provision of small business services

Goal 1. Create an environment conducive to strong, sustainable economic development



# Council Requested Action:

## Continue + Grow Small Business Assistance

Authorize the City Manager to execute Subrecipient Agreements between the City and:



- **LiftFund** providing **\$2,500,000** 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.



- **Project Vida** providing **\$200,000** to hire staff to conduct outreach and technical assistance, including assisting underrepresented businesses in the submission of applications for grant opportunities through the **Microenterprise Technical Assistance Program**.



- **Better Business Bureau** providing **\$1,435,522** to administer American Rescue Plan Act ("ARPA") funds to continue the **EP Business Strong** and **Buy El Paso** programs and to implement the new **El Paso Small Business Rewards Program**.



# Economic Recovery: A Focus on El Paso's Small Businesses



**Improve  
Liquidity +  
Cash Flow**



**Stimulate  
Demand**



**(Re)Start +  
Grow  
Operations**

**3 Goals to Support Small Businesses**

**83%**

of El Paso County  
businesses have fewer  
than **20 employees**

**\$24M+**

Funding deployed to  
small business recovery  
efforts since March  
2020



# Economic Recovery:

## City-Sponsored Small Business Programs

Goal	Program	Funding
Improve Liquidity + Cash Flow	Small Business Financial Assistance (5 Partners)	\$17,334,000
	Small Business Recovery Program*	\$3,000,000
	Small Business Financial, Legal + Technical Assistance	\$400,000
	Childcare Assistance	\$156,000
Restart + Grow Operations	EPBusinessStrong.org	\$1,990,000
	Business Safety Alteration Financial Assistance	\$400,000
	Safety Product Access + Supply Chain Assistance	\$100,000
	Contract Training + Work Safe Assistance	\$113,000
	Downtown Sanitation Program	\$80,000
	Downtown Outdoor Dining Program	\$450,000
Stimulate Demand	E-Commerce Platform Development	\$100,000
	E-Commerce + Digital Platform Training	\$577,000
	"Buy El Paso" Marketing Initiative	\$50,000
Total		\$24,750,000

# 11

Community Partners  
Engaged in Rolling Out  
**15+ Programs** to Assist  
Small Businesses

# 1,566

Small Businesses  
Assisted with Grants



**Play Video Here**

# Economic Recovery:

## City-Sponsored Small Business Programs



### Technical Assistance

- E-commerce platforms developed for **130** businesses
- **1,040** businesses trained through one-on-one counseling or webinars
- Jobs Retained **1,379**



### 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



### 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 Recovery: Small Business Grant Recipient Feedback

**1,500+**

Small Businesses  
assisted with grants

**53%**

Non-employer or  
one employee

**65%**

In business less  
than 10 years

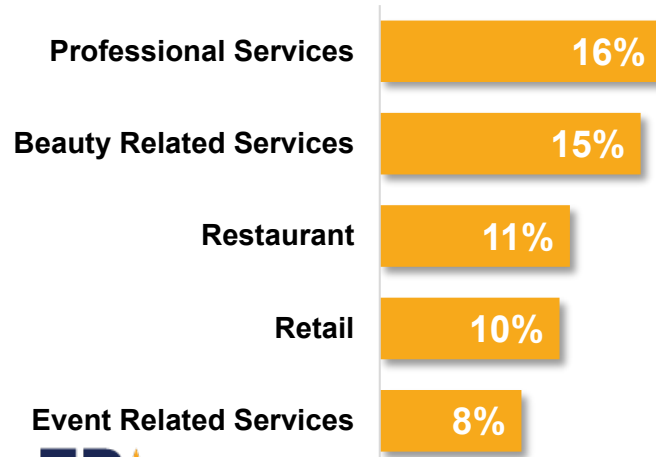
**23%**

Do not have a relationship  
with a bank or credit union

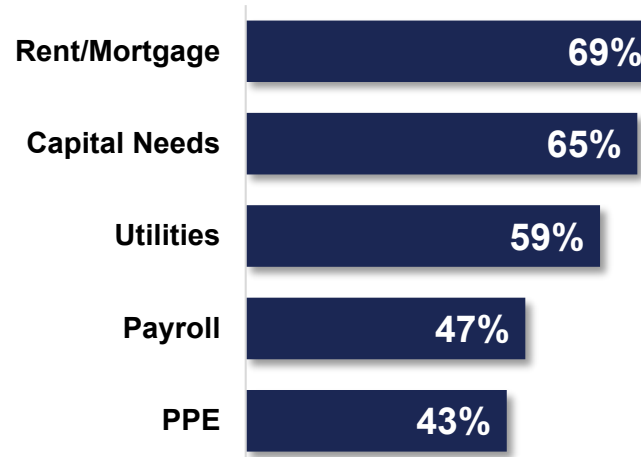
**11%**

Attempted to access capital  
through traditional bank loans

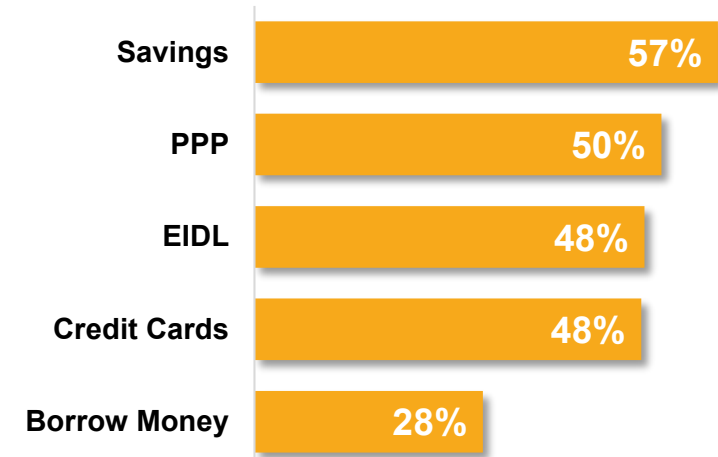
**Business Respondent  
Profile by Sector, Top 5**



**Planned Uses for Grant,  
Top 5 (%)**



**Business Capital Access,  
Top 5 (%)**



# Council Approved **Local American Rescue Plan** **Allocation for Small Business Support**

## **4** Strategies to Support Existing + New Small Businesses

**Increase  
Access to  
Capital**

**Address  
Workforce  
Needs**

**\$4.8M**

**Strengthen the  
Entrepreneurial  
Support  
Ecosystem**

**\$3.0M**

**Support Strong  
Partnerships to  
Optimize  
Growth  
(Manufacturing  
Focus)**

**\$6.2M**

Of that, \$2.5M to be allocated to  
Small Business Grant Program

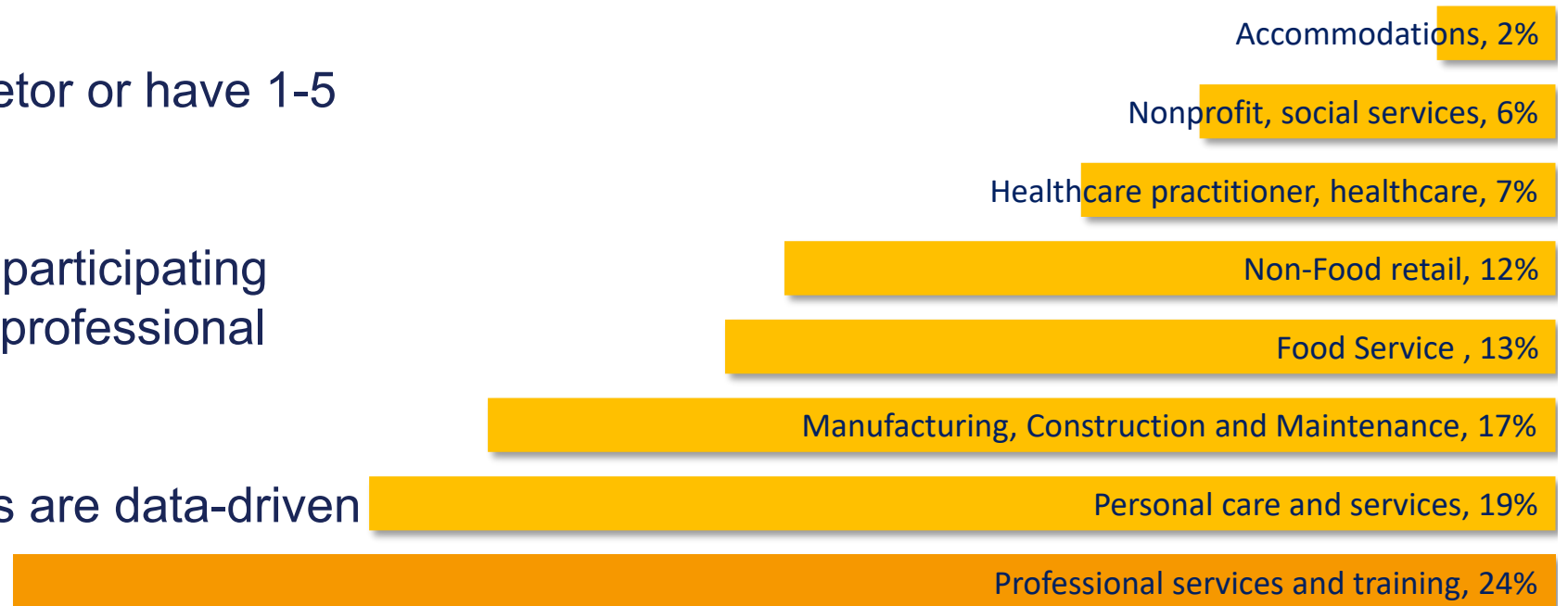
**\$14M**  
**Total Investment**

# Recent Survey:

## Small Business Respondent 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
- Program recommendations are data-driven

### Type of Business





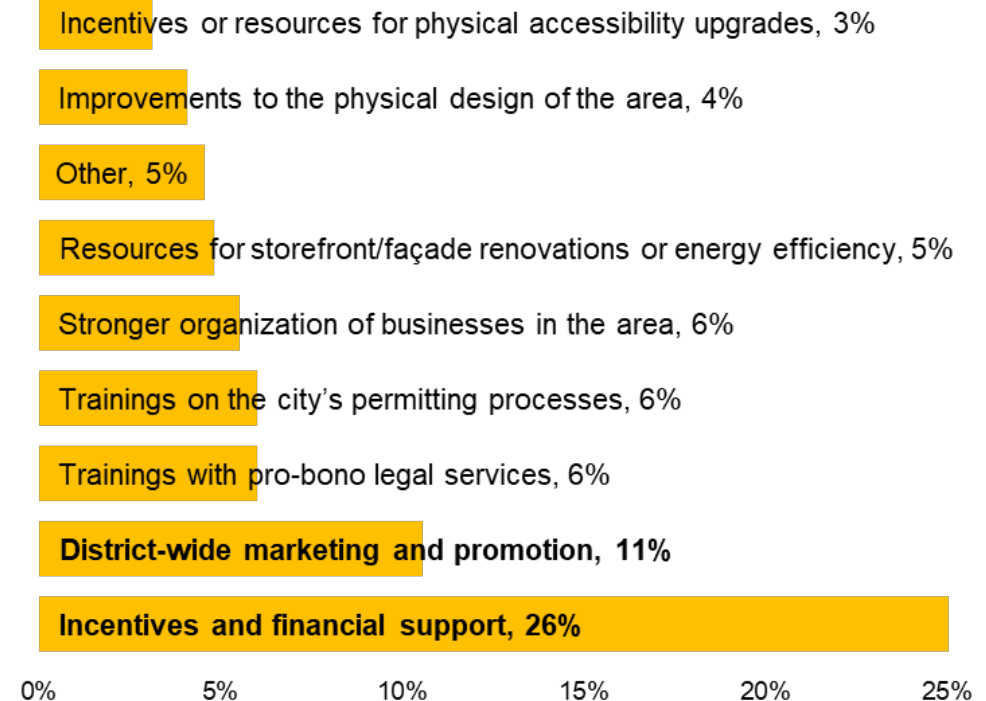
# Recent Survey:

## Small Business Feedback

Which topics or tools are you most interested in developing or strengthening for your business?

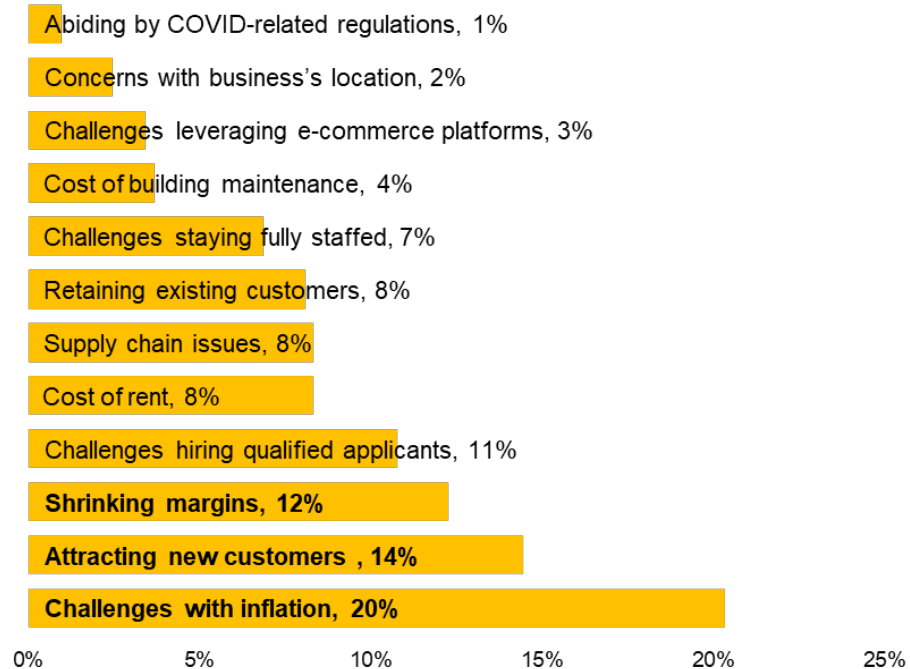


What types of support would you like to see offered that would help your business thrive?



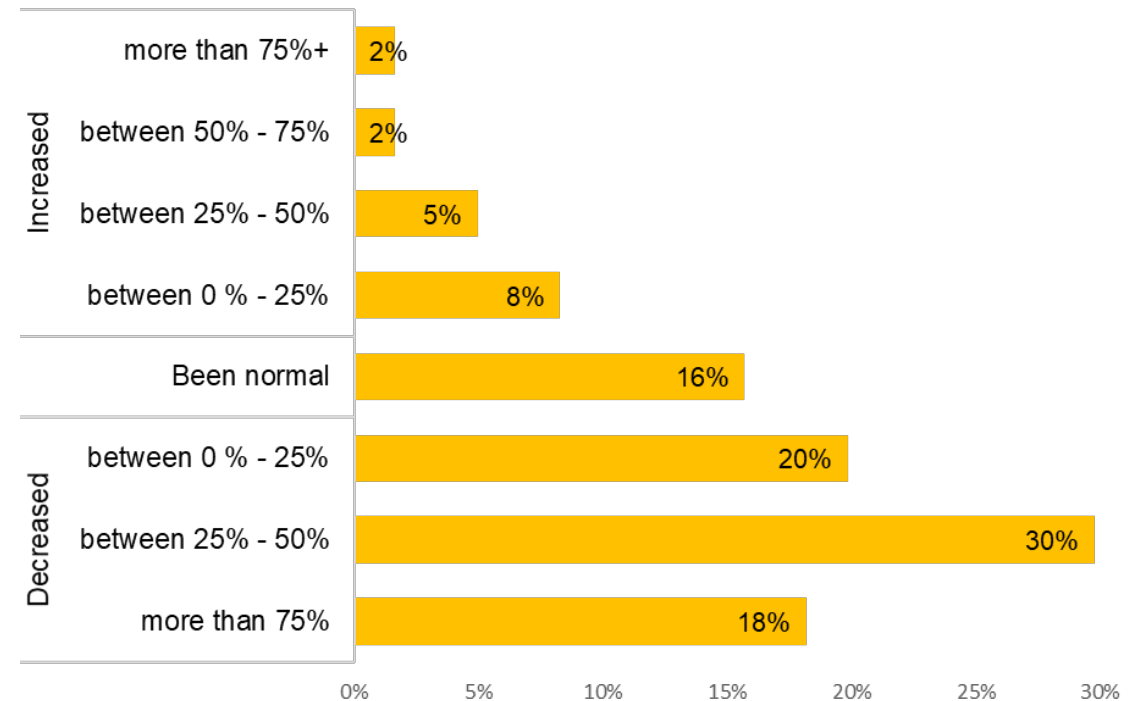
# Recent Survey: Small Business Feedback

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?



# Small Business Assistance: Programs For Consideration

---

## Goal: Increase Access to Capital

1

### Small Business Financial Assistance:

LiftFund: \$2,500,000

2

### Financial Literacy + Technical Assistance + Community Outreach:

Project Vida: \$200,000

---

## Goal: Strengthen Entrepreneurial Support Ecosystem

3

### Marketing Campaign Partnerships:

Better Business Bureau: \$1,435,522

# What's in a Name?



The word LIFT has an inspirational meaning which is why it is often used, services are different.



It means to raise, rise, elevate, pick up, boost, and uplift.

# LiftFund: 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

## Buy-down interest rate

- Interest buy-down to **2%**
- Available for loans up to \$100,000

Approximately **215** businesses will receive funds



Budget	
Grants	\$2,150,000
Interest Buy-down	\$100,000
Administration Fee 10%	\$250,000
	<b>\$2,500,000</b>

# Project Vida: 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
	<b>\$200,000</b>



# Better Business Bureau: Continue Existing, Successful Programs

- **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

# Better Business Bureau: **El Paso Business Strong** **[epbusinessstrong.org](http://epbusinessstrong.org)**

## Made in El Paso

- Video and blog series supporting local small businesses that create unique items
- **24 business** received marketing and publicity free of charge, through this initiative

## Success Stories

- Highlighted local businesses through video
- Captured how businesses navigated the pandemic using resources shared on the website
- Website pivoted from pandemic response tool to premier business resource digital center

## BBB Tips

- Video series to answer common questions business owners may have.
- Topics: Why have a business website?, What is a Community Development Financial Institution?

# Better Business Bureau: Buy El Paso



## 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.

**When you Buy El Paso  
...You ♥ El Paso**

# Better Business Bureau: **Create New Programs**

## El Paso Small Business Rewards 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



# Council Requested Action:

## Continue + Grow Small Business Assistance

Authorize the City Manager to execute Subrecipient Agreements between the City and:



- **LiftFund** providing **\$2,500,000** 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.



- **Project Vida** providing **\$200,000** to hire staff to conduct outreach and technical assistance, including assisting underrepresented businesses in the submission of applications for grant opportunities through the **Microenterprise Technical Assistance Program**.



- **Better Business Bureau** providing **\$1,435,522** to administer American Rescue Plan Act ("ARPA") funds to continue the **EP Business Strong** and **Buy El Paso** programs and to implement the new **El Paso Small Business Rewards Program**.



## 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

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**File #: 23-153, Version: 1**

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**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:** January 31, 2023  
**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 9<sup>th</sup> 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 \_\_\_\_\_, 2023.

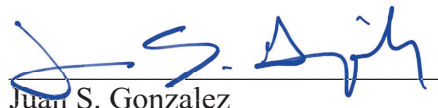
**CITY OF EL PASO:**

\_\_\_\_\_  
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 9<sup>th</sup> 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](mailto: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)*

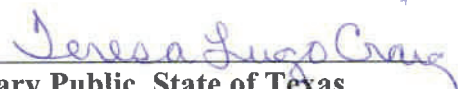
**SUB-RECIPIENT:**  
**PROJECT VIDA, INC.**

  
\_\_\_\_\_  
William Schlesinger  
Director

**ACKNOWLEDGEMENT**

**THE STATE OF TEXAS   §**  
**§**  
**COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this 19<sup>th</sup> 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: Spring 2023*

*Program Period End: Fall 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.



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**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	<b>2317</b>
Clients Completing TA Program	Client files	160	237	137	<b>534</b>
New Business Starts	Client files	16	57	51	<b>124</b>
Successfully Obtained Microloan	Liftfund, People Fund, EPC	53	55	42 PPP	<b>53</b>
Grants	Recover Cares Program	0	0	212	<b>212</b>
Jobs Created/Retained	Client files	235	496	174	<b>905</b>



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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.



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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



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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.



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<b>T1.1 - Organizational Experience</b>		<b># of Disadvantaged Microentrepreneurs Served</b>		
<b>Workshop/Seminar/Course/TA</b>		<b>FY2018/19</b>	<b>FY 2019/2020</b>	<b>FY 2020/2021</b>
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
<b>Total # of unduplicated Microentrepreneurs</b>		<b>614</b>	<b>1085</b>	<b>1580</b>

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.

<b>T1.2 - Marketing Plan</b>
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.



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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



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## 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.

<b>T1.4- Implementation Internal Task or Process</b>	<b>Due Date</b>	<b>Performance Threshold (i.e. what defines success)</b>
Preparation for program implementation, including training staff members, providing training on procedures, content. Begin expanding outreach activities to recruit new clients.	Spring 23	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.	Spring 23- Fall 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.	Spring 23- Fall 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.	Spring 23- Fall 24	Provide at least 8 events for networking among participants during the year. November 15 <sup>th</sup> 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.	Spring 23- Fall 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.	Spring 23- Fall 24	Maintain a database compiling accurate data on participants.



Computer and digital literacy	Spring 23- Fall 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.	Fall 24	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.

<b>T1.5 - Milestones</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>Project timeline</b>
<b>Mandatory Milestones</b>					
# of Non-Disadvantaged Entrepreneurs Counseled	30	40	60	25	155
# of Disadvantaged Entrepreneurs Counseled	40	60	75	85	260
<b>Milestones from Your Technical Proposal</b>					
# 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



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## 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



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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.



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## 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	



<b>Timestamp</b> 7/8/2022 12:10:58	<b>Tech Assessor</b> Erika Gardea	<b>Month</b> July	<b>MTAP Date Enrolled</b> 7/6/2022
<b>Is this a new business?</b> Yes	<b>Client's Name</b> Judith Franco	<b>Company's Name</b> All Purpose Maids	<b>Type of Business</b> Sole Proprietorship
<b>NAICS Code</b> 561720	<b>Type of Industry (According with NAICS code)</b> 56 Administrative and Support and Waste Management and Remediation Services	<b>Business Street Address</b> 8857 Harding Way	<b>Business -City or El Paso District</b> El Paso District #7
<b>Client's Home Street Address</b> 8857 Harding Way	<b>Business Zip Code</b> 79907	<b>Residence City or El Paso District</b> El Paso District #7	<b>Residence Zip Code</b> 79907
<b>Best Contact Phone Number</b> 9152825746	<b>E-Mail</b> judithalmazan18@gmail.com	<b>Gender</b> Female	<b>Age</b> 35-44
<b>How much is client annual income?</b>  \$25,000.00	<b>According with HUD Income Limits, which is our client's Income Limit Category?</b> Very Low Income	<b>is client disabled?</b>  No	<b>Ethnicity</b>  Hispanic
<b>Race</b> White	<b>Is this a Female headed household?</b> Yes	<b>Family Size</b> 3	<b>is client receiving government subsidies?</b> Food Stamps
<b>Number of Job Retain- Part Time</b> 0	<b>Number of Job Retain - Full Time</b> 0	<b>Number of New Job - Part Time</b> 0	<b>Number of New Job- Full Time</b> 1
<b>How did client know about Project Vida MTAP Services?</b> Referral	<b>Did the Client apply for loan ?</b>  No, Yet	<b>If client applied for a loan, please select the options that he/she used:</b>  EPC, Lift Fund	<b>Did the Client apply for a grant?</b>  No
<b>If yes, which grant did client apply for?</b>	<b>Is Client using social media?</b> Facebook	<b>Technical Assistance Survey (Please select in what areas your business needs assistance)</b> 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><b>Male Ethnicity:</b> Hispanic Female LGBTQ+</p>	<p><b>No Hispanic</b></p>	<p><b>Is the client a veteran</b> <b>or active military?</b></p>
<p><b>Is the client disabled?</b> Yes No</p>	<p><b>Race:</b> 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><b>Is this a Female Headed Household?</b> 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
<b>Total Project Expenses</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
			<b>\$</b>	<b>200,000.00</b>




## Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Agreement/Amendment: \_\_\_\_\_

<b>Legal Name of Contractor:</b>  Project Vida	<b>FFATA Contact # 1 Name, Email and Phone Number:</b> Bill Schlesinger <a href="mailto:w.schlesinger@pvida.net">w.schlesinger@pvida.net</a> (915) 490-6148																				
<b>Primary Address of Contractor:</b>  3607 Rivera Avenue El Paso, TX 79905	<b>FFATA Contact #2 Name, Email and Phone Number:</b> Marianna Arroyo <a href="mailto:m.arroyo@pvida.net">m.arroyo@pvida.net</a> (915) 465-1191 ext. 201																				
<b>ZIP Code: 9-digits Required <a href="http://www.usps.com">www.usps.com</a></b>  <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td>7</td><td>9</td><td>9</td><td>0</td><td>5</td><td>-</td><td>2</td><td>4</td><td>1</td><td>5</td> </tr> </table>	7	9	9	0	5	-	2	4	1	5	<b>DUNS Number: 9-digits Required <a href="http://www.sam.gov">www.sam.gov</a></b>  SAM UEI: GVUMJQWLLK44 <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>										
7	9	9	0	5	-	2	4	1	5												
<b>State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits</b> As a non-profit Project Vida does not have this. Our Texas ID is 17424816795 <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>																					

<b>Printed Name of Authorized Representative</b> Bill Schlesinger	<b>Signature of Authorized Representative</b> 
<b>Title of Authorized Representative</b> Co-Director	<b>Date</b>  10/5/2022

## Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.

If your answer is "No", answer questions "A" and "B".

---

### **A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☒ Yes ☐ No

### **B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☒ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

---

### **C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

---

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;  
Sally Tom:300000*

---

**Provide compensation information here:**

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**ATTACHMENT “C”**  
**INSURANCE CERTIFICATES / CERTIFICATIONS**

**ACORD**<sup>TM</sup>**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).

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<b>INSURED</b> <b>Project Vida &amp; PV Community Development</b> <b>3607 Rivera Ave.</b> <b>El Paso, TX 79905</b>	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2"><b>INSURER A : Philadelphia Indemnity Insurance Co.</b></td><td><b>18058</b></td></tr> <tr> <td colspan="2"><b>INSURER B : Texas Mutual Insurance Company</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER C :</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER D :</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER E :</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER F :</b></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A : Philadelphia Indemnity Insurance Co.</b>		<b>18058</b>	<b>INSURER B : Texas Mutual Insurance Company</b>			<b>INSURER C :</b>			<b>INSURER D :</b>			<b>INSURER E :</b>			<b>INSURER F :</b>		
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			<b>PHPK2393166</b>	<b>03/21/2022</b>	<b>03/21/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	OTHER:						\$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>			<b>PHPK2393166</b>	<b>03/21/2022</b>	<b>03/21/2023</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<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) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>0001286934</b>	<b>04/26/2022</b>	<b>04/26/2023</b>	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N		<b>N / A</b>				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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<b>City of El Paso Public</b> <b>Facilities Compliance Monitor</b> <b>300 N. Campbell</b> <b>El Paso, TX 79901</b>	<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> 
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**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.



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## 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*

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- 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*

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- 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.<sup>1</sup>

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.

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<sup>1</sup> 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
<b>Analysis</b>	<ul style="list-style-type: none"> <li>Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group)</li> <li>Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class</li> </ul>	<ul style="list-style-type: none"> <li>Types of responses can include a program, service, or capital expenditure</li> <li>Response should be related and reasonably proportional to the harm</li> <li>Response should also be reasonably designed to benefit impacted individual or class</li> </ul>
<b>Simplifying Presumptions</b>	<ul style="list-style-type: none"> <li>Final Rule presumes certain populations and classes are impacted and disproportionately impacted</li> </ul>	<ul style="list-style-type: none"> <li>Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts</li> </ul>

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.<sup>2</sup> 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.”

<sup>2</sup> 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

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## 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.<sup>3</sup> 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.

<sup>3</sup> 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 Fund<sup>4</sup>

<sup>4</sup> 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).

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***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 benefits<sup>5</sup>
- ✓ 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.<sup>6</sup> 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.

<sup>5</sup> 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.

<sup>6</sup> 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 housing<sup>7</sup>
- ✓ 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)

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<sup>7</sup> 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 Act<sup>8</sup> (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:

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<sup>8</sup> 15 U.S.C. 632.



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- ✓ 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,<sup>9</sup> 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.

<sup>9</sup> 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.

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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

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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.

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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.<sup>10</sup> 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:**

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<sup>10</sup> 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.

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- ✓ 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:

<b>If a project has total capital expenditures of</b>	<b>and the use is enumerated by Treasury as eligible, then</b>	<b>and the use is beyond those enumerated by Treasury as eligible, then</b>
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.

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- *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"> <li>Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group)</li> <li>Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class</li> </ul>	<ul style="list-style-type: none"> <li>Types of responses can include a program, service, or capital expenditure</li> <li>Response should be related and reasonably proportional to the harm</li> <li>Response should also be reasonably designed to benefit impacted individual or class</li> </ul>

**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

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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

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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.

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**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.

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**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.

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## 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

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#### 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.

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## 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.

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### 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.

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Items 46, 47, and 48

# Small Business Recovery + Growth

Partnerships between the City and LiftFund, the Better Business Bureau, and Project Vida for the provision of small business services

Goal 1. Create an environment conducive to strong, sustainable economic development



# Council Requested Action:

## Continue + Grow Small Business Assistance

Authorize the City Manager to execute Subrecipient Agreements between the City and:



- **LiftFund** providing **\$2,500,000** 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.



- **Project Vida** providing **\$200,000** to hire staff to conduct outreach and technical assistance, including assisting underrepresented businesses in the submission of applications for grant opportunities through the **Microenterprise Technical Assistance Program**.



- **Better Business Bureau** providing **\$1,435,522** to administer American Rescue Plan Act ("ARPA") funds to continue the **EP Business Strong** and **Buy El Paso** programs and to implement the new **El Paso Small Business Rewards Program**.



# Economic Recovery: A Focus on El Paso's Small Businesses



**Improve  
Liquidity +  
Cash Flow**



**Stimulate  
Demand**



**(Re)Start +  
Grow  
Operations**

**3 Goals to Support Small Businesses**

**83%**

of El Paso County  
businesses have fewer  
than **20 employees**

**\$24M+**

Funding deployed to  
small business recovery  
efforts since March  
2020

# Economic Recovery:

## City-Sponsored Small Business Programs

Goal	Program	Funding
Improve Liquidity + Cash Flow	Small Business Financial Assistance (5 Partners)	\$17,334,000
	Small Business Recovery Program*	\$3,000,000
	Small Business Financial, Legal + Technical Assistance	\$400,000
	Childcare Assistance	\$156,000
Restart + Grow Operations	EPBusinessStrong.org	\$1,990,000
	Business Safety Alteration Financial Assistance	\$400,000
	Safety Product Access + Supply Chain Assistance	\$100,000
	Contract Training + Work Safe Assistance	\$113,000
	Downtown Sanitation Program	\$80,000
	Downtown Outdoor Dining Program	\$450,000
Stimulate Demand	E-Commerce Platform Development	\$100,000
	E-Commerce + Digital Platform Training	\$577,000
	"Buy El Paso" Marketing Initiative	\$50,000
Total		\$24,750,000

# 11

Community Partners  
Engaged in Rolling Out  
**15+ Programs** to Assist  
Small Businesses

# 1,566

Small Businesses  
Assisted with Grants



**Play Video Here**



# Economic Recovery:

## City-Sponsored Small Business Programs



### Technical Assistance

- E-commerce platforms developed for **130** businesses
- **1,040** businesses trained through one-on-one counseling or webinars
- Jobs Retained **1,379**



### 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



### 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 Recovery: Small Business Grant Recipient Feedback

**1,500+**

Small Businesses  
assisted with grants

**53%**

Non-employer or  
one employee

**65%**

In business less  
than 10 years

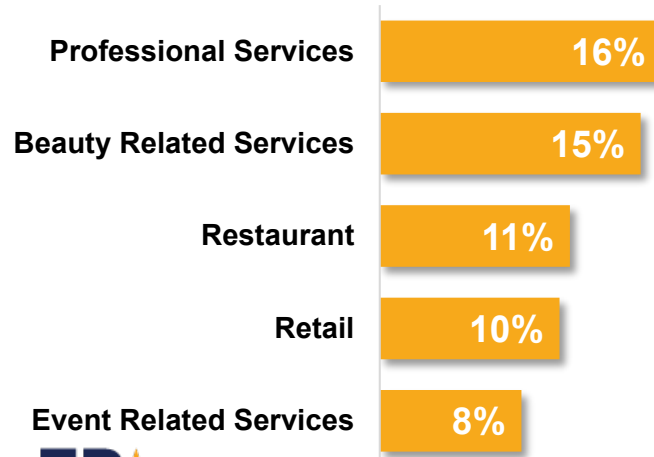
**23%**

Do not have a relationship  
with a bank or credit union

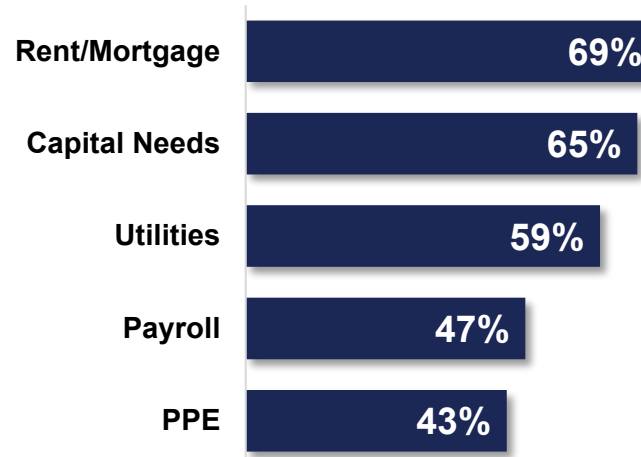
**11%**

Attempted to access capital  
through traditional bank loans

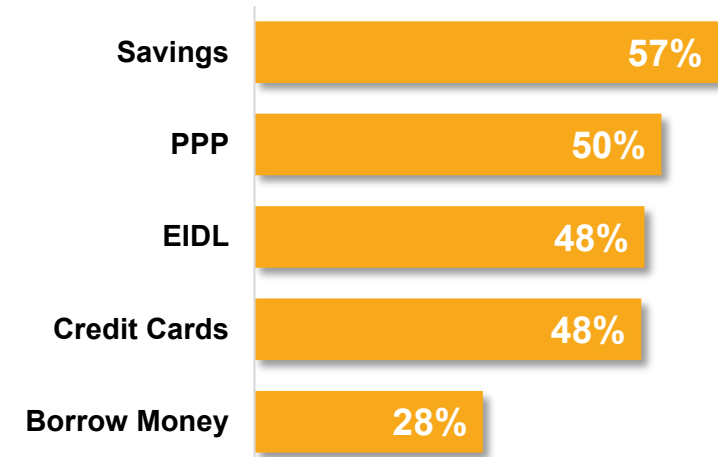
**Business Respondent  
Profile by Sector, Top 5**



**Planned Uses for Grant,  
Top 5 (%)**



**Business Capital Access,  
Top 5 (%)**



# Council Approved **Local American Rescue Plan** **Allocation for Small Business Support**

## **4** Strategies to Support Existing + New Small Businesses

**Increase  
Access to  
Capital**

**Address  
Workforce  
Needs**

**\$4.8M**

**Strengthen the  
Entrepreneurial  
Support  
Ecosystem**

**\$3.0M**

**Support Strong  
Partnerships to  
Optimize  
Growth  
(Manufacturing  
Focus)**

**\$6.2M**

Of that, \$2.5M to be allocated to  
Small Business Grant Program

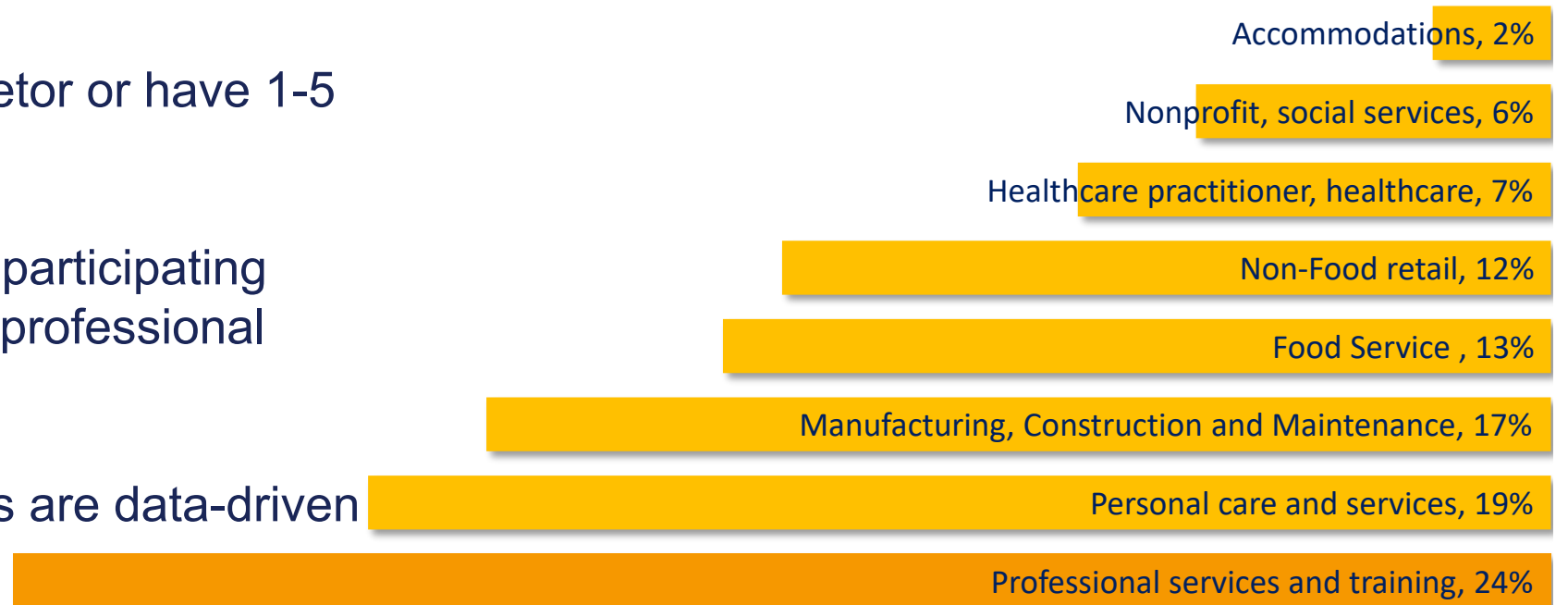
**\$14M**  
**Total Investment**

# Recent Survey:

## Small Business Respondent 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
- Program recommendations are data-driven

### Type of Business



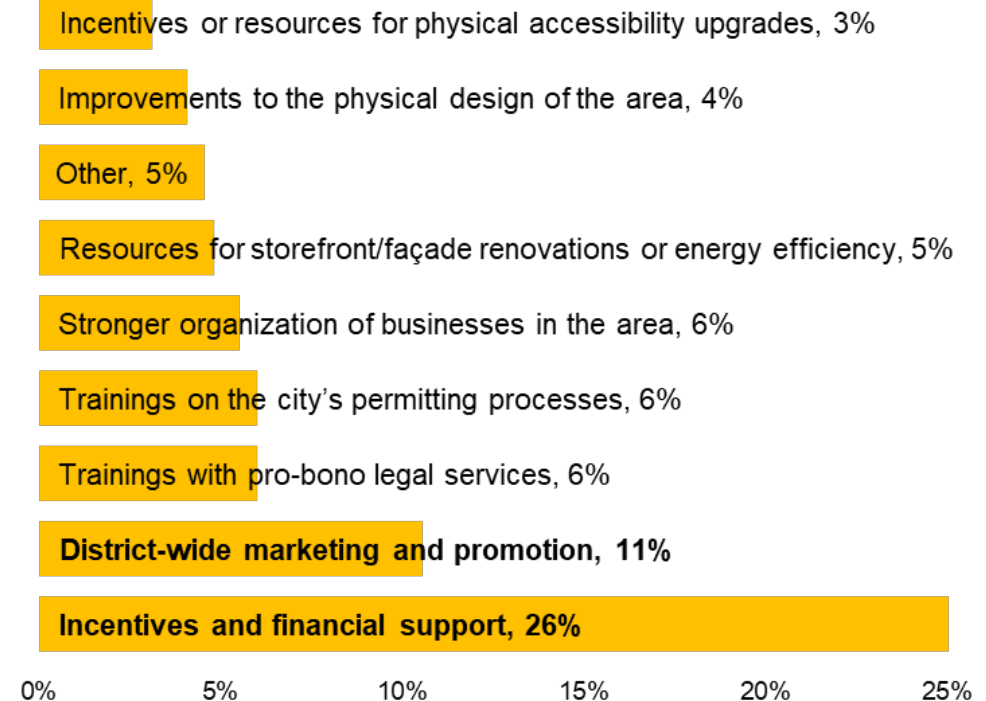
# Recent Survey:

## Small Business Feedback

Which topics or tools are you most interested in developing or strengthening for your business?

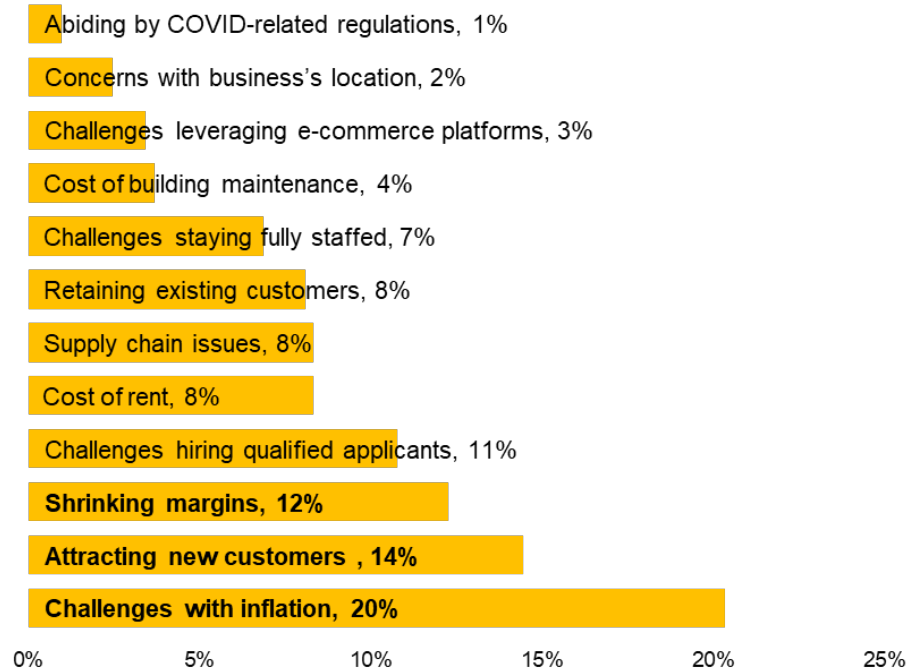


What types of support would you like to see offered that would help your business thrive?



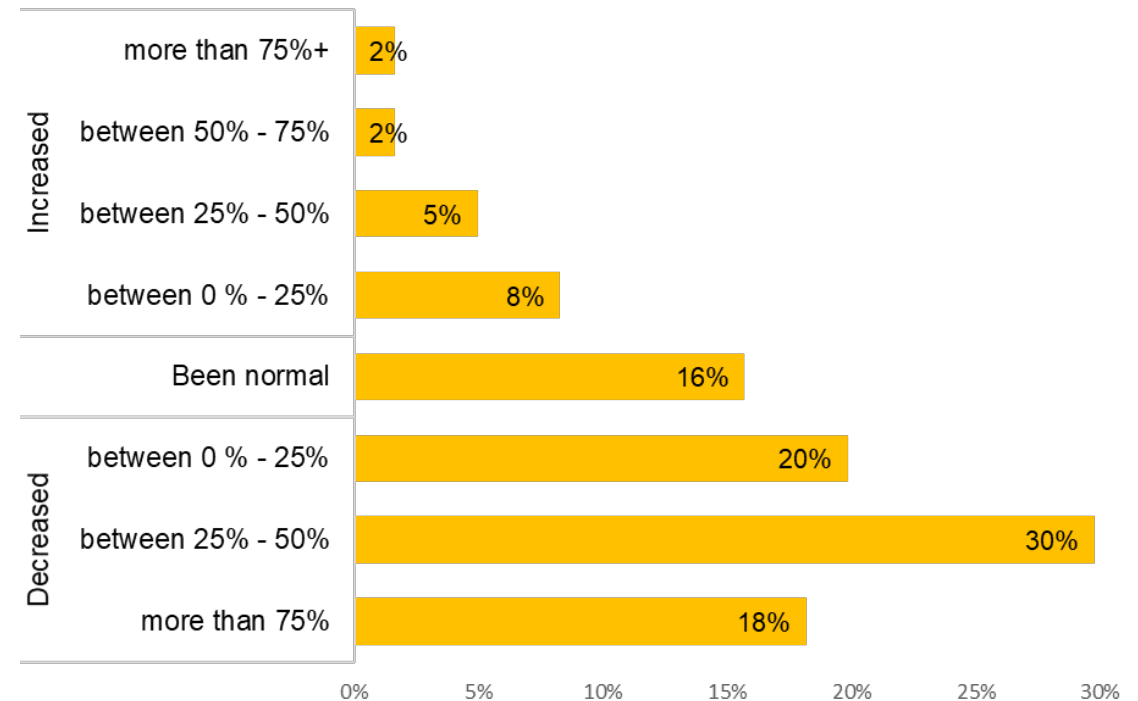
# Recent Survey: Small Business Feedback

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?





# Small Business Assistance: Programs For Consideration

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## Goal: Increase Access to Capital

1

### Small Business Financial Assistance:

LiftFund: \$2,500,000

2

### Financial Literacy + Technical Assistance + Community Outreach:

Project Vida: \$200,000

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## Goal: 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 grey below.The logo for lyft, in a stylized pink font.

It means to raise, rise, elevate, pick up, boost, and uplift.

# LiftFund: 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

## Buy-down interest rate

- Interest buy-down to **2%**
- Available for loans up to \$100,000

Approximately **215** businesses will receive funds



Budget	
Grants	\$2,150,000
Interest Buy-down	\$100,000
Administration Fee 10%	\$250,000
	<b>\$2,500,000</b>

# Project Vida: 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

# Better Business Bureau: Continue Existing, Successful Programs

- **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

# Better Business Bureau: **El Paso Business Strong**

**[epbusinessstrong.org](http://epbusinessstrong.org)**

## Made in El Paso

- Video and blog series supporting local small businesses that create unique items
- **24 business** received marketing and publicity free of charge, through this initiative

## Success Stories

- Highlighted local businesses through video
- Captured how businesses navigated the pandemic using resources shared on the website
- Website pivoted from pandemic response tool to premier business resource digital center

## BBB Tips

- Video series to answer common questions business owners may have.
- Topics: Why have a business website?, What is a Community Development Financial Institution?



# Better Business Bureau: Buy El Paso



## 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.

**When you Buy El Paso  
...You ♥ El Paso**

# Better Business Bureau: **Create New Programs**

## El Paso Small Business Rewards 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



# Council Requested Action:

## Continue + Grow Small Business Assistance

Authorize the City Manager to execute Subrecipient Agreements between the City and:



- **LiftFund** providing **\$2,500,000** 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.



- **Project Vida** providing **\$200,000** to hire staff to conduct outreach and technical assistance, including assisting underrepresented businesses in the submission of applications for grant opportunities through the **Microenterprise Technical Assistance Program**.



- **Better Business Bureau** providing **\$1,435,522** to administer American Rescue Plan Act ("ARPA") funds to continue the **EP Business Strong** and **Buy El Paso** programs and to implement the new **El Paso Small Business Rewards Program**.



## 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

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File #: 23-155, Version: 1

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**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 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.

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

**AGENDA DATE:** January 31, 2023  
**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 on a resolution authorizing the City Manager 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 9<sup>th</sup> 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 \_\_\_\_\_, 2023.

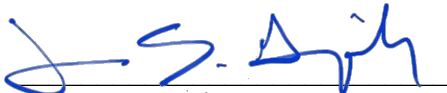
**CITY OF EL PASO:**

\_\_\_\_\_  
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](mailto: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]*

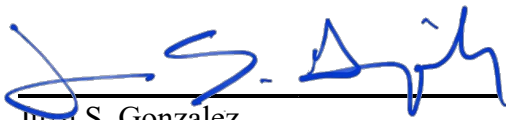
WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

**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

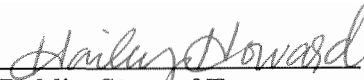
**ACKNOWLEDGEMENT**

**THE STATE OF TEXAS   §**

**§**  
**COUNTY OF EL PASO   §**

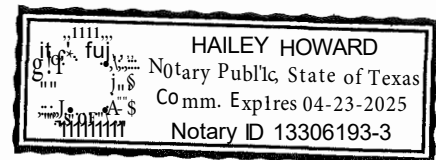
This instrument was acknowledged before me on this S, r<sup>h</sup> day of October, 20 22, by       

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.

<b>NAICS code</b>	<b>Industry</b>
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 serve 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 **July 2024** in which responders will indicate the primary use of the funds. LiftFund will not collect receipts for individual expenditures post - grant.

Program Timeline	
February 1, 2023	City Council approval and contract signed
February 1- March 10, 2023	Build online application and website.
March 6 – March 31, 2023	Program promotion: public virtual info session, social media, eblasts, press release, community outreach by City contractors
March 13 – May 31, 2023	Application Open Period (or until funds exhausted)
March 15, 2023	Program funds + ½ administrative fee released from City to LiftFund
March 31, 2023	First applicant Analysis Report submitted to City. Weekly pipeline reports submitted until program concludes.
April 3- June 9, 2023	Application Review, doc collection (or until funds exhausted)
April 10, 2023 – June 16, 2023	Award notification via DocuSign (or until funds exhausted)
April 17 – June 23, 2023	Funding disbursement to awardees (or until funds exhausted)
June 30, 2023	Final Grants Award Analysis Report due to EDD
July 7, 2023	½ Administrative Fee Payment due from City to LiftFund
July 2024	Follow up survey to recipients + results reported to City



215 estimated grant recipients

## II. Buy Down Guidelines

**Timeline:** Available on loans beginning March 2023 until funds are exhausted, no later than December 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%)	2%
	Payment Amount	\$476	\$430
	Monthly buy down		\$54
	Total buy down per loan		\$1932

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 2%, 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**

<b>Budget @ \$2,500,000 @ 10% admin fee</b>	<b>Associated Cost</b>
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

## Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Agreement/Amendment: \_\_\_\_\_

<b>Legal Name of Contractor:</b>  LiftFund, Inc.	<b>FFATA Contact # 1 Name, Email and Phone Number:</b> Daniela Paz <a href="mailto:dpaz@liftfund.com">dpaz@liftfund.com</a> (210) 960-4472																			
<b>Primary Address of Contractor:</b> 2014 S. Hackberry St. San Antonio, TX 78210	<b>FFATA Contact #2 Name, Email and Phone Number:</b> Liliane Spenlé <a href="mailto:lspenle@liftfund.com">lspenle@liftfund.com</a> 469-607-0624																			
<b>ZIP Code: 9-digits Required <a href="http://www.usps.com">www.usps.com</a></b>  <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td>7</td><td>8</td><td>2</td><td>1</td><td>0</td><td>-</td><td>3</td><td>5</td><td>4</td><td>1</td> </tr> </table>	7	8	2	1	0	-	3	5	4	1	<b>DUNS Number: 9-digits Required <a href="http://www.sam.gov">www.sam.gov</a></b>  <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td>9</td><td>5</td><td>7</td><td>1</td><td>6</td><td>6</td><td>7</td><td>9</td><td>6</td> </tr> </table>	9	5	7	1	6	6	7	9	6
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<b>Printed Name of Authorized Representative</b> Richard Ruebe	<b>Signature of Authorized Representative</b> 
<b>Title of Authorized Representative</b> Interim President	<b>Date</b> 9/30/22

**Fiscal Federal Funding Accountability and Transparency Act  
(FFATA) CERTIFICATION**

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.**

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes      x ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.

If your answer is "No", answer questions "A" and "B".

---

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes      x ☒ No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes      x ☒ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

---

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes      ☒ No

**If your answer is "Yes" to this question, where can this information be accessed?**

See 990's online <https://www.liftfund.com/impact/>

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**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**For example:**

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;  
Sally Tom:300000*

---

**Provide compensation information here:**

---

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**ATTACHMENT “C”**  
**INSURANCE CERTIFICATES / CERTIFICATIONS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2022

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).

<b>PRODUCER</b> SWBC Insurance Services, Inc. P O Box 791028  San Antonio TX 78279	<b>CONTACT NAME:</b> Nancy Hutchison <b>PHONE (A/C, No, Ext):</b> (800) 499-7922 <b>E-MAIL ADDRESS:</b> certificates.team@swbc.com <b>FAX (A/C, No):</b> (210) 525-0054
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Federal Insurance Company	
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2022 Master **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			36075860	07/06/2022	07/06/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 AI Own, Lssr, Cntr FromB \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73628895	07/06/2022	07/06/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78196906	07/06/2022	07/06/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	71835798	07/06/2022	07/06/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

City of El Paso is additional insured, blanket waiver of subrogation on all policies per written contract. 30 day notice of cancellation.

**CERTIFICATE HOLDER****CANCELLATION**

City of El Paso PO Box 1850  El Paso TX 79950	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>Nancy Hutchison</i>
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**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.



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## 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:

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- 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.<sup>1</sup>

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.

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<sup>1</sup> 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.

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Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
<b>Analysis</b>	<ul style="list-style-type: none"> <li>Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group)</li> <li>Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class</li> </ul>	<ul style="list-style-type: none"> <li>Types of responses can include a program, service, or capital expenditure</li> <li>Response should be related and reasonably proportional to the harm</li> <li>Response should also be reasonably designed to benefit impacted individual or class</li> </ul>
<b>Simplifying Presumptions</b>	<ul style="list-style-type: none"> <li>Final Rule presumes certain populations and classes are impacted and disproportionately impacted</li> </ul>	<ul style="list-style-type: none"> <li>Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts</li> </ul>

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.<sup>2</sup> 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.”

<sup>2</sup> 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

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## 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.<sup>3</sup> 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.

<sup>3</sup> 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 Fund<sup>4</sup>

<sup>4</sup> 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).

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***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 benefits<sup>5</sup>
- ✓ 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.<sup>6</sup> 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.

<sup>5</sup> 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.

<sup>6</sup> 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 housing<sup>7</sup>
- ✓ 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)

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<sup>7</sup> 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 Act<sup>8</sup> (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:

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<sup>8</sup> 15 U.S.C. 632.





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- ✓ Small businesses operating in Qualified Census Tracts
- ✓ Small businesses operating in the U.S. territories
- ✓ **Small businesses operated by Tribal governments or on Tribal lands**

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
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses



### 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,<sup>9</sup> 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.

<sup>9</sup> 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.

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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

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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.

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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.<sup>10</sup> 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:**

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<sup>10</sup> 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.

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- ✓ 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:

<b>If a project has total capital expenditures of</b>	<b>and the use is enumerated by Treasury as eligible, then</b>	<b>and the use is beyond those enumerated by Treasury as eligible, then</b>
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.

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- *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:

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|---|---|
| ✖ 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"> <li>Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group)</li> <li>Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class</li> </ul>	<ul style="list-style-type: none"> <li>Types of responses can include a program, service, or capital expenditure</li> <li>Response should be related and reasonably proportional to the harm</li> <li>Response should also be reasonably designed to benefit impacted individual or class</li> </ul>

**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

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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

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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:

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| ✓ 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.

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**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.

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**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.

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## 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"> <li>✗ 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</li> </ul>	<ul style="list-style-type: none"> <li>✗ Occur at the regular time for pension contributions but is larger than a regular payment would have been</li> </ul>
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### 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

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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*

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## 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



Items 46, 47, and 48

# Small Business Recovery + Growth

Partnerships between the City and LiftFund, the Better Business Bureau, and Project Vida for the provision of small business services

Goal 1. Create an environment conducive to strong, sustainable economic development





# Council Requested Action:

## Continue + Grow Small Business Assistance

Authorize the City Manager to execute Subrecipient Agreements between the City and:



- **LiftFund** providing **\$2,500,000** 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.



- **Project Vida** providing **\$200,000** to hire staff to conduct outreach and technical assistance, including assisting underrepresented businesses in the submission of applications for grant opportunities through the **Microenterprise Technical Assistance Program**.



- **Better Business Bureau** providing **\$1,435,522** to administer American Rescue Plan Act ("ARPA") funds to continue the **EP Business Strong** and **Buy El Paso** programs and to implement the new **El Paso Small Business Rewards Program**.

# Economic Recovery:

## A Focus on El Paso's Small Businesses



**Improve  
Liquidity +  
Cash Flow**



**Stimulate  
Demand**



**(Re)Start +  
Grow  
Operations**

**3 Goals to Support Small Businesses**

**83%**

of El Paso County  
businesses have fewer  
than **20 employees**

**\$24M+**

Funding deployed to  
small business recovery  
efforts since March  
2020

# Economic Recovery: City-Sponsored Small Business Programs

Goal	Program	Funding
Improve Liquidity + Cash Flow	Small Business Financial Assistance (5 Partners)	\$17,334,000
	Small Business Recovery Program*	\$3,000,000
	Small Business Financial, Legal + Technical Assistance	\$400,000
	Childcare Assistance	\$156,000
Restart + Grow Operations	EPBusinessStrong.org	\$1,990,000
	Business Safety Alteration Financial Assistance	\$400,000
	Safety Product Access + Supply Chain Assistance	\$100,000
	Contract Training + Work Safe Assistance	\$113,000
	Downtown Sanitation Program	\$80,000
	Downtown Outdoor Dining Program	\$450,000
Stimulate Demand	E-Commerce Platform Development	\$100,000
	E-Commerce + Digital Platform Training	\$577,000
	"Buy El Paso" Marketing Initiative	\$50,000
Total		\$24,750,000

# 11

Community Partners  
Engaged in Rolling Out  
**15+ Programs** to Assist  
Small Businesses

# 1,566

Small Businesses  
Assisted with Grants



**Play Video Here**



# Economic Recovery:

## City-Sponsored Small Business Programs



### Technical Assistance

- E-commerce platforms developed for **130** businesses
- **1,040** businesses trained through one-on-one counseling or webinars
- Jobs Retained **1,379**



### 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



### 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 Recovery: Small Business Grant Recipient Feedback

**1,500+**

Small Businesses  
assisted with grants

**53%**

Non-employer or  
one employee

**65%**

In business less  
than 10 years

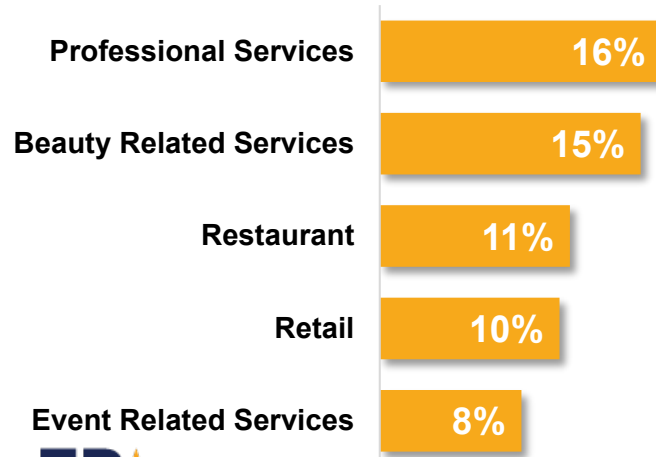
**23%**

Do not have a relationship  
with a bank or credit union

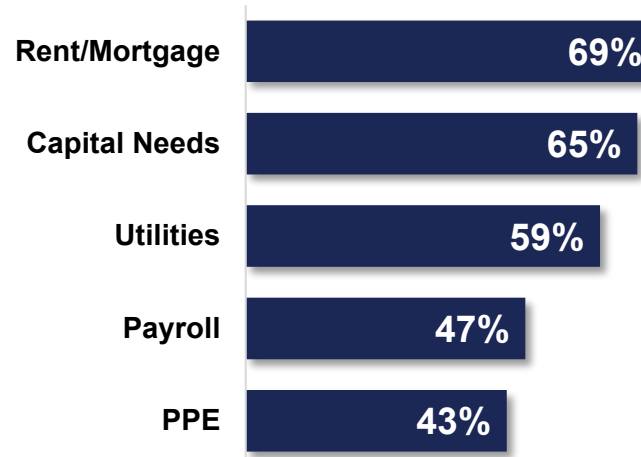
**11%**

Attempted to access capital  
through traditional bank loans

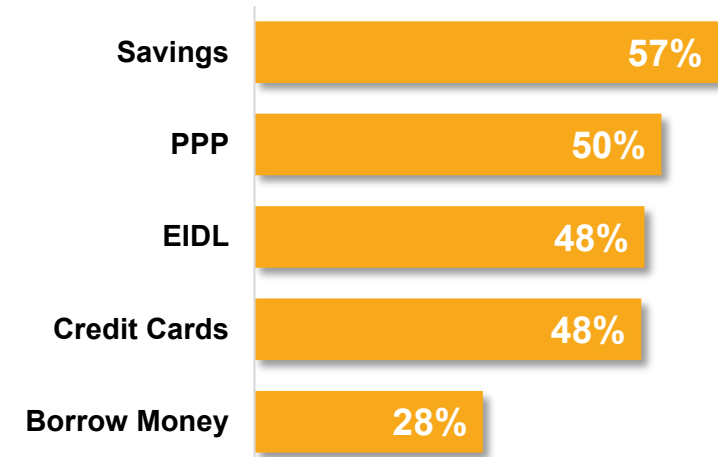
**Business Respondent  
Profile by Sector, Top 5**



**Planned Uses for Grant,  
Top 5 (%)**



**Business Capital Access,  
Top 5 (%)**



# Council Approved **Local American Rescue Plan Allocation for Small Business Support**

## **4 Strategies to Support Existing + New Small Businesses**



**\$3.0M**

**Support Strong Partnerships to Optimize Growth (Manufacturing Focus)**

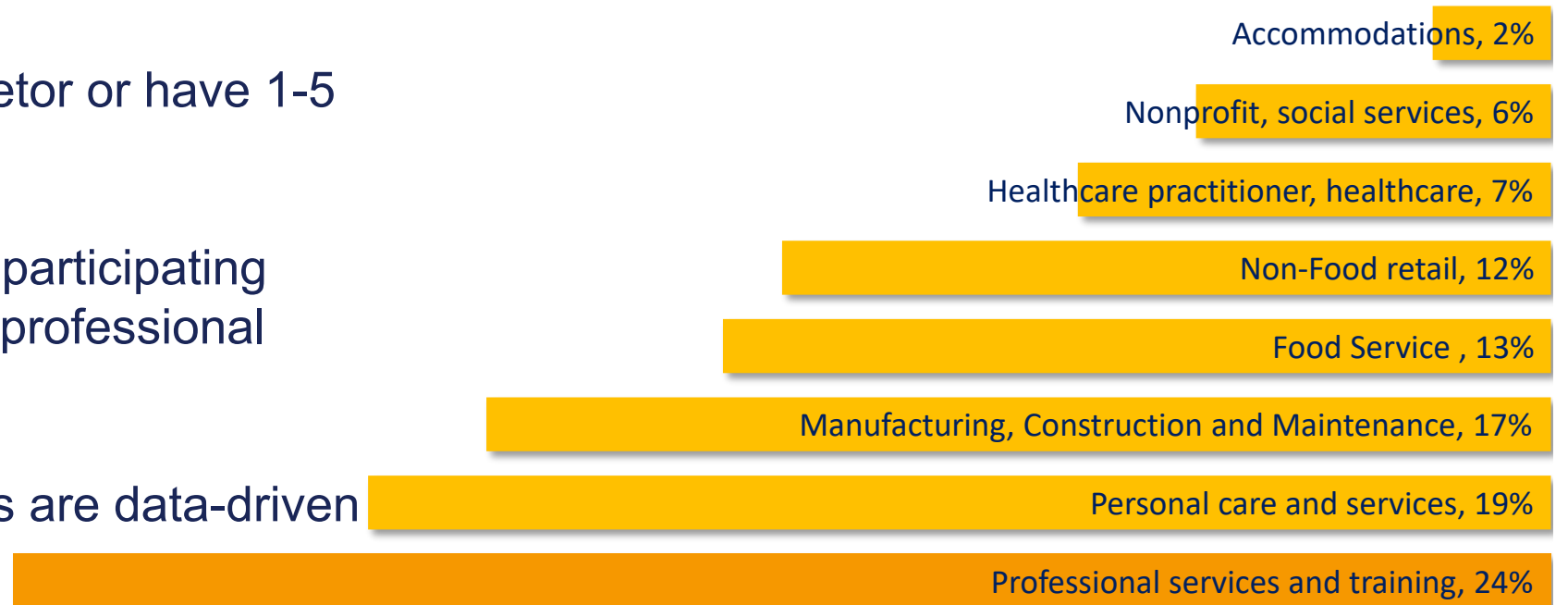
**\$14M**  
**Total Investment**

# Recent Survey:

## Small Business Respondent 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
- Program recommendations are data-driven

### Type of Business



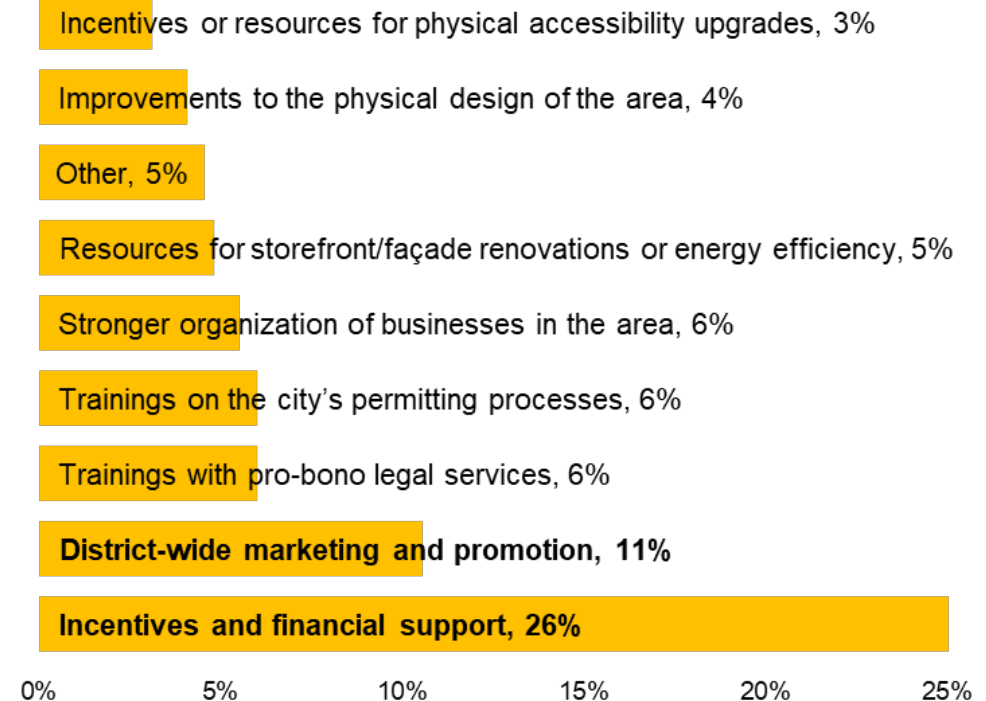
# Recent Survey:

## Small Business Feedback

Which topics or tools are you most interested in developing or strengthening for your business?



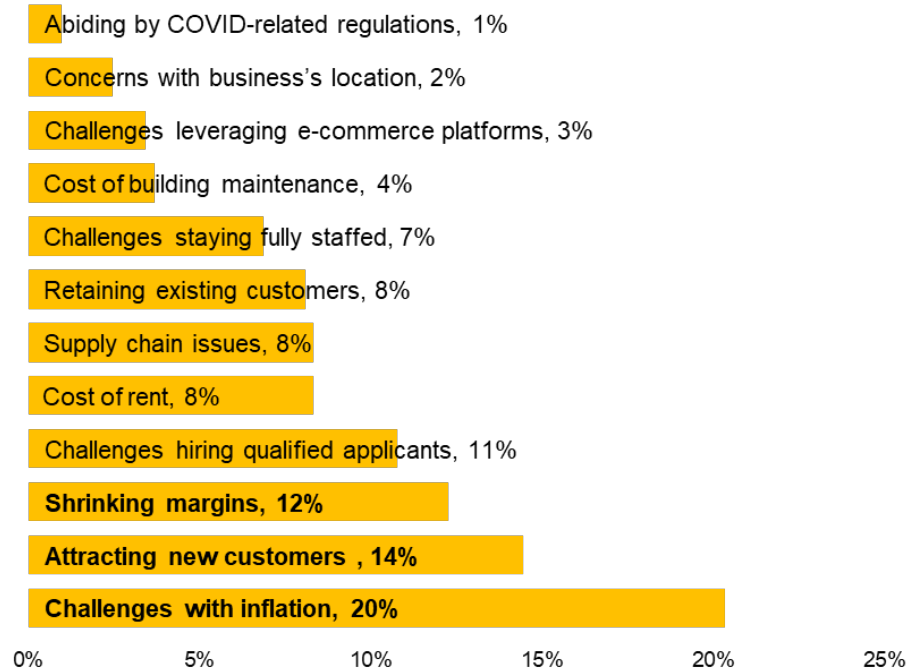
What types of support would you like to see offered that would help your business thrive?



# Recent Survey:

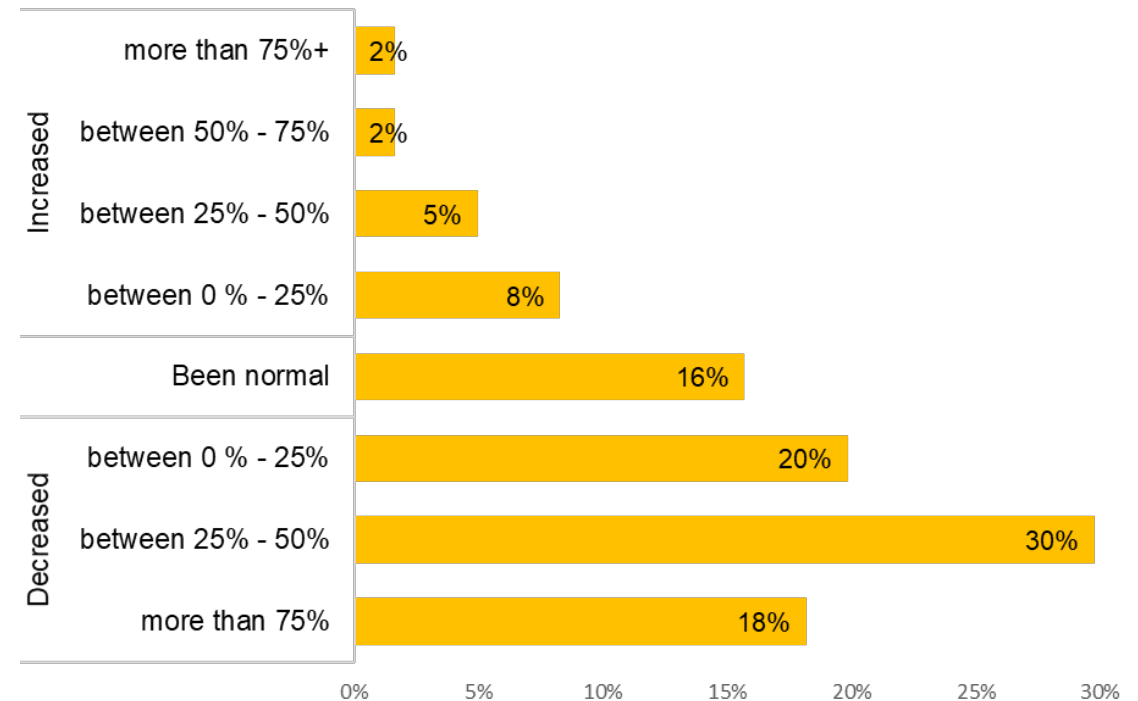
## Small Business Feedback

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?



# Small Business Assistance: Programs For Consideration

---

## Goal: Increase Access to Capital

1

### Small Business Financial Assistance:

LiftFund: \$2,500,000

2

### Financial Literacy + Technical Assistance + Community Outreach:

Project Vida: \$200,000

---

## Goal: 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 grey below.The logo for lyft, in a stylized pink font.

It means to raise, rise, elevate, pick up, boost, and uplift.

# LiftFund: 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

## Buy-down interest rate

- Interest buy-down to **2%**
- Available for loans up to \$100,000

Approximately **215** businesses will receive funds



Budget	
Grants	\$2,150,000
Interest Buy-down	\$100,000
Administration Fee 10%	\$250,000
	<b>\$2,500,000</b>

# Project Vida: 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
	<b>\$200,000</b>

# Better Business Bureau: Continue Existing, Successful Programs

- **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

# Better Business Bureau: **El Paso Business Strong**

**[epbusinessstrong.org](http://epbusinessstrong.org)**

## Made in El Paso

- Video and blog series supporting local small businesses that create unique items
- **24 business** received marketing and publicity free of charge, through this initiative

## Success Stories

- Highlighted local businesses through video
- Captured how businesses navigated the pandemic using resources shared on the website
- Website pivoted from pandemic response tool to premier business resource digital center

## BBB Tips

- Video series to answer common questions business owners may have.
- Topics: Why have a business website?, What is a Community Development Financial Institution?

# Better Business Bureau: Buy El Paso



## 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.

**When you Buy El Paso  
...You ♥ El Paso**

# Better Business Bureau: Create New Programs

## El Paso Small Business Rewards 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





# Council Requested Action:

## Continue + Grow Small Business Assistance

Authorize the City Manager to execute Subrecipient Agreements between the City and:



- **LiftFund** providing **\$2,500,000** 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.



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- **Better Business Bureau** providing **\$1,435,522** to administer American Rescue Plan Act ("ARPA") funds to continue the **EP Business Strong** and **Buy El Paso** programs and to implement the new **El Paso Small Business Rewards Program**.



## 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

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File #: 22-1537, Version: 1

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**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 on a Resolution approving capital improvements totaling approximately \$7,930,335.00, updating the document known as the "Five Year Capital Maintenance Improvement Plan for the Ballpark" for FY2023 through FY2027 and approving the use of 5-year ballpark revenues and proceeds from the sale of capital assets as funding sources for the Plan and authorizing the City Manager to make all necessary budget transfers to complete the improvements. Funding sources are from 5 Year Ballpark Revenue \$5,851,983 and Proceeds from the Sale of Capital Assets \$2,078,352. [POSTPONED FROM 12-13-2022 AND 01-18-2023]

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

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:** NA

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Yvette Hernandez 212-1860

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

**STRATEGIC GOAL:** No. 1: Cultivate an Environment Conducive to Strong Sustainable Economic Development  
No. 4: Enhance El Paso's Quality of Life through Recreational, Cultural, and Educational Environments

**SUBGOAL:** 1.3 Maximize venue efficiencies through revenue growth and control  
4.3 Establish technical criteria for improved Quality of Life facilities

**SUBJECT:**

Discussion and action on a resolution approving capital improvements totaling approximately \$5,847,162.00 updating the document known as the "Five Year Capital Maintenance Improvement Plan for the Ballpark" for FY2023 through FY2027 and approving the use of 5-year ballpark revenues and proceeds from the sale of capital assets as funding sources and authorizing the City Manager to make all necessary budget transfers to complete the improvements.

**BACKGROUND / DISCUSSION:**

Ballpark lease agreement requires development and Council approval of an annual five (5) year capital improvement plan to ensure the facility is maintained to major league baseball standards. The Tenant (MountainStar Sports Group) last submitted an updated plan for Council approval on August 31, 2021.

**PRIOR COUNCIL ACTION:**

1. Sept. 18, 2012 City Council approved an ordinance approving lease between the City and Mountain Star Sports Group
2. June 18, 2013 City Council approved an ordinance amending the lease between the City and Mountain Star Sports Group
3. February 28, 2017 City Council approved a five (5) year Capital Maintenance Plan for the Ballpark.
4. February 20, 2018 City Council approved an updated five (5) year Capital Maintenance Plan for the Ballpark.
5. January 5, 2021 City Council approved a five (5) year Capital Maintenance Plan.
6. May 25, 2021 City Council approved an amended Five (5) Year Capital Plan (adding a project)
7. August 31, 2021 City Council approved the 2022-2025 Capital Plan

**AMOUNT AND SOURCE OF FUNDING:** 5-year ballpark revenue  
Proceeds from the sale of capital assets

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Capital Improvement Department

Revised 04/09/2021

**SECONDARY DEPARTMENT:** Office and Management and Budget

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

Assistant Director Capital Improvement

*Jerry DeMuro / for*  
Yvette Hernandez, P.E. City Engineer

(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 of El Paso approves capital improvements(Exhibit "A" attached hereto,) totaling approximately \$5,847,162.00 which updates the document known as the "Five Year Capital Maintenance Improvement Plan for the Ballpark", as the established list of capital maintenance projects for the Ballpark also known as Southwest University Park for FY2023 through FY2027 and that the City Manager be authorized to make all necessary transfers prior to the execution of the projects.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

### APPROVED AS TO CONTENT:

Assistant Director Capital Improvement  
  
\_\_\_\_\_  
Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department

# Exhibit A

WAT ULEKA UEP  
2023 JAN 26 PM2:33

Updated January 2023									
	FY 23 CIP YR. 7 Season 10	FY 24 CIP YR. 8 Season 11	FY 25 CIP YR. 9 Season 12	FY 26 CIP YR. 10 Season 13	FY 27 CIP YR. 11 Season 14	Total 5 yr Cost		Future FYs	
	Architectural/Interiors								
Flooring/Carpet Replacement				\$50,000		\$50,000	\$45,000		
Field Wall Padding				\$0		\$0	\$150,000		
Turf/Tarp Replacement	\$150,000	\$200,000	\$200,000		\$10,000	\$560,000	\$563,000		
Trash Cans - Replacements			\$200,000			\$200,000			
Big Dog House/Weststar Club Interior Upgrades				\$250,000	\$150,000	\$400,000	\$400,000		
Suite Upgrades	\$80,000			\$75,000	\$440,000	\$595,000	\$150,000		
Locker Room Upgrades		\$11,000	\$5,000	\$50,000		\$66,000			
Turf Management and Other Small Equipment	\$40,000	\$25,000			\$130,000	\$195,000	\$60,000		
Televisions - Replacements			\$100,000			\$100,000			
Security Cameras - Replacement	\$35,000					\$35,000			
Video Board Replacement	\$1,186,162	\$800,000	\$200,000			\$2,186,162			
Freight Elevator Overhaul	\$35,000					\$35,000			
Stadium Signage				\$10,000	\$10,000	\$20,000	\$30,000		
Total Architectural/Interiors	\$1,526,162	\$1,036,000	\$705,000	\$435,000	\$740,000	\$4,442,162	\$1,398,000		
	Structure								
Pavement/Sidewalk Repair			\$85,000			\$85,000	\$280,000		
Paint Steel Superstructure				\$300,000	\$300,000	\$600,000	\$200,000		
Bird Mitigation				\$200,000		\$200,000			
Building Controls Exterior Lighting Replacement	\$15,000		\$50,000	\$50,000		\$115,000	\$50,000		
Total Structure	\$15,000	\$0	\$135,000	\$550,000	\$300,000	\$1,000,000	\$530,000		
	Food Service/Retail								
Concession Equipment/Enhancements		\$100,000	\$155,000	\$30,000	\$120,000	\$405,000	\$155,173		
Total Food Service & Retail	\$0	\$100,000	\$155,000	\$30,000	\$120,000	\$405,000	\$155,173		
Grand Total	\$1,541,162	\$1,136,000	\$995,000	\$1,015,000	\$1,160,000	\$5,847,162	\$2,083,173		



# Downtown Development Corp.

- **Update Fiscal Year Ending  
8/31/2022 and 5-Year CIP**

December 13, 2022

# AGENDA

- Sound Financial Practices
- Summary
- Hotel Occupancy
- Ballpark Revenue Comparison
- 5 Year CIP

# Sound Financial Practices

## Another Example of Strong Management



- \$3.0+ million collected, since 2016, Hotel occupancy tax (HOT) audits
- \$20.3 million in savings through strategic utilization/timing of refinancings
- Continued strong recovery in hotel occupancy
- Capital project investments (City-owned facility) to maintain high-quality facility



First year with

**No General Fund subsidy**



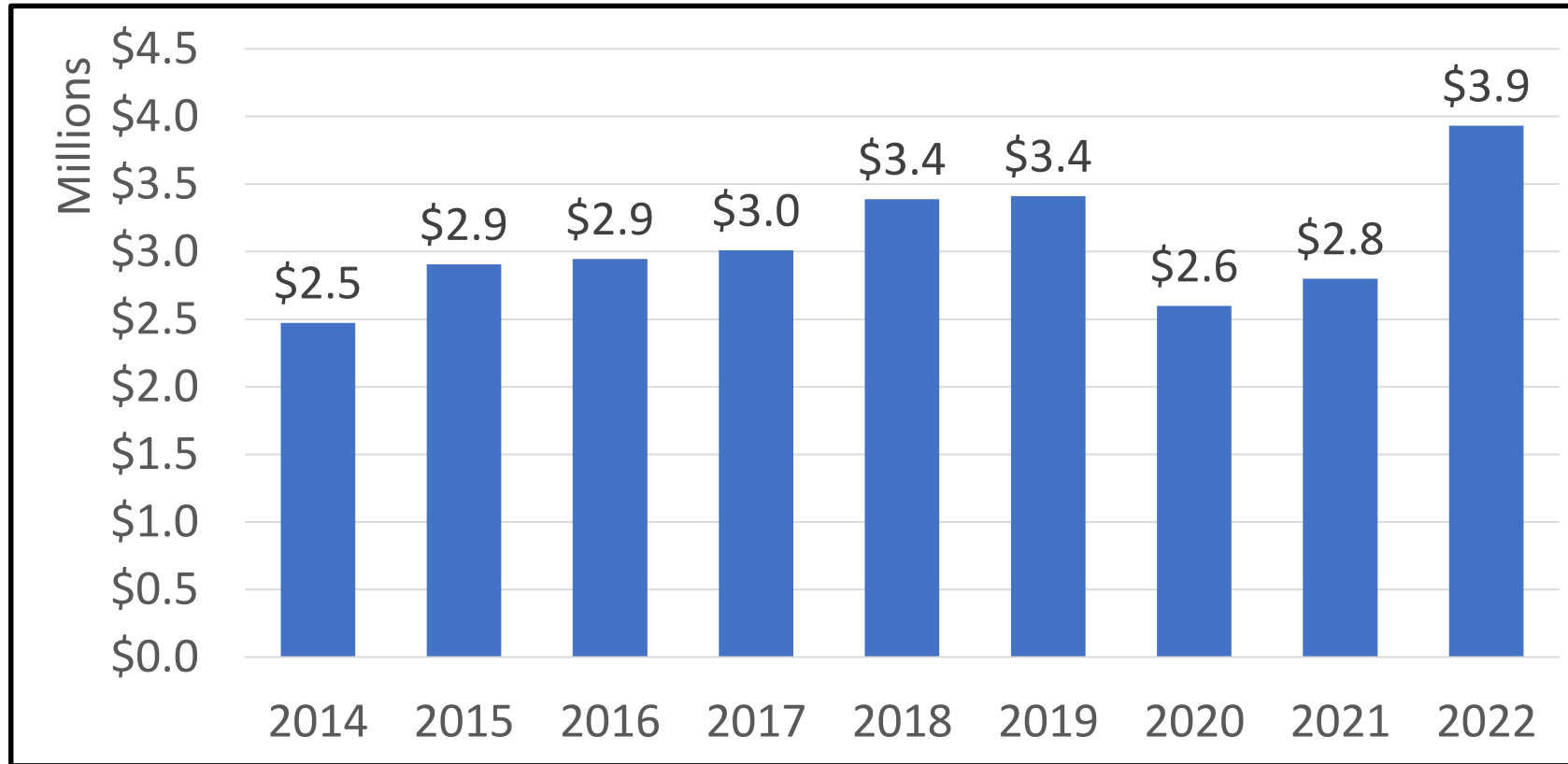
# Summary FYE 8/31/2022



	<b>FYE 8/31/2022</b>
Revenue	4,971,886
Debt Payment	3,602,314
<b>Surplus</b>	<b>\$1,369,572</b>

# HOT Revenue

## 2% Ballpark Project Venue



# Ballpark Revenue



	FY 2019	FY 2020	FY 2021	FY 2022
2% HOT	\$3,410,696	\$2,598,606	\$2,799,527	\$3,930,669
Sales Tax	\$186,227	\$22,498	\$136,277	\$220,753
Ticket Revenue	\$279,534	\$17,863	\$168,679	\$284,440
Rent	\$290,000	\$290,000	\$290,000	\$290,000
Parking	\$138,436	\$16,060	\$84,572	\$179,599
General Fund Debt Subsidy	\$87,812	\$570,381	\$483,096	\$0





# Ballpark Forecast



	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Projected Ballpark Revenue	5,043,993	5,168,706	5,259,688	5,352,397	5,446,864	26,271,648
Debt Service	3,489,670	4,041,131	4,180,452	4,298,248	4,410,163	20,419,664
<b>Projected Surplus/(Deficit)</b>	<b>\$1,554,323</b>	<b>\$1,127,575</b>	<b>\$1,079,236</b>	<b>\$1,054,148</b>	<b>\$1,036,701</b>	<b>\$5,851,983</b>

Surplus revenue is restricted to the ballpark project





# Ballpark 5-Year CIP

Sam Rodriguez



# Timeline



- Lease agreement with MountainStar Sports Group (MSSG), LLC on October 2012
- MountainStar Sports Group El Paso Chihuahuas are entering their tenth season at the ballpark
- Major League Baseball implemented standards for minor league affiliates to enhance the customer and player experience and provide consistency of facility systems, lighting, field amenities/conditions of minor league stadiums.
- Every year a five (5) year Capital Improvement Plan (CIP) is developed and presented to City Council; last CIP approved by Council August 31, 2021
- 33 projects completed to date at the Ballpark



## City of El Paso

## Mountain StarSports Group LLC

**City owns facility and has a contractual obligation for the prompt and timely installation, repair, and replacement of all capital improvements**

**Capital Improvements are any work (including all design, architectural, engineering and construction), that is customarily capitalized under GAAP and is reasonably necessary to repair, restore, refurbish, replace or improve any facility, structure, City property, or other components of the Ballpark**

**In coordination with MountainStar Sports Group, ensure the ballpark is a safe, attractive and first class facility, and that it meets the standards and requirements established by Major League Baseball (MLB).**

Operation & maintenance responsibilities of the City





**City of El Paso**

**Mountain Star Sports Group LLC**

### **Operation & maintenance Responsibilities of MSSG, LLC**

- All aspects of operating expenses and costs for the Ballpark- including all direct or indirect expenses associated with the Team or events
- Routine maintenance, including interior and exterior repairs, excluding Capital Improvements
- Managing concessionaires, merchandisers, vendors and obtaining all necessary permits to sell food, beverages, and alcohol

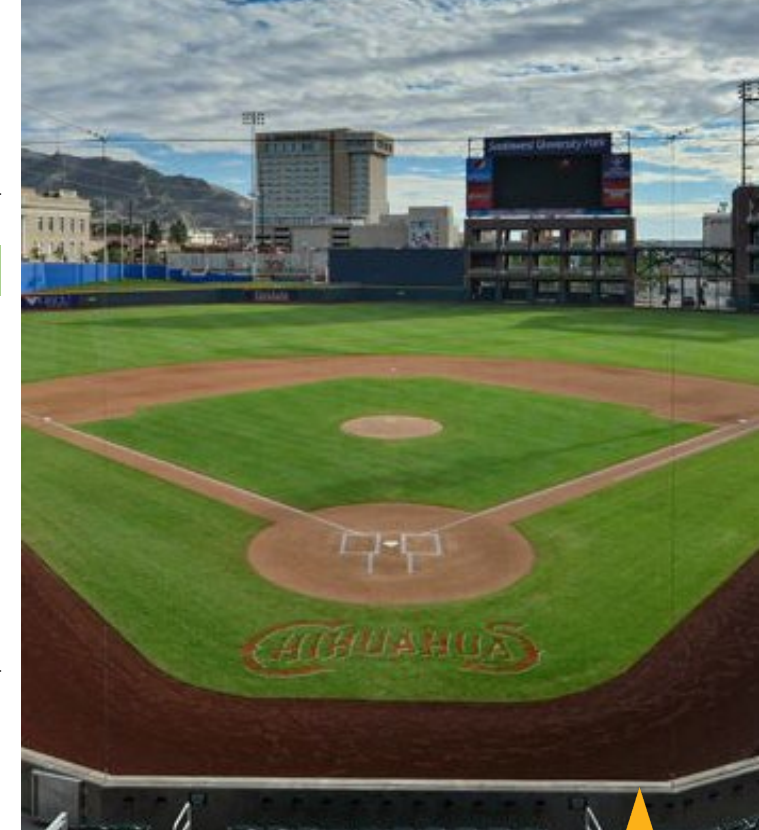
# Projects Completed 2017-2020

2017	
Field Wall Padding	\$30,634
Concrete Joints and Sealant Replacement	\$9,250.00
Upper Concourse Drainage Control	\$23,000.00
Concourse Drainage Improvement	\$27,305.00
Security Bollards	\$12,723.00
Santa Fe Gate ADA Ramp	\$29,411.00
<b>Total</b>	<b>\$132,323.00</b>

2018	
Dugout Netting	\$70,187.00
Field Wall Padding	\$17,999.00
Missouri Street Stairs Concrete Slab Repair	\$30,177.00
South Concourse Crack Repair	\$37,500.00
Refinish the Splash Pad Flooring	\$14,926.00
<b>Total</b>	<b>\$170,789.00</b>

2019	
Concession portables/carts	\$59,338.45
Interior upgrades	\$39,182.00
Rubber flooring for dug outs	\$37,129.00
Turf Replacement	\$17,682.78
Clock Repair	\$4,000.00
<b>Total</b>	<b>\$157,332.23</b>

2020	
Concession-portable covers	\$7,200.00
Paver replacement- Santa Fe	\$128,561.00
Backstop netting	\$28,065.00
Concourse sealant	\$276,352.50
Field conversion/turf replacement	\$232,379.04
Cabinetry	\$11,852.80
<b>Total</b>	<b>\$684,410.34</b>





# Projects Completed 2021-2022

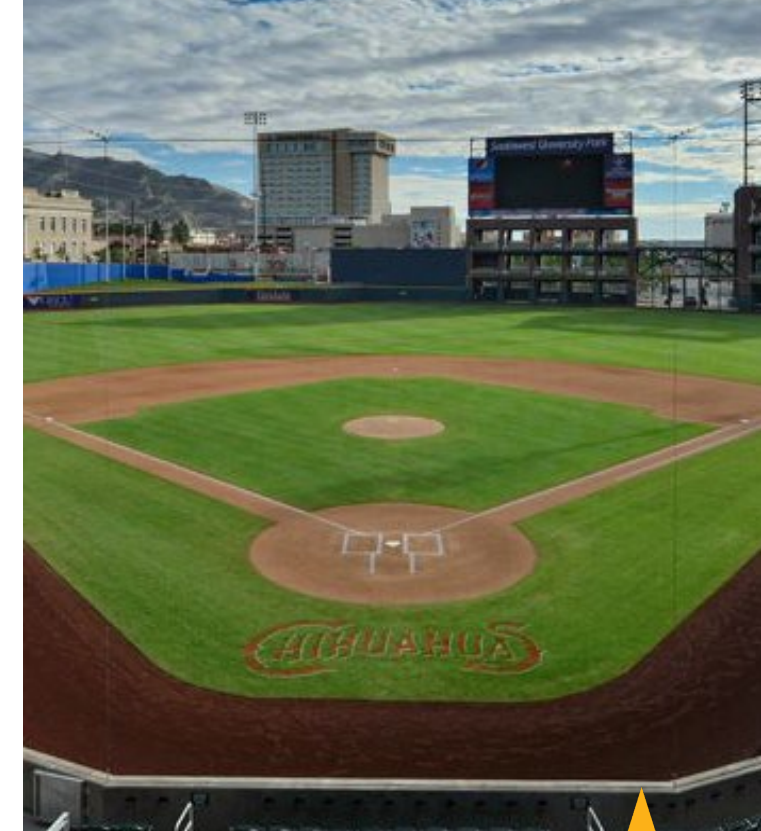
## 2021

Production - Video Hardware & Monitor Replacement	\$177,000
Clock Tower - Main Entry Door Replacement	\$22,519
<b>Total</b>	<b>\$199,519</b>

## 2022

Field Wall Padding**	\$114,009
Suites Interiors and Hallway Upgrade	\$84,091
Visitor/Home Locker Room- Interior Upgrade	\$52,000
Turf Management Equipment	\$65,195
Televisions - Replacement	\$94,481
Production - Camera Replacement/Upgrade	\$153,000
Production - LED Ribbon Boards 1st and 3rd base side**	\$300,000
<b>Total</b>	<b>\$862,776</b>

***\*\*Turned over to the City for reuse; have also been provided turf used to convert the field for soccer each field conversion for reuse by PARD***





# Capital Plan FY2023 - FY2027

Types of Repairs/ Renovations	<u>FY 2023</u> CIP-YEAR 7 Season 10	<u>FY 2024</u> CIP-YEAR 8 Season 11	<u>FY 2025</u> CIP-YEAR 9 Season 12	<u>FY 2026</u> CIP-YEAR 10 Season 13	<u>FY 2027</u> CIP-YEAR 11 Season 14	Total Cost	Future FYs
Architectural/Interiors	\$1,526,162	\$1,036,000	\$705,000	\$435,000	\$740,000	\$4,442,162	\$1,398,000
Structure	\$15,000	\$0	\$135,000	\$550,000	\$300,000	\$1,000,000	\$530,000
Food and Retail	\$0	\$100,000	\$155,000	\$30,000	\$120,000	\$405,000	\$155,173
<b>Total</b>	<b>\$1,541,162</b>	<b>\$1,136,000</b>	<b>\$995,000</b>	<b>\$1,015,000</b>	<b>\$1,160,000</b>	<b>\$5,847,162</b>	<b>\$2,083,173</b>

Funding Sources: Ballpark Capital Repairs Reserve Fund; 2% Additional HOT Venue

# Capital Plan FY2023 - FY2027

Updated January 2023	FY 23 CIP YR. 7 Season 10	FY 24 CIP YR. 8 Season 11	FY 25 CIP YR. 9 Season 12	FY 26 CIP YR. 10 Season 13	FY 27 CIP YR. 11 Season 14	Total 5 yr Cost	Future FYs
	Architectural/Interiors						
Flooring/Carpet Replacement				\$50,000		\$50,000	\$45,000
Field Wall Padding				\$0		\$0	\$150,000
Turf/Tarp Replacement	\$150,000	\$200,000	\$200,000		\$10,000	\$560,000	\$563,000
Trash Cans - Replacements			\$200,000			\$200,000	
Big Dog House/Weststar Club Interior Upgrades				\$250,000	\$150,000	\$400,000	\$400,000
Suite Upgrades	\$80,000			\$75,000	\$440,000	\$595,000	\$150,000
Locker Room Upgrades		\$11,000	\$5,000	\$50,000		\$66,000	
Turf Management and Other Small Equipment	\$40,000	\$25,000			\$130,000	\$195,000	\$60,000
Televisions - Replacements			\$100,000			\$100,000	
Security Cameras - Replacement	\$35,000					\$35,000	
Video Board Replacement	\$1,186,162	\$800,000	\$200,000			\$2,186,162	
Frieght Elevator Overhaul	\$35,000					\$35,000	
Stadium Signage				\$10,000	\$10,000	\$20,000	\$30,000
<b>Total Architectural/Interiors</b>	<b>\$1,526,162</b>	<b>\$1,036,000</b>	<b>\$705,000</b>	<b>\$435,000</b>	<b>\$740,000</b>	<b>\$4,442,162</b>	<b>\$1,398,000</b>
<b>Structure</b>							
Pavement/Sidewalk Repair			\$85,000			\$85,000	\$280,000
Paint Steel Superstructure				\$300,000	\$300,000	\$600,000	\$200,000
Bird Mitigation				\$200,000		\$200,000	
Building Controls Exterior Lighting Replacement	\$15,000		\$50,000	\$50,000		\$115,000	\$50,000
<b>Total Structure</b>	<b>\$15,000</b>	<b>\$0</b>	<b>\$135,000</b>	<b>\$550,000</b>	<b>\$300,000</b>	<b>\$1,000,000</b>	<b>\$530,000</b>
<b>Food Service/Retail</b>							
Concession Equipment/Enhancements		\$100,000	\$155,000	\$30,000	\$120,000	\$405,000	\$155,173
<b>Total Food Service &amp; Retail</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$155,000</b>	<b>\$30,000</b>	<b>\$120,000</b>	<b>\$405,000</b>	<b>\$155,173</b>
<b>Grand Total</b>	<b>\$1,541,162</b>	<b>\$1,136,000</b>	<b>\$995,000</b>	<b>\$1,015,000</b>	<b>\$1,160,000</b>	<b>\$5,847,162</b>	<b>\$2,083,173</b>

**Updated for 1-31-2023 : Total Approval \$5,847,162**



# Capital Plan FY2023 - FY2027



Projected 5 Year Ballpark Revenue

\$5,851,983

**Projected 5 Year CIP Costs**

**\$5,847,162**

Expenditures are lower than projected revenues



## 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

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File #: 23-141, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

Discussion and action that the Citizen Participation Plan for the City of El Paso be revised to: (1) include the HUD-mandated Assessment of Fair Housing (AFH); (2) Replace the Community Development Steering Committee with the Community Needs Advisory Committee for Citizen Participation ("CNAC"); (3) provide certain additional revisions recommended by the staff of the Department of Community and Human Development; and (4) reflect current practices and procedures and to remove obsolete language.

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

**AGENDA DATE:** 1/31/2023

**PUBLIC HEARING DATE:** NA

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Nicole Ferrini, 915.212.1659

**DISTRICT(S) AFFECTED:** All

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

**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.**

Discussion and action to approve the amended Citizen Participation Plan for the City of El Paso's Housing and Urban Development (HUD) Entitlement grants and an update on the 2022 Community Needs Assessment

**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 Citizen Participation Plan (The Plan) provides a guide for citizens and citizen organizations to participate in an advisory role in planning, implementing and assessing the Community Development Block Grant, Emergency Solutions Grants, Housing Opportunities for Persons with AIDS (HOPWA), and HOME Investment Partnerships Programs. The Plan describes procedures by which each of the requirements of the program will be carried out. Additionally, the Plan sets forth how citizens may participate in the development of the program. Any amendments to the Citizen Participation Plan will be subject to all provisions within this Citizen Participation Plan.

At a minimum, citizens shall have an opportunity to submit comments and proposals regarding the program in the following manner:

- Directly to the Department of Community and Human Development;
- At formal Public Hearings; and
- At community engagement events and town hall forums during the Community Needs Assessment planning process.

The Plan process centers equity by actively involving people who have been historically underserved, marginalized, and adversely affected by inequality by prioritizing their needs throughout planning and implementation. This is carried out through the Community Needs Assessment process that starts at the beginning of each funding cycle.

The proposed Citizen Participation Plan contains the Community Needs Advisory Committee (CNAC). Composed of 1 representative from 7 different boards and commissions to form an at-large committee aimed at serving low to moderate income populations. The CNAC will replace the Community Development Steering Committee.

The Community Needs assessment serves as the starting point in addressing community vulnerabilities. Each September, at the beginning of each entitlement funding cycle, DCHD will launch the Community Needs Assessment process. The purpose of the Community Needs Assessment is to obtain citizen's views regarding housing and community development needs and proposed activities that support identified community vulnerabilities. This process will be lead by the DCHD Civic Empowerment team. The DCHD Civic Empowerment team's primary objective is to advance equity and improve community outcomes through equitable programming volunteerism, and education designed to empower residents and strengthen their relationship with local government.

Revised 04/09/2021

**PRIOR COUNCIL ACTION:**

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

2019-2020 Citizen Participation Plan was adopted by Council on August 23, 2018.

2020-2021 Citizen Participation Plan was adopted by Council on September 17, 2019

**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?**

NA

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

**PRIMARY DEPARTMENT: Community and Human Development**

**SECONDARY DEPARTMENT: NA**

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\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:**

Abraham Gutierrez for Nicole Ferrini



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**(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 Citizen Participation Plan for the City of El Paso be revised, as reflected in Attachment A, to: (1) include the HUD-mandated Assessment of Fair Housing (AFH); (2) Replace the Community Development Steering Committee with the Community Needs Advisory Committee for Citizen Participation (“CNAC”) as defined in Attachment A; (3) provide certain additional revisions recommended by the staff of the Department of Community and Human Development; and (4) reflect current practices and procedures and to remove obsolete language.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.


### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

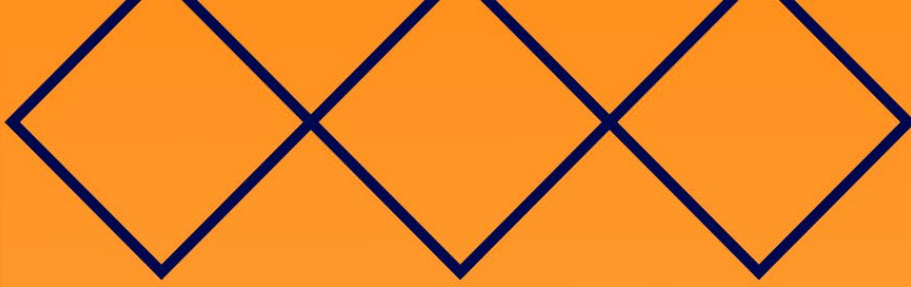
  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Nicole Ferrini, Director  
Community and Human Development

Abraham Gutierrez for  
Nicole Ferrini

**Attachment A**  
Citizen Participation Plan



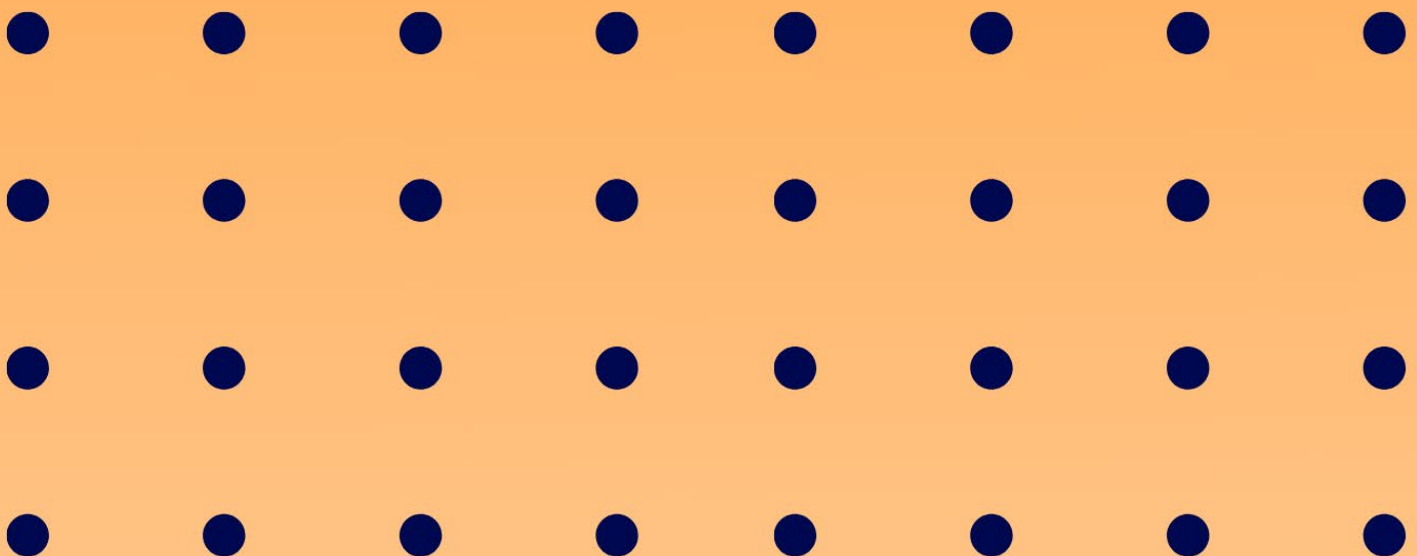
City of El Paso



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# CITIZEN PARTICIPATION PLAN

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## EXECUTIVE SUMMARY

The Citizen Participation Plan (The Plan) provides a guide for citizens and citizen organizations to participate in an advisory role in planning, implementing and assessing the Community Development Block Grant, Emergency Solutions Grants, Housing Opportunities for Persons with AIDS (HOPWA), and HOME Investment Partnerships Programs

The Plan describes procedures by which each of the requirements of the program will be carried out. Additionally, the Plan sets forth how citizens may participate in the development of the program. Any amendments to the Citizen Participation Plan will be subject to all provisions within this Citizen Participation Plan.

At a minimum, citizens shall have an opportunity to submit comments and proposals regarding the program in the following manner:

- Directly to the Department of Community and Human Development;
- At formal Public Hearings; and
- At community engagement events and town hall forums during the Community Needs Assessment planning process.

The Citizen Participation Plan is available in English and Spanish at no charge at the Department of Community and Human Development (DCHD), 801 Texas Avenue, El Paso, Texas, 79901; a digital copy at the City's public libraries, and printed copies may be made available to the public upon request. The Plan is also available on the City's website (<http://www.elpasotexas.gov/community-and-human-development>).

The Plan process centers equity by actively involving people who have been historically underserved, marginalized, and adversely affected by inequality by prioritizing their needs throughout planning and implementation. This is carried out through the Community Needs Assessment process that starts at the beginning of each funding cycle.

The City of El Paso is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable modifications and equal access to communication will be provided upon request. The City of El Paso does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs and activities.

Citizens are encouraged to obtain copies of the Citizen Participation Plan in order to more effectively participate in the Program.

## 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 requirements and procedures described in this section override all applicable requirements and procedures located in other sections of this document, specifically for the 2019-2020 and 2020-2021 Annual Action Plan years of the 2020-2025 Consolidated Plan, 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.

## **CONSOLIDATED PLAN, GUARANTEED LOAN FUNDS AND ASSESSMENT OF FAIR HOUSING GUIDELINES**

### **COMPONENTS OF CONSOLIDATED PLAN**

The City of El Paso is required to submit to the U.S. Department of Housing and Urban Development (HUD) a Consolidated Plan that includes the following components:

- Executive Summary – A summary that includes the objectives and outcomes identified in the plan and an evaluation of past performance.
- Citizen Participation – A summary of the citizen participation process used in the development of the Consolidated Plan, explaining the utilization of public notices, public hearings, public involvement, availability to the public and technical assistance.
- Housing and Homeless Needs Assessment – An estimate of the city's housing needs for the ensuing five years; a concise summary of the nature and extent of homelessness in the jurisdiction; an estimate of the number of persons in various subpopulations that are not homeless but may require housing or supportive services (special needs); and an estimate on the number of housing units that contain lead-based paint hazards.
- Housing Market Analysis – A description of the significant characteristics of the city's housing market; a concise summary of the needs of public housing; a description (number and targeting) of assisted housing units; a concise summary of the existing facilities and services that assist the city's homeless; a description of the special need facilities and services; and an explanation of the barriers to affordable housing.
- Strategic Plan – A plan for a period established by the city that brings needs, priority needs, priorities, specific objectives and strategies together in a coherent strategic plan; including the time period covered by the plan, a priority needs analysis, and geographic distribution and specific objectives.
- Priority identification – The identification of priority needs, strategies and objectives related to Housing, Homeless, Special Needs Populations, Community Development and Cross Cutting Issues.
- Analysis of Impediments to Fair Housing (AI) – The assessment of information on the current state of neighborhood demographics and assets to identify and understand local and regional fair housing issues and to set goals for improving fair housing choice and access to opportunity.

### **LEAD ENTITY OF CITIZEN PARTICIPATION PLAN FOR THE CONSOLIDATED PLAN**

The City's Department of Community and Human Development (DCHD), located at 801 Texas Avenue, El Paso, Texas 79901, is the lead entity for fulfilling the City's responsibilities in relation to this Citizen Participation Plan. Responsibilities of the Department may include the following:

- Inform the public about the Community Development Program and the citizen participation process through the local media in both English and Spanish languages;
- Facilitate stakeholder consultation and citizen outreach with other public and private agencies including, but not limited to the Local Public Housing Authority, Social service providers, and community-based organizations that represent protected class members;
- Provide technical assistance to representatives of low- and moderate-income persons and groups, neighborhood associations and other civic and citizen organizations when requested so that they may adequately participate in planning, implementing, and assessing the program;
- Provide technical assistance to representatives of low- and moderate-income persons and groups, neighborhood associations, and other civic and citizen organizations which request assistance in developing proposals and comments
  - Other City Departments: City Departments, in addition to the Department of Community Development, shall be requested to provide technical assistance at public hearings, and at neighborhood association meetings, in order to translate neighborhood needs into specific projects and activities when appropriate.
- Maintain all records of the Citizen Participation process, including minutes of public hearings and Community Needs Assessment meetings, and Community Needs Advisory Committee;
- Review all proposals for entitlement grant funding;
- Schedule an annual public hearing on program needs, performance and proposed activities to be conducted at a regularly scheduled City Council meeting.

## CITIZEN PARTICIPATION PLAN

Public participation is a critical component of effective planning. The City of El Paso relies on feedback from their residents to prioritize resources and identify key priorities and projects. This Plan sets forth the policies and procedures which the City of El Paso will follow to encourage citizen participation in the development of the Consolidated Plan and any substantial amendments to it; development of a guaranteed loan program application and subsequent substantial amendments thereof; Analysis of Impediments to Fair Housing (AI) and any revisions required; and the annual performance report.

### ENCOURAGEMENT OF CITIZEN PARTICIPATION

The City of El Paso considers it a right of all El Paso's residents to have the opportunity to provide input and comment on the use of public funds and the needs of the El Paso community related to community development. The Citizen Participation Plan and – Analysis of Impediments to Fair Housing are designed specifically to encourage participation by low- and moderate-income persons and residents of predominantly low- and moderate-income neighborhoods, particularly those living in areas where Community Development Block Grant (CDBG) funds and guaranteed loan funds are proposed to be used. A map of the City of El Paso, indicating the areas of the City that have been identified as predominantly low- and moderate-income in accordance with HUD guidelines, is included as **Attachment B**. The City will take all appropriate actions to encourage the participation of all of its citizens, including minorities and non-English speaking persons, as well as persons with disabilities, persons living in areas designated by the local jurisdiction as a revitalization area and areas designated by either a local jurisdiction or a state as a slum or blight area. The City will encourage the participation of Continuums of Care, businesses, developers, non-profit organizations, philanthropic organizations, and community-based and faith-based organizations.

The City of El Paso shall consult and coordinate with the key stakeholders and private and public agencies including, but not limited to the El Paso Public Housing Authority, in order to encourage the participation of residents of public and assisted housing in the process of developing and implementing the Consolidated Plan,



guaranteed loan funds and the Analysis of Impediments to Fair Housing, along with other low-income residents of targeted revitalization areas in which the public and assisted housing is located.

The City of El Paso shall provide information to the El Paso Public Housing Authority about Consolidated Plan, guaranteed loan funds and Analysis of Impediments to Fair Housing activities related to the Authority's housing developments and surrounding communities, local and regional institutions. Subsequently, the Housing Authority will make this information available as required under the Comprehensive Grant Program.

Additionally, the City will continue to follow The Plan to serve specifically as a guide to citizens for participation in planning, implementing and assessing the City's Entitlement

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## PUBLICATION + GENERAL CIRCULATION

The City will publish the proposed Consolidated Plan, any guaranteed loan application, or Analysis of Impediments to Fair Housing in a manner that affords citizens, public agencies, and other interested parties a reasonable opportunity to examine its contents and to submit comments. A summary of the proposed Consolidated Plan, the guaranteed loan application, or Analysis of Impediments to Fair Housing will be published in a general circulation newspaper, no less than 30 days before the adoption of the final plan or the submission of the guaranteed loan application. The summary that is published in the newspaper will describe the contents and purpose of the Consolidated Plan, the guaranteed loan application, or Analysis of Impediments to Fair Housing and will include a list of the locations where copies of the entire proposed Consolidated Plan, the guaranteed loan application, or Analysis of Impediments to Fair Housing may be examined. Copies of the proposed Consolidated Plan, the guaranteed loan application, or Analysis of Impediments to Fair Housing will be made available upon request for review at the City's DCHD, 801 Texas Avenue, El Paso, Texas 79901; the One Stop Shop 811 Texas Ave. El Paso, TX 79901,. A digital copy may be made available at the City's public libraries; and the City's web site. In addition, the City will provide a reasonable number of free copies of the Plan, the guaranteed loan application, or Analysis of Impediments to Fair Housing to citizens and groups that request it.

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## PUBLIC HEARINGS

The City will hold at least two public hearings per year to obtain citizen comments and to respond to proposals and questions, to be conducted at a minimum of two different stages of the program year. Together, the hearings will address housing and community development needs during the Community Needs Assessment, development of proposed activities, and review of program performance. At least one of these hearings will be held before the Consolidated Plan, Annual Action Plan, guaranteed loan application, or Analysis of Impediments to Fair Housing is published for comment or before the guaranteed loan application is submitted to HUD in order to obtain the comments of citizens on housing and community development needs, including priority non-housing community development needs.

Notice of the date and time of the public hearings (with sufficient information about the subject of the hearing to permit informed comment) will be published in a general circulation newspaper and on the City's web site. Public hearings will be held at times and locations convenient to potential and actual beneficiaries. In order to assure that there is accommodation for persons with disabilities, the City's Accessibility ADA Coordinator will be consulted about the accessibility of potential meeting sites, as needed.

Public notices about the Consolidated Plan, the guaranteed loan application, Analysis of Impediments to Fair Housing, or substantial amendments to the Consolidated Plan, guaranteed loan program, or Analysis of Impediments to Fair Housing will be published in both English and Spanish. In the case of public hearings the City

will an interpreter upon request to interpret the proceedings for non-English speakers, and written handouts will be provided in English and Spanish.

Specific efforts will be made to involve residents of low- and moderate-income areas in local meetings related to the Consolidated Plan, the guaranteed loan program, or Analysis of Impediments to Fair Housing. Such efforts may include, but are not limited to, contacting neighborhood associations and organizations in low- and moderate-income areas, distributing handbills or other written literature in eligible areas, posting information on the City's website and use of the media. Written citizen proposals and comments will be encouraged throughout the planning and implementation of Community Development needs.

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## PUBLIC COMMENT

- **Consolidated Plan, guaranteed loan funds and Analysis of Impediments to Fair Housing** A comment period of no less than 30 days will be provided to receive comments from citizens on the proposed Consolidated Plan, the proposed guaranteed loan application, or Analysis of Impediments to Fair Housing. The City shall consider any comments of citizens received in writing, or orally at the public hearings or directly to the DCHD, in preparing the final Consolidated Plan, guaranteed loan application or AFH. A summary of these comments, and a summary of any comments not accepted and the reasons therefor, shall be attached to the final Consolidated Plan, guaranteed loan application or Analysis of Impediments to Fair Housing.
- **Substantial Amendments.** The City will provide citizens with reasonable notice and an opportunity to comment on substantial amendments. A notice of the proposed substantial amendment will be published in a general circulation newspaper and on the City's web site no less than 30 days before the amendment is implemented in order to provide a period of 30 days for comments. Substantial amendments to the Consolidated Plan, the guaranteed loan program, Analysis of Impediments to Fair Housing, or other grant program will be acted upon by the El Paso City Council in open City Council meetings.

The City will consider any comments of citizens received in writing, or orally, at public hearings or directly to the Department of Community and Human Development, if any, in preparing the substantial amendment. A summary of these comments, and a summary of any comments not accepted and the reasons, therefore, shall be attached to the substantial amendment of the Consolidated Plan, the guaranteed loan program, Analysis of Impediments to Fair Housing, or other grant program.

- **Performance Reports.** The City will provide citizens with reasonable notice and an opportunity to comment on performance reports. The City will publish in a general circulation newspaper and the City's web site a notice of the availability of the Consolidated Plan performance report no less than 15 days before the submission date in order to provide a period of no less than 15 days to receive comments before the performance report is submitted to HUD.

The City will consider any comments of citizens received in writing, or orally at public hearings or directly to the DCHD in preparing the performance report. A summary of these comments or views shall be attached to the performance report.

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## OTHER CITIZEN ENGAGEMENT GUIDELINES

- **Availability to Public.** The Consolidated Plan, as adopted, any substantial amendments to the Consolidated Plan, the guaranteed loan application and any substantial amendments thereof, Analysis of Impediments to Fair Housing, and the performance report will be available to the public. These materials will be available

upon request at the Office of the City’s DCHD, 801 Texas Avenue, El Paso, Texas 79901; The One Stop 811 Texas Ave. El Paso, TX 79901, a digital copy may be made available at the City’s public libraries; and the City’s web site. Materials will be made available upon request in a form accessible to persons with disabilities and translated for non-English speaking residents.

- **Access to Records.** The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City’s Consolidated Plan and the City’s use of assistance under the programs covered by the Consolidated Plan during the preceding five years.
- **Technical Assistance.** The City will provide technical assistance to any prospective applicant and/or groups representative of persons of low- and moderate-income that request such assistance in developing proposals for funding assistance under any of the programs covered by the Consolidated Plan and the guaranteed loan program. The provision of technical assistance does not guarantee the provision of funds to the groups.
- **Complaints.** The City will provide a timely, substantive written response to every written citizen complaint regarding programs or activities related to the Consolidated Plan, the guaranteed loan program, or Analysis of Impediments to Fair Housing within 15 working days, when practicable. Complaints and grievances should be submitted in writing to the City’s DCHD, 801 Texas Avenue, El Paso, Texas 79901.

## DISSEMINATION OF FUNDING INFORMATION

Before the City adopts a Consolidated Plan, submits a guaranteed loan application, or develops an Analysis of Impediments to Fair Housing the City will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive or expects to be made available (including grant funds, guaranteed loan funds and anticipated program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The City will publish this information in a general circulation newspaper. The information will also be disseminated at neighborhood and agency meetings during the development phase of the Consolidated Plan, guaranteed loan application, or Analysis of Impediments to Fair Housing.

## RESIDENTIAL ANTI-DISPLACEMENT + RELOCATION ASSISTANCE PLAN

The City has adopted a Residential Anti-Displacement and Relocation Assistance Plan, included as **Attachment D**, which describes in detail the measures that the City will take to assist any persons displaced, and specifies the types and levels of assistance the City will make available (or require others to make available) to persons displaced, even if the City expects no displacement to occur. This Plan is available to the public at the City’s DCHD, 801 Texas Avenue, El Paso, Texas 79901.

## CRITERIA FOR SUBSTANTIAL AMENDMENTS

Substantial amendments to the Consolidated Plan, the guaranteed loan program, Analysis of Impediments to Fair Housing, or other grant programs are subject to the citizen participation process. The following criteria will be used to identify substantial amendments to the Consolidated Plan, the guaranteed loan program, or Analysis of Impediments to Fair Housing:

- The City adds priorities to the Consolidated Plan or deletes priorities that were included in the Consolidated Plan for housing, homelessness or community development.
- The City changes the method of distribution of funds.

- The City decides to carry out, under any Federal grant program, an eligible project that was not previously described in the Consolidated Plan. This does not apply to changes to activities within an existing project.
- The City decides **not** to carry out, under any Federal grant program, an eligible project that was described in the Consolidated Plan. This does not apply to changes to activities within an existing project.
- The City changes the purpose and scope of a project by increasing or decreasing the project's scope of services, target population, or budget by more than 75% from the original description. This does not apply to changes to activities within an existing project unless it would result in a change of more than 75% to the overall project.
- The City changes the location of a physical project outside the previously described area of the population to be served to another eligible area. This does not apply to Public Services, Economic Development or other non-physical projects.
- The City changes the eligible beneficiaries of an activity by reducing or increasing the beneficiaries by more than 50% due to any of the following circumstances:
  - For physical projects, change of physical location of the project to another eligible area and, therefore, changing the eligible service area.
  - For non-physical projects such as Public Services and Economic Development, a change of eligible client criteria as categorized in the Consolidated Plan (e.g. Seniors to Youth).
  - The City decides to carry out under the guaranteed loan program an eligible activity that was not previously described in the loan guarantee application.
  - The City decides not to carry out under the guaranteed loan program an eligible activity that was previously described in the loan guarantee application.

The City will revise the Analysis of Impediments to Fair Housing when:

- A material change in the jurisdiction no longer reflects actual circumstances and within twelve (12) months of the material change; or
- A Presidentially declared disaster and within two years of the declaration; or
- Upon notification from HUD that a change is required and within the time frame specified by HUD.

A revision may not necessarily require the submission of an entirely new Assessment. It need only focus on the material change and appropriate adjustments to the analyses, assessments, priorities, or goals.

## COMMUNITY NEEDS ASSESSMENT

The Community Needs assessment serves as the starting point in addressing community vulnerabilities. Each September, at the beginning of each entitlement funding cycle, DCHD will launch the Community Needs Assessment process. The purpose of the Community Needs Assessment is to obtain citizen's views regarding housing and community development needs and proposed activities that support identified community vulnerabilities. This process will be lead by the DCHD Civic Empowerment team. The DCHD Civic Empowerment team's primary objective is to advance equity and improve community outcomes through equitable programming volunteerism, and education designed to empower residents and strengthen their relationship with local government.

The City of El Paso creates opportunities for innovation and collaboration through strategic partnerships which have been demonstrated throughout our Communities of Excellence Initiative. Communities of Excellence (COE) is a formalized group of community organizations, across key sectors that take a systemic approach to improving overall community performance through collaboration and partnerships. The COE is an essential part of the planning process because it allows for businesses, organizations, and governments to collaborate more successfully across sectors, and align their strategic priorities more effectively. The Community Needs

Assessment will consist of a combination of surveys and focus groups from organizations representing the following categories:

- Equity + Inclusion
- Housing +Homelessness
- Family Stability
- Health and Wellbeing
- Food Security

**Community Roundtables:** The Civic Empowerment team will lead the Community Needs Assessment by hosting a series of roundtables across the 5 categories listed above. COE Stakeholders, Neighborhood Associations and members of the public will be invited to attend. DCHD to provide the community with a list of potential projects or actions that could be pursued over a period of years in order to address community vulnerabilities.

**Perceptions Assessment:** Civic Empowerment will assess perceptions by engaging COE Stakeholders, Neighborhood Associations and members of the public by conducting formal stakeholder input sessions. This method allows us to capture stakeholder feedback collected from stakeholders in 12 different categories, ranging from leadership and strategy, health and wellbeing, infrastructure and environment, and economy and society. Participants will be asked to assess whether the input is an area of strength or if it's an area of improvement.

**Presentation of Findings:** DCHD will then present the findings, comments, and proposed activities to the Community Needs Advisory Committee for comment and input that will inform priority needs to be addressed in the annual action plan.

## COMMUNITY NEEDS ADVISORY COMMITTEE FOR CITIZEN PARTICIPATION

The Community Needs Advisory Committee (CNAC) is a group of seven appointed citizen volunteers who are currently serving on a City Council appointed board or commission. The CNAC is an essential part of the planning process. All eligible program applications recommended by DCHD Staff along with an expert technical advisory group are presented to the CNAC for review and feedback prior to presentation to City Council.

### MEMBERSHIP

The Community Needs Advisory Committee (CNAC) for Citizen Participation, will include representatives from City Boards and Commissions that are directly involved in assessing and providing services related to Community and Human Development including Equity and Inclusion, Housing and Homelessness, Family Stability, Health and Well Being and Food Security. One member from each of the following listed City Boards and Commissions will serve on the seven panel CNAC:

1. AmeriCorps Senior Advisory Committee
2. Accessibility Advisory Committee
3. Fair Housing Task Force
4. Veterans Affairs Advisory Committee
5. Youth Advisory Board
6. The Women's Rights Commission
7. El Paso Neighborhood Coalition Representative

The boards and commissions listed above represent a diverse group of at-large representatives, committed to serving the needs and interests of the populations they represent. Members must be a current sitting appointed member, in good standing, of one of the City's Boards and Commissions listed above and be willing to serve as a member of the CNAC. In the nomination of candidates for the CNAC, each of the Boards and Commissions listed above may nominate and vote on (1) one single representative to serve on the CNAC.

**Membership Nomination:** Each of the Boards and Commissions listed above on an annual basis, will nominate (1) one single representative to serve on the CNAC. The representative will represent the interests of the City Board and Commission they currently represent. Each board will nominate and vote on the member and will submit a copy of the approved minutes reflecting the approved nomination to the CNAC to DCHD.

**Membership Termination:** Any member of the CNAC who fails to attend three consecutive regular or called meetings of the Committee shall be reported by the DCHD Director so that consideration may be given to the removal of such member. DCHD will work with the Board or Commission where there is a vacancy to nominate a new CNAC representative.

**Responsibilities:** The CNAC shall serve in an advisory capacity to DCHD to review community development and housing needs and provide input on recommendations for the Community Development Program. Responsibilities of the CNAC shall include:

- Review and comment on the development of, or revisions to, the Citizen Participation Plan;
- Review comments and proposals submitted by citizens, neighborhood groups, City Departments, etc., and at public hearings;
- Review and comment on Community Development plans and projects recommendations prepared by the DCHD staff and/or technical advisory panel; and
- Provide comments to City Council on program and project recommendations;
- .

## CONFLICT OF INTEREST

Pursuant to the conflict of interest provision in 24 CFR 570.611, applicant must divulge during their tenure or for one year thereafter if:

- Is an employee, agent, consultant, officer, elected official, or appointed official of the City, or of any designated public agencies or of sub recipients that are receiving funds;
- Exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities or who are able to participate in a decision-making process or gain inside information with regard to such activities; or
- May obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG activity, either for themselves or those with whom they have a business or immediate family ties.

Potential CNAC members who may display any potential conflict of interest may still be selected to serve at the discretion of the DCHD Director.

## ADDITIONAL GUIDELINES

- The CNAC may choose to adopt a parliamentary guide such as Robert's Rules of Order.



- The CNAC shall conduct meetings as needed, or at a minimum of twice a year. The CNAC shall be emailed a notice/agenda of each meeting; another method of communication can be used in lieu of email if requested by a member.
- A public notice informing citizens where and when the meetings shall be held will also be posted 72 hours before each meeting on the Bulletin Board at City Hall in accordance with the Texas Open Meetings Act. This will provide citizens with an opportunity to be involved in the planning, implementation and assessment stages of the program. All meetings shall be conducted in an open manner with freedom of access for all interested citizens. All meetings will be held at locations that are accessible to persons with disabilities.

## ANNUAL ACTION PLAN

The Annual Action Plan is developed according to the steps set out below. In the course of this process, City residents will be given the opportunity to submit comments on community needs. A specific effort will be made to inform low- and moderate-income persons and residents of low- and moderate-income areas about the proposal and comment process and to involve them in the process. Such efforts may include, but are not limited to contacting neighborhood associations and civic organizations in low- and moderate-income areas, contacting COE Stakeholders, distributing handbills or other written literature in eligible areas, posting information on the City's website and use of the media. Citizen comments are encouraged for community needs. DCHD will publish a notice in English and Spanish in a local newspaper of general circulation stating how and when comments may be submitted and also the date, time, place and purpose of public hearings held to solicit comments. The media will be used whenever possible to advertise these meetings and promote attendance at these public hearings. Interested persons will also be invited to participate at other points in the process, including the presentation of the draft and final Annual Action Plans. This process will afford low- and moderate-income persons and other interested citizens an opportunity to participate in the development of the final Annual Action Plan.

## PUBLIC HEARINGS

All public hearings and neighborhood meetings will be held at convenient times and locations that permit participation by citizens and organizations. All sites selected will be fully accessible to persons with disabilities. To further accessibility, such hearings and meetings will be conducted at the Center for Civic Empowerment, located at 304 Texas Ave. El Paso, TX 79901. Upon request, accommodations can be made available using the Center for Civic Empowerment's Web Conferencing system, and written handouts will be provided in English and Spanish.

DCHD will make every reasonable effort to inform citizens, particularly low- and moderate-income persons and residents of eligible areas, of the schedule and purpose of these hearings and neighborhood meetings. DCHD will publicize these hearings and neighborhood meetings through various media, the City's website, neighborhood associations and organizations serving low- and moderate-income persons to encourage citizen input. The purpose and procedures of both the Community Development Program and the particular public hearing or neighborhood meeting will be explained in sufficient detail to allow citizens to understand and effectively contribute to the program.

## STAGES OF DEVELOPMENT

- **Community Needs Assessment-** The first step in developing the Annual Action Plan involves defining neighborhood objectives and soliciting preliminary comments on community needs. One citywide public hearing will be held to solicit comments about housing and community development needs and comments for



community development. In addition, one or more neighborhood meetings may also be held to provide neighborhood residents with an opportunity to propose projects. Specific efforts will be made to inform and involve residents of low- and moderate-income areas. Such efforts may include, but are not limited to, contacting neighborhood and civic associations and organizations in low- and moderate-income areas, distributing handbills or other written literature in eligible areas, posting information on the City's website and use of the media. Written citizen comments will also be encouraged. A specified period and a reasonable deadline for submission of preliminary proposals and comments will be set and publicized in accordance with the methods stated in this paragraph

- **CNAC Meeting to review Community Needs Prioritization:** The second step of the Annual Action Plan Development includes the review of community needs. The CNAC committee will review community needs and shall review recommendations from DCHD for comment.
- **DCHD to issue Notice of Funding Availability-** The third step in the development of the Annual Action plan is for the Notice of Funding Availability (NOFA) to be issued based on prioritized needs established through the community needs assessment and comments through the CNAC.
- **Technical Advisory Panel.** The fourth step of the Annual Action Plan development is a review of proposed projects by a technical advisory panel, which may consist of DCHD staff and subject matter experts. This panel will review all feasible, proposed projects and make a recommendation to the CNAC.
- **CNAC Committee Meetings to Review and Comment on DCHD Recommendations** During the fifth step of the Annual Action Plan development, the CNAC shall review program recommendations for comment. The Committee shall not create subcommittees to review the proposals received. Residents, neighborhood associations, organizations, City Departments, etc. that submitted proposals will be invited to appear before the CNAC to briefly explain and justify the purpose and need for their program/project.
- **Presentation of Draft Annual Action Plan to City Council.** During the sixth step of the Annual Action Plan development, DCHD staff, in conjunction with its technical advisory panels, consolidates its recommendations and prepares a final budget recommendation that is presented to City Council. If the CNAC concurs with the DCHD staff recommendation, a consensus budget recommendation will be submitted to City Council. If the CNAC Committee disagrees with any part of the DCHD staff recommendation, DCHD staff will ensure that members' comments are shared with Council. The City Council will review the recommended budget(s) and subsequently a Draft Annual Action Plan will be made available for public comment for a period of 30 days. This Draft Annual Action Plan will be published in English and Spanish in a local newspaper of general circulation to afford residents and organizations an opportunity to examine its content and to submit comments to the City. Any comments received will be reviewed and City Council may, at its option, modify the Annual Action Plan subsequent to its publication and prior to adopting a final Annual Action Plan.
- **Public Hearing on Proposed Annual Action Plan.** During the seventh and final step, City Council will review comments received since publication of the Draft Annual Action Plan and formulate its final Annual Action Plan. This Final Annual Action Plan will be introduced at a public hearing at which residents will have the opportunity to comment on the proposed activities in the budget as well as program performance and needs. Upon completion of the public hearing, the City Council will vote to adopt a Final Annual Action Plan based upon budget recommendations and comments presented to the Council. Upon adoption, the Final Annual Action Plan and required certifications will be submitted to the Regional Office of the Department of Housing and Urban Development for review and approval. Copies of this Final Annual Action Plan will be available to the public at the City's public libraries; the City's One Stop Shop 811 Texas Ave. El Paso, TX 79901 and the City's web site. Copies can be obtained upon request at DCHD, 801 Texas Avenue.

## SUBSTANTIAL AMENDMENTS

A substantial amendments constitutes a significant change to the program, such as adding, deleting or significantly changing project scopes or allocations according to the following criteria:

- The City changes the method of distribution of funds.
- The City changes the purpose and scope of a project by increasing or decreasing the project's scope of services, target population, or budget by more than 75% and \$50,000 from the original description. This does not apply to changes to activities within an existing project unless it would result in a change of more than 75% and \$50,000 to the overall project.
- The City changes the location of a physical project outside the previously described area of the population to be served to another eligible area. This does not apply to Public Services, Economic Development or other non- physical projects.
- The City changes the eligible beneficiaries of an activity by reducing or increasing the beneficiaries by more than 50% due to any of the following circumstances:
  - For physical projects, change of physical location of the project to another eligible area and therefore changing the eligible service area.
  - For non-physical projects such as Public Services and Economic Development, a change of eligible client criteria as categorized in the Consolidated Plan (e.g. Seniors to Youth).
- Additionally, the DCHD Director may grant exceptions to policies and procedures contained within this document provided that those exceptions do not violate federal regulations and are made prior to presentation of the Draft Annual Action Plan to the CNAC and commencement of the 30-day public comment period.

A notice of a proposed substantial amendment will be published in English and Spanish in a local general circulation newspaper in order to provide citizens with reasonable notice, and a 30-day opportunity to comment on the substantial amendment. DCHD will record and consider comments received and may modify the proposed substantial amendment if warranted. All amendments must be submitted to City Council for review and approval. Upon approval, amendments will be submitted to the Housing and Urban Development Regional Office. A summary of comments and a summary of any comments not accepted and the reasons therefor shall be attached to the substantial amendment. A description of all substantial amendments adopted will also be available to the public at the DCHD office during normal business hours, and made available on the City's Website.

## PROGRAM IMPLEMENTATION + AMENDMENTS

Upon approval of the final Annual Action Plan, DCHD shall be responsible for initiating and monitoring the implementation of the proposed activities contained in the budget in accordance with the stated objectives. Day-to-day operational decisions and actions necessary to ensure implementation of projects shall be the function of DCHD. However, upon request, the CNAC will be advised of the status and progress of physical projects throughout the year.

## ASSESSMENT OF PERFORMANCE

- **Public Hearings on Performance and Comment Process:** Citizens are encouraged to comment on the performance of the City's DCHD Program and the extent to which project activities achieved their objectives. Comments, inquiries and complaints may be submitted to the DCHD office or City Council member. It is the responsibility of any City Council member to forward the comments, inquiries, and complaints received to the DCHD staff for a written response. DCHD staff will respond to inquiries and comments received as expeditiously as possible. Verbal complaints shall be transcribed by the DCHD staff and an appropriate response provided. Written complaints will be responded to in writing by the DCHD office within fifteen (15) working days of their receipt. Citizen comments, inquiries and complaints may also be presented at public hearings or at CNAC meetings (an opportunity for citizen comment is regularly included on the agenda). As stated previously, each year a public hearing on program performance and needs is conducted at a regularly

scheduled City Council meeting specifically held to solicit citizen comments on approved activities as well as proposed activities.

DCHD staff will review all comments, complaints and suggestions received in assessing program performance and the extent to which projects and activities achieved their objectives. The results of these assessments will be taken into consideration in the planning and selection of future projects and activities proposed for Community Development funding.

- **Performance Reporting:** DCHD annually prepares a Consolidated Annual Performance and Evaluation Report (CAPER) that includes:
  - Activity Summary
  - Status of Funds
  - Direct Benefit Activities
  - Actions to Affirmatively Further Fair Housing (AFFH)
  - Anti-displacement

This report also contains an assessment by DCHD of the relationship of the use of Community Development Block Grant funds to the Community Development Objectives described in the final Annual Action Plan.

Upon completion of the CAPER, it is forwarded to the Area Office of the U.S. Department of HUD. Simultaneously, a Public Notice in English and Spanish shall be placed in a newspaper of general circulation and the City's web site making the Report available to citizens. It is available at no charge upon request at the Office of DCHD, and a digital copy will be made available at the City's public libraries.

## AVAILABLE INFORMATION

The City shall provide full and timely disclosure of its program records and information consistent with applicable laws and regulations regarding personal privacy and confidentiality. Copies of the following material shall be available for citizen review, upon request, during regular business hours, at DCHD, 801 Texas Avenue:

- All mailings and promotional material;
- The Citizen Participation Plan and schedules of public hearings;
- The records of DCHD public hearings;
- The proposed and approved annual action plan for the current year;
- The proposed and approved Consolidated Plan;
- All prior applications including letters of approval and grant agreements;
- All Performance Reports, Status Reports and other reports that may be required by HUD;
- Anti-Displacement Strategy and Tenant Relocation Assistance Policy; and
- Copies of the regulations governing the Community Development Program and documents on other important program requirements

# Community + Human Development

2022 Community Needs Assessment + Citizen Participation Plan

*6.4 30x30 Strategic Objective: Become a model for activating interagency and multi-sector partnerships and demonstrate results under the Communities of Excellence framework*



# community + human development

Advance Equity

Reduce Poverty

Build Sustainability



## Civic Empowerment

- Cohesive + Engaged Communities
- Involvement in the decision-making process

## Human Services

- Homelessness + mental health
- Basic Needs assistance

## Neighborhood Development

- Facility Projects with multiple community benefits
- Housing

HUD entitlement is for improving the **quality of life** for our most vulnerable populations. We use HUD Entitlement grants to provide services & facility improvements that **address key vulnerabilities** as identified in the **Community Needs Assessment**.

# HUD Entitlement Process



# Engagement Transformed

- Obtain citizen's views regarding housing and community development needs and proposed activities that support identified community vulnerabilities

**Community  
Needs  
Assessment**

- Actively involving people who have been historically underserved, and adversely affected by inequality by prioritizing their needs throughout planning and implementation.

**Equity**

- Public hearings will address housing and community development needs during the Community Needs Assessment, development of proposed activities, and review of program performance

**Public  
Hearings**

**Community  
Needs  
Advisory  
Committee  
(CNAC)**

- The CNAC is a group of seven appointed citizen volunteers who are currently serving on a City Council appointed board or commission.

Public participation is a critical component of effective planning. The City of El Paso relies on feedback from their residents to **prioritize resources** and **identify key priorities and projects**. This Plan sets forth the policies and procedures which the City of El Paso will follow to encourage citizen participation in the development of the Consolidated Plan.



# Community Needs Advisory Committee

Composed of 1 representative from 7 different boards and commissions to form an at-large committee aimed at serving low to moderate income populations in following areas:

- Housing + Homelessness
- Family Stability
- Health + Wellbeing
- Food Security

Members must be a current sitting appointed member, in good standing, of one of the City's Boards and Commissions listed. Each of the Boards and Commissions listed above may nominate and vote on (1) one single representative to serve on the CNAC.



# COMMUNITY NEEDS ASSESSMENT (CNA)

*Starting point in addressing  
community vulnerabilities*

CNA  
LAUNCH  
Sept-Dec

## STEP 01

Launching each September at the start of the entitlement funding cycle, the purpose of the CNA is to obtain citizen's views on Community Development Needs.

## STEP 02

Communities of Excellence (COE) (groups of key sector, community organizations that take a systemic approach to improving overall community performance) will conduct a series of perceptions assessments & identify community needs

STAKEHOLDER  
ENGAGEMENT:  
Community  
Development Needs

ROUNDTABLES  
& SURVEYS

## STEP 03

Stakeholders, Neighborhood Associations & members of the public are invited to attend a series of roundtables. Focus areas are:

- Housing + Homelessness
- Health + Wellbeing
- Food Security
- Family Stability

## STEP 04

Presentation to the Community Needs Advisory Committee for comment & input to prioritize the needs that will be addressed in the annual action plan.

PRESENT  
OUR  
FINDINGS

# Stakeholder Feedback: key factors + priorities

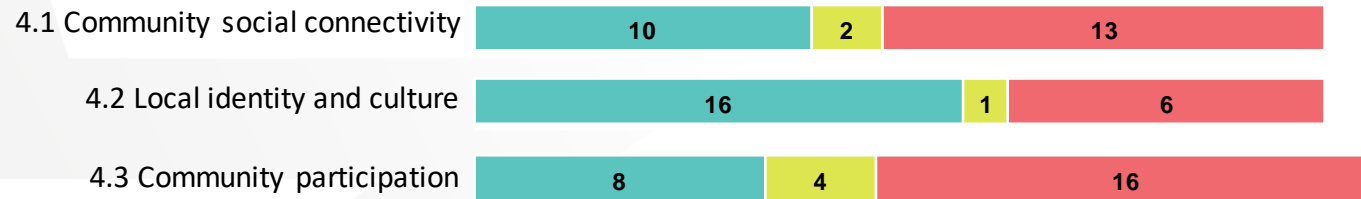
Resilience Factors categorized under the 4 Strategic Vision Blocks:



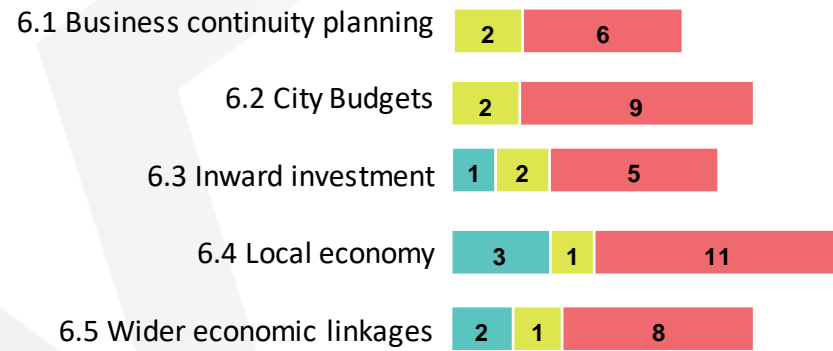
## Meets Basic Needs



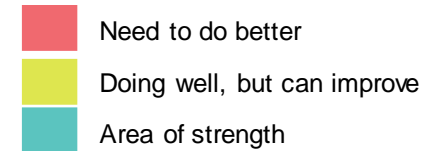
## Promotes cohesive & engaged communities



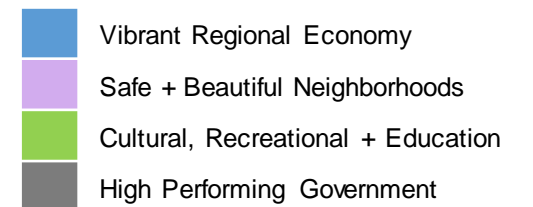
## Fosters economic prosperity



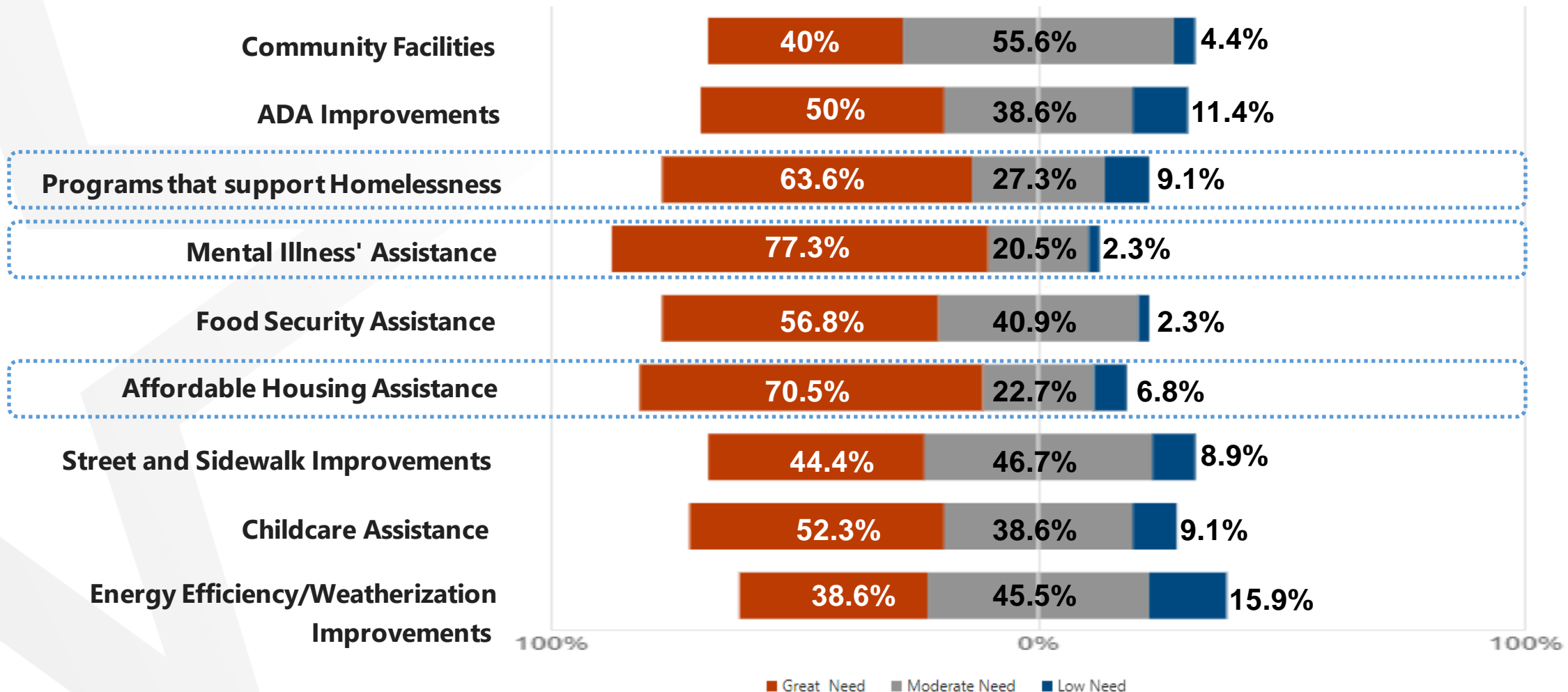
### LEGEND



### Strategic Plan Alignment



Please rate the level of need for each of the following by selecting "Great Need" "Moderate Need" or "Low Need"





# Needs Assessment Key Takeaways

- food and housing is directly connected to fostering economic prosperity.
- household and family resilience

## Meet Basic Needs

- mental health
- supportive and affordable housing
- access to services

## Homelessness

- community contribution to the decision-making process.
- promote cohesive, and engaged communities

## Community Empowerment

- funding limitations and agency capacity is always a challenge.
- achieve multiple planning outcomes at one time

## Multi-Benefit Projects





# Alamito STREAM Center

**HOME**  
Housing Opportunity  
Management Enterprises

## Alamito STREAM Center Located in Segundo Barrio

The center will help families explore science, technology, reading, reasoning, engineering, arts, and math through non-traditional activities with the intent to stimulate their curiosity and interest in expanding their knowledge and level of education.



- Renovation of a vacant, historic property
- STREAM programming for children
- Co-collaboration with UTEP, EPCC, PSI adds college exposure to Segundo Barrio children



## Mission

Deliver exceptional services to support a high quality of life and place for our community

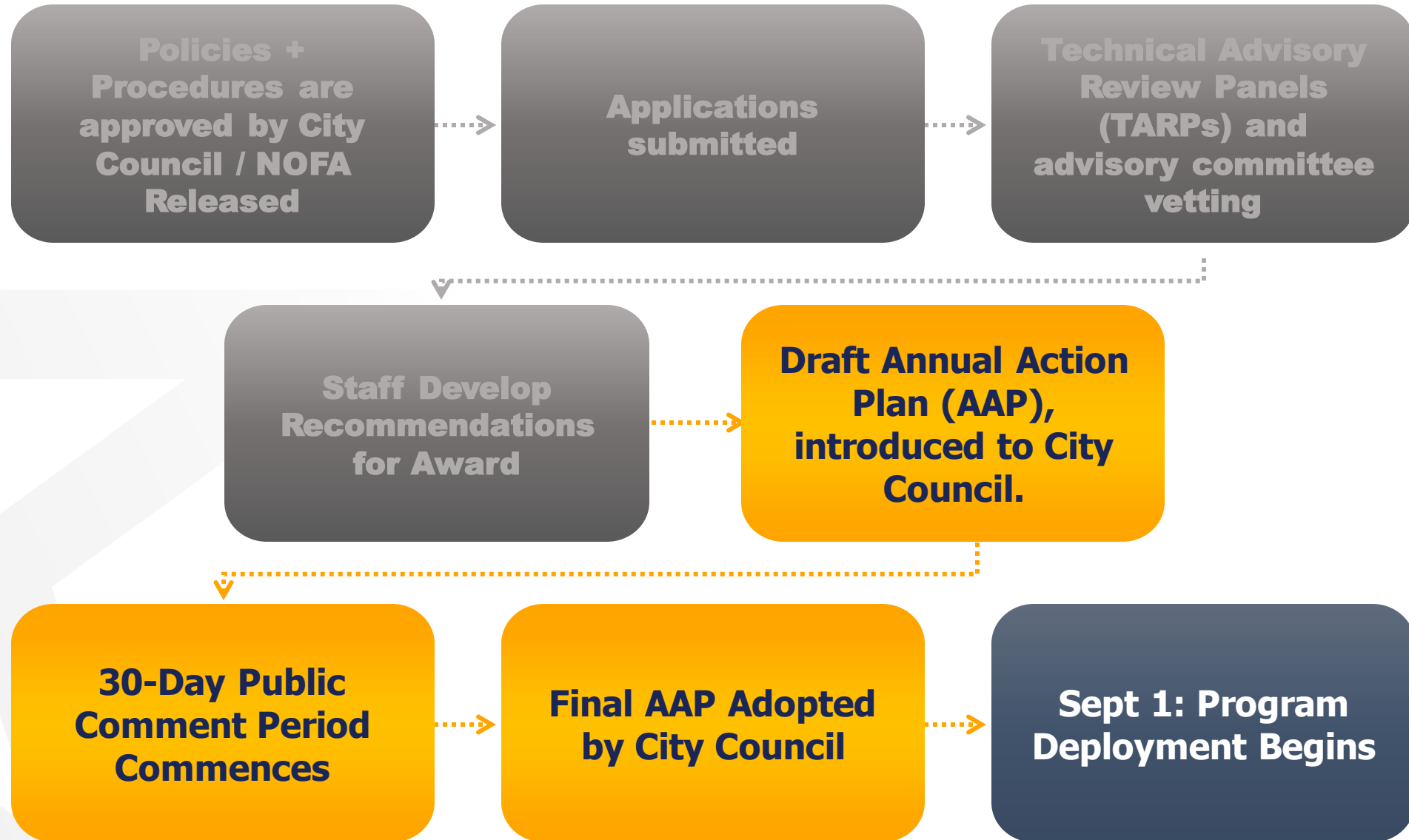
## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **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

# Planning Process



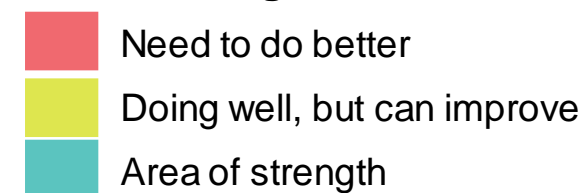
## 1. Meets Basic Needs



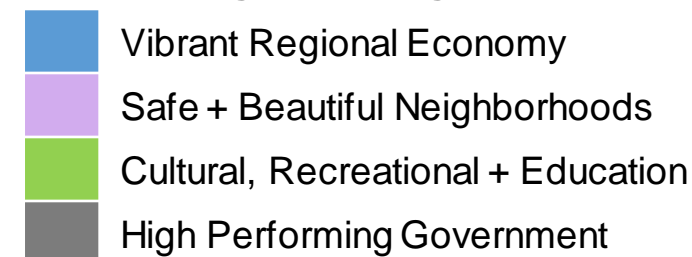
## 2. Supports Livelihoods & employment



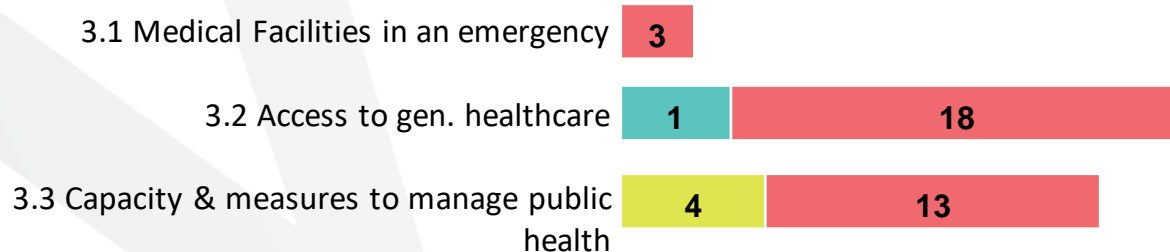
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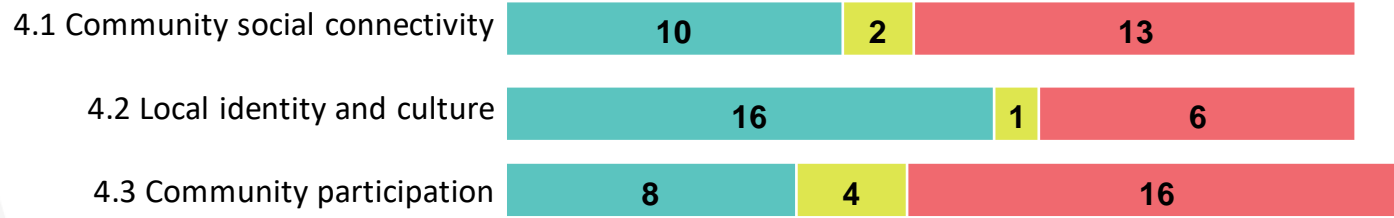
### Strategic Plan Alignment



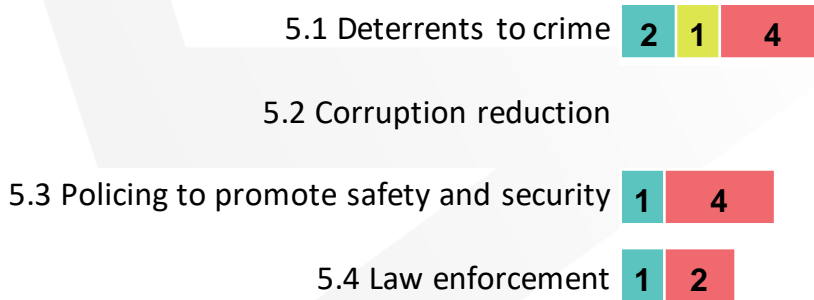
## 3. Ensures public health services



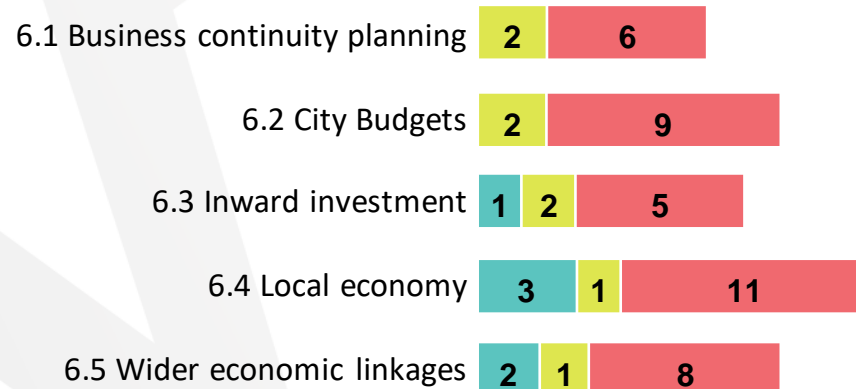
## 4. Promotes cohesive & engaged communities



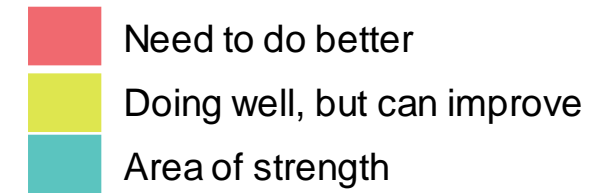
## 5. Ensures social stability, security & justices



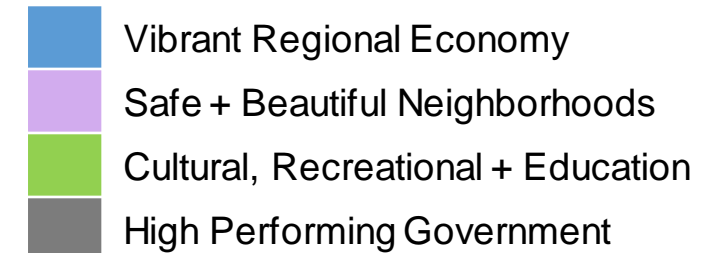
## 6. Fosters economic prosperity



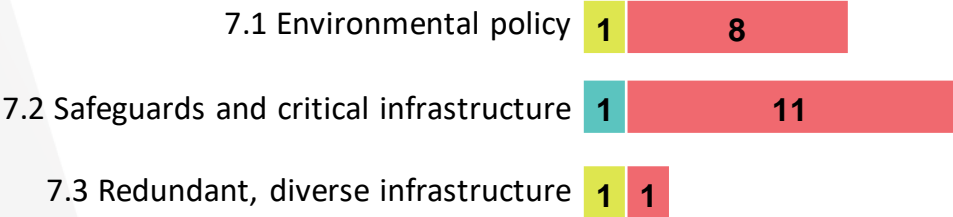
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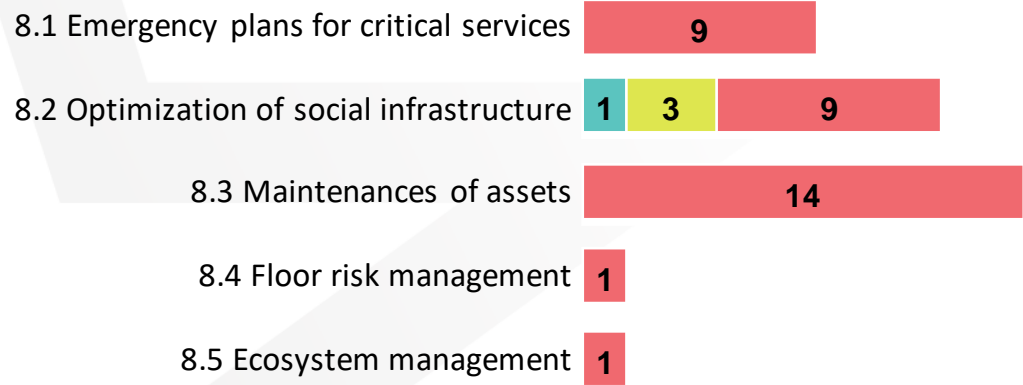
### Strategic Plan Alignment



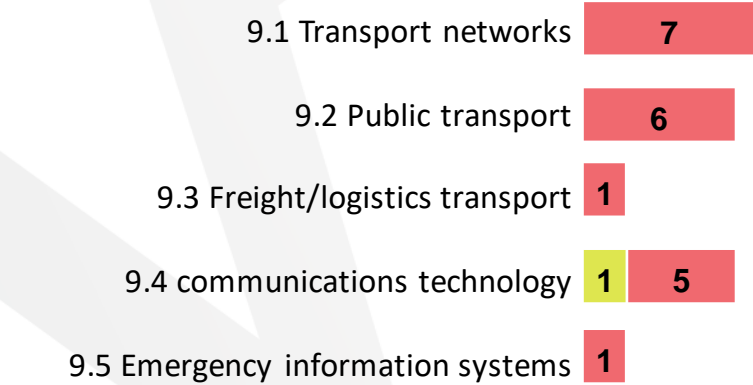
7. Maintains & enhances protective natural & manmade assets



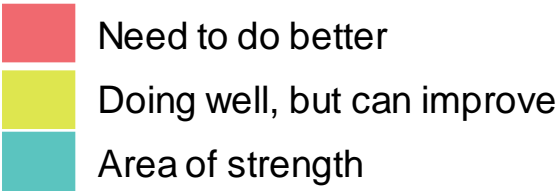
8. Ensures continuity of critical services



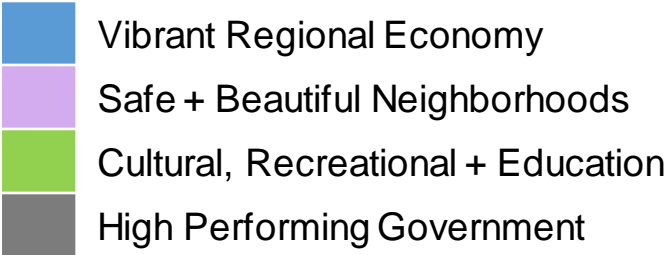
9. Provides reliable communication & mobility



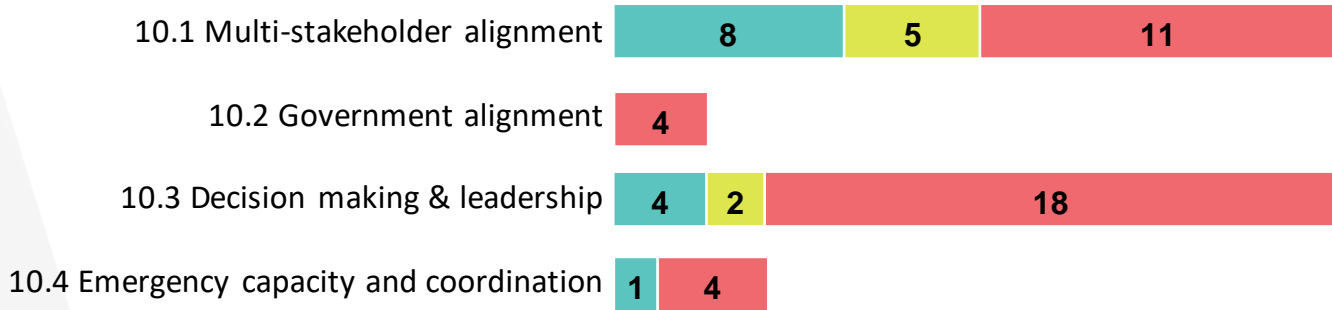
Legend



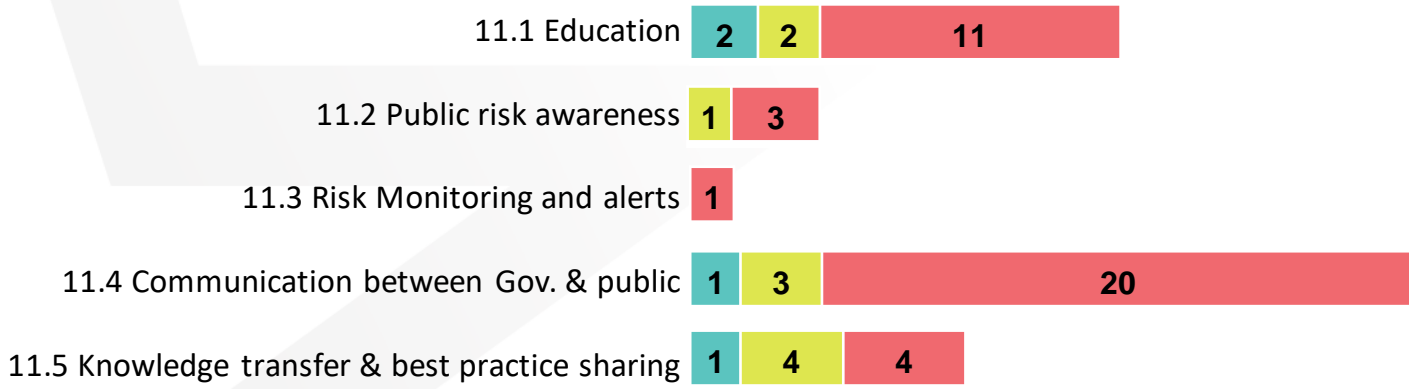
Strategic Plan Alignment



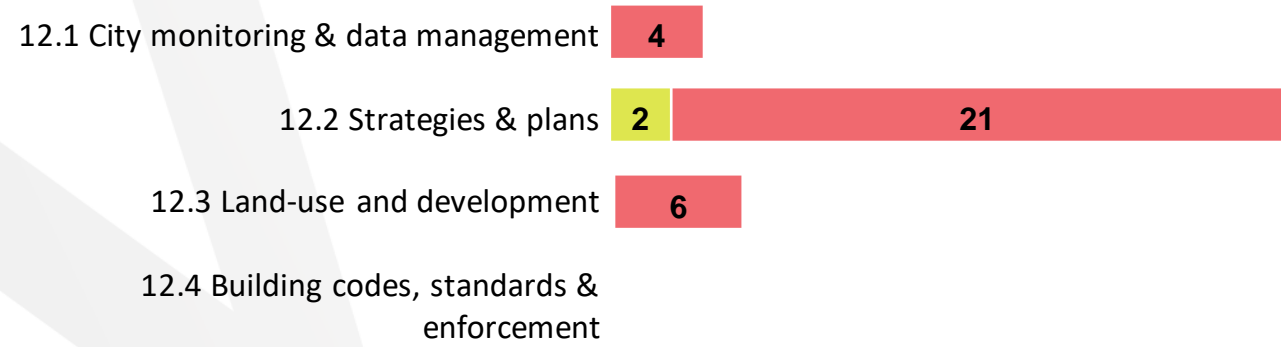
## 10. Promotes leadership & effective management



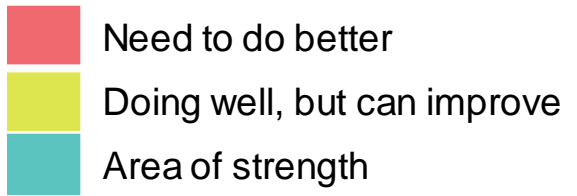
## 11. Empowers a broad range of stakeholders



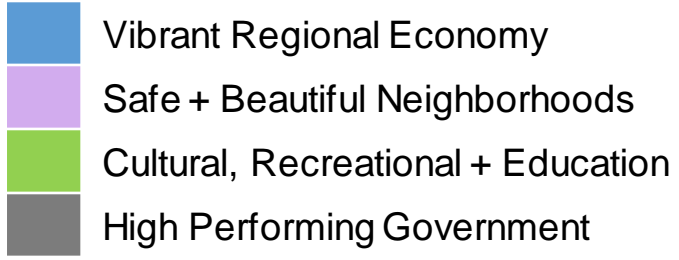
## 12. Fosters long-term & integrated planning



### Legend



### Strategic Plan Alignment



# Citizen Participation Plan



The Plan provides a guide for the community to participate in an advisory role in planning, implementing and assessing the

- Community Development Block Grant
- Emergency Solutions Grants
- Housing Opportunities for Persons with AIDS (HOPWA)
- HOME Investment Partnerships Programs

At a minimum, citizens shall have an opportunity to submit comments and proposals regarding the program in the following manner:

- Directly to the Department of Community and Human Development;
- At formal Public Hearings; and
- At community engagement events and town hall forums during the Community Needs Assessment planning process.



# Community Needs Advisory Committee

**Responsibilities:** The CNAC shall serve in an advisory capacity to DCHD to review community development and housing needs and provide input on recommendations for the Community Development Program.

Responsibilities of the CNAC shall include:

- Review and comment on the development of, or revisions to, the Citizen Participation Plan;
- Review comments and proposals submitted by citizens, neighborhood groups, City Departments, etc., and at public hearings;
- Review and comment on Community Development plans and project recommendations prepared by the DCHD staff and/or technical advisory review panels; and
- Provide comments to City Council on program and project recommendations.



Legislation Text

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File #: 23-142, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

Discussion and action that the Mayor of the City of El Paso, Texas be authorized to sign Resolutions of Support and/or Resolutions of No Objection for the following 2023 9% Regional Competitive Low Income Housing Tax Credit (LIHTC) applications:

- Patriot Place II, located at 9500 Kenworthy Drive, El Paso, Texas 79924, proposed by Paisano Housing Redevelopment Corp (D/B/A HOME).

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

**AGENDA DATE:** January 31, 2023

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Nicole Ferrini, Chief Resilience Officer, 915-212-1659

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

**STRATEGIC GOAL:** Goal 8 – Nurture and promote a healthy, sustainable community

**SUBGOAL:** Goal 8.2 – Stabilize neighborhoods through community, housing and ADA improvements

**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 that the Mayor of the City of El Paso, Texas be authorized to sign Resolutions of Support and/or Resolutions of No Objection for the following 2023 9% Regional Competitive Low Income Housing Tax Credit (LIHTC) applications:

- Patriot Place II, located at 9500 Kenworthy Drive, El Paso, Texas 79924, proposed by Paisano Housing Redevelopment Corp (D/B/A HOME).

**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 received four requests for resolutions of support for 9% Low Income Housing Tax Credit applications. Staff recommends issuing no resolutions of support, nor resolutions of no objection, for any of the four proposals as they do not align with the priorities of the City as expressed in the Local Support Evaluation Criteria, approved by City Council on 10/15/2019.

**THIS YEAR'S REQUEST FOR SUPPORT**

This year, the City has received one request for local government support. That request is from HOME (formerly known as the Housing Authority of the City of El Paso). HOME is proposing to add 40 additional units to their Patriot Place apartment complex located at 9500 Kenworthy Drive in the Northeast (District 4). These units will be affordable to households at 50% Area Median Income. In 2019, City Council provided a resolution of support for LIHTCs that were utilized to develop the first phase of Patriot Place. Construction of the initial phase was completed in the Fall of 2022 and the 110 units are occupied by low-income veterans and families. While this development is not within ¼ mile of a BRT stop, and as such is not located in a priority LIHTC area, staff believes that a *Resolution of No Objection* is appropriate for this development as it is an expansion of a project for which Council has already provided support. Additionally, Patriot Place has immediate access to public transit and is within ½ mile of the Northeast BRT terminal; there is currently significant public investment and private commercial investment in the immediate area; it is adjacent to Sue Young Park which serves as a significant benefit to families; it is in the shadow of the EPCC Transmountain campus; and is within a short walk of a grocery store (Sam's Club). For all of these reasons, staff is recommending a *Resolution of No Objection* for the Patriot Place II proposal.

**PRIOR COUNCIL ACTION:**

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

Revised 04/09/2021

On February 26, 2019, City Council approved a resolution of no objection for LIHTCs for Patriot Place I.

**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:** Department of Community + Human Development (DCHD)

**SECONDARY DEPARTMENT:** N/A

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**\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\***

**DEPARTMENT HEAD:** Abraham Gutierrez for Nicole Ferrini



---

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

## RESOLUTION

**WHEREAS**, Paisano Housing Redevelopment Corp (D/B/A HOME) has proposed a development for 40 affordable rental housing units at 9500 Kenworthy Drive, El Paso, TX 79924, named Patriot Place II, in the City of El Paso, Texas; and

**WHEREAS**, Paisano Housing Redevelopment Corp (D/B/A HOME) has committed to a minimum 45-year affordability period for those additional 40 units at 9500 Kenworthy Drive, El Paso, TX 79924, named Patriot Place II, in the City of El Paso, Texas; and

**WHEREAS**, Paisano Housing Redevelopment Corp (D/B/A HOME) has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2023 Competitive 9% Housing Tax Credits for Patriot Place II; and

**WHEREAS**, it is acknowledged that the census tract contains more than 20% Housing Tax Credit Units per total households within the census tract.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Patriot Place II** development located at 9500 Kenworthy Drive, El Paso, TX 79924 (TDHCA Application number 23169) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on January 31, 2023.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.


**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

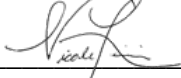
**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nicole M. Ferrini  
Chief Resilience Officer

## RESOLUTION

**WHEREAS**, Paisano Housing Redevelopment Corp (D/B/A HOME) has proposed a development for 40 affordable rental housing units at 9500 Kenworthy Drive, El Paso, TX 79924, named Patriot Place II, in the City of El Paso, Texas; and

**WHEREAS**, Paisano Housing Redevelopment Corp (D/B/A HOME) has committed to a minimum 45-year affordability period for those additional 40 units at 9500 Kenworthy Drive, El Paso, TX 79924, named Patriot Place II, in the City of El Paso, Texas; and

**WHEREAS**, Paisano Housing Redevelopment Corp (D/B/A HOME) has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2023 Competitive 9% Housing Tax Credits for Patriot Place II.

**WHEREAS**, it is acknowledged that the census tract contains more than 20% Housing Tax Credit Units per total households within the census tract.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it **supports** the proposed **Patriot Place II** development located at 9500 Kenworthy Drive, El Paso, TX 79924 (TDHCA Application number 23169) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on January 31, 2023.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.


### **THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

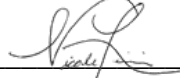
### **ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

### **APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

### **APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nicole M. Ferrini  
Chief Resilience Officer



# HOME

Mr. Mark Weber  
Community Development Program Manager  
Community and Human Development Department  
801 Texas Avenue – Third Floor  
El Paso, Texas 79901

Re: HACEP 2023 9% Request for Resolution Support Patriot Place II-A

Dear Mark,

HOME is pleased to work with the city towards building the affordable housing market in El Paso and through its guidance with the 9% Low Income Housing Tax Credits program. Specifically, for the 2023 low-income housing tax credit cycle, HOME submits with this letter and the application, Request for Resolution of Support for Patriot Place Phase II-A.

Enclosed please find 1) Request for Resolution, 2) Attachment B-2, and 3) Attachment B-12 (Which includes Attachment B-10 and Attachment B-11) in color hard copy for each of the aforementioned. Also, electronic file versions of these documents are available through SharePoint.

The Patriot Place II development is an opportunity for HOME to begin the remaining development of the vacant 10 acres which is now Patriot Place. Patriot Place, Phase I, was recently completed in the Fall of 2022. The 110-unit development is currently being occupied by low-income veterans and families. Patriot Place Phase II-A will provide quality affordable housing for 40 families which will have access to public recreation resources and to take advantage of the commercial/retail services, public services and job opportunities. The project will include a “flex space” to provide resident services and to hold special events and resident activities.

We trust the City will share in our enthusiasm for the proposed plans and in particular this new construction, mixed-income community which will provide 40-affordable units and services to its residents. HOME is confident the development will be additive to the City’s future and further its goals with providing additional, quality and sustainable affordable housing.





# HOME

HOME looks forward to future discussions with the City to best align the Patriot Place II-A project with its goals. Please contact me if you have any questions or require additional information.

Sincerely yours,



Satish Bhaskar  
Executive Vice President/CFO

cc: G. Cichon





## 2023 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for support resolution for the Texas Dept. of Housing and Community Affairs as part of the 2023 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Wednesday, January 11, 2023 by 5:00 pm (MST)

### SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_
3. Applicant Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_
4. Name of Proposed Development: \_\_\_\_\_
5. Proposed Development Address/Location: \_\_\_\_\_
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive): \_\_\_\_\_

### SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): \_\_\_\_\_
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): \$\_\_\_\_\_
4. Cost per square foot: \$\_\_\_\_\_
5. Amount of tax credits being requested of TDHCA: \$\_\_\_\_\_
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom						
2 Bedroom						
3 Bedroom						
4 Bedroom						
<b>Totals</b>						

7. Is the proposed development site properly zoned for proposed development? Yes \_\_\_\_ No \_\_\_\_  
 a. Current Zoning: \_\_\_\_\_
8. Are property taxes current for the site? Yes \_\_\_\_ No \_\_\_\_  
 If yes, provide a copy of current property tax receipt, or print-out from:  
[https://actweb.acttax.com/act\\_webdev/elpaso/index.jsp](https://actweb.acttax.com/act_webdev/elpaso/index.jsp) Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes \_\_\_\_ No \_\_\_\_
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

### SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: \$ \_\_\_\_\_  
 Or, total amount of requested fee waiver from the City of El Paso: \$ \_\_\_\_\_
2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):
- |   |          |
|---|----------|
| Acquisition:                                | \$ _____ |
| Design/Soft Costs:                          | \$ _____ |
| New Construction of Housing Units:          | \$ _____ |
| Rehabilitation/Conversion of Housing Units: | \$ _____ |
| Funds from other sources:                   | \$ _____ |
| Total Project Cost:                         | \$ _____ |
3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):
- How many of the existing dwelling units are occupied? \_\_\_\_\_ Vacant? \_\_\_\_\_  
 If completely vacant, how long has the property been vacant? \_\_\_\_\_  
 Are any of the units owner-occupied? \_\_\_\_\_  
 Will Temporary or permanent relocation be required? \_\_\_\_\_
4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than \$200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.
- Do you agree to meet or exceed the Section 3 requirements noted above? Yes \_\_\_\_ No \_\_\_\_
5. Submit the following financial documents (for those requesting HOME/CDBG funds):
- Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
  - Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):

- a. Copy of Relocation Plan. Submit as Attachment C-6.a.
- b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.
- c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

**Please note:** Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.

#### SECTION D. CERTIFICATIONS

**RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN JANUARY 11, 2023 BY 5:00 PM (MST).**

**Submittals received after 5:00 pm on January 11, 2023 MST will not be considered for support.**

Applications must be submitted by emailing a link to your application contained within a file sharing service. Please notify DCHD staff by emailing [webermc@elpasotexas.gov](mailto:webermc@elpasotexas.gov) that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the waiver for electronic submission.

**4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR**

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required):



Printed Name/Title:

SATISH BHASKAR, EVP/CFO

Date:

1-11-22

FOR STAFF USE ONLY: Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Review for Completeness by: \_\_\_\_\_

## **Patriot Place Phase II Attachment B-2**

### **Introduction to Patriot Place Phase II**

The Housing Authority of the City of El Paso D/B/A Housing Opportunity Management Entity (“HOME”) is very pleased to submit this application for Patriot Place Phase II using 9% Low Income Housing Tax Credits (LIHTC) through the 9% Regional Competitive Set Aside Funding Pool administered by the Texas Department of Housing and Community Affairs (“TDHCA”). This is HOME’s application submitted to the City of El Paso as part of the 2023 9% Regional Competitive Set Aside. To assist the City’s review, included is Attachment B-12 which provides supportive information in an easy-to-read format.

**Patriot Place will be an attractive 3 building, 40-unit, mixed-income newly constructed development located in the Patriot Place neighborhood. This second phase of a 4-phased development will provide quality affordable housing and services for residents in the northeastern area of the city.** See Figure 1 of the following page for the Patriot Place location. Also refer to the slide deck (Attachment B-12) for additional site content.

In addition to the 40 affordable housing units, the development will include an After-School Learning Center and community center and outdoor space which includes a playground and seating. The site will also have a path which provides a direct link to Sue Young Park. The development of Phase II will complete the development of approximately 10-vacant acres and will set a leading example for a more community-oriented neighborhood that is currently in need of increased affordable housing options.

**Future residents of Patriot Place II will greatly benefit from the site’s excellent public transit access and proximity to an array of parks, services, and educational opportunities.** A wide range of nearby social services, jobs, educational institutions, and commercial development will provide significant opportunity for future residents.

**The need for affordable housing in this neighborhood and across the city is great.** According to the 2019 El Paso Regional Housing plan, the city has a shortage of 3,300 rental units for households earning less than \$30,000 annually. Patriot Place II provides access to quality housing in a community-oriented environment, with outdoor gathering spaces, an After-School Learning Center, will support current and future neighborhood residents and families seeking homes which are affordable and close to transit, retail, jobs and schools. With adjacent bus stops, the location offers easy access to a wide range of opportunities across the city to support upward mobility for residents of all ages.

The newly constructed Patriot Place II will help HOME meet the needs of current and future residents whose incomes fall between thirty percent (30%) and sixty percent (60%) AMI, with the aim to support and increase opportunities for very low to low-income residents.

HOME anticipates a high score for Value Statement 1 given the site’s high overall number of units (15 points), range of units available between 30% and 60% AMI (8 & 7 PTS) and the high number of units produced per amount of tax credits (5 Pts).

## **Value Statement 2 – Social Services (20 Pts)**

*Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services*

HOME planned delivery and facilitation of social services program at Patriot Place II directly supports the city's objectives to break cycles of poverty and support upward mobility. Affordable Housing is a critical and stabilizing foundation for low-income and very low-income residents. But to break cycles of poverty, HOME has found the broader resident needs around health, education, and employment must be addressed. This principle is the basis of HOME's mission to improve the quality of life for economically challenged families. The holistic approach to services will add significant value to the lives of residents and community members who participate.

**HOME's extensive experience** delivering services and programs across 48 properties which serves families **is further assurance the specific needs of future Patriot Place II residents will be met.** See page 10 of the slide deck (Attachment B-12) to learn about HOME's long-standing partnerships and programs. Future residents will have access to programs and social services in the following three categories:

### **Education**

Long-standing partnerships with educational institutions, including the El Paso Community College and the University of Texas at El Paso, strengthen HOME's ability to deliver a variety of educational programs. HOME anticipates offering health and nutrition classes on health topics ranging from diabetes to cancer prevention, quarterly life skills classes to help families navigate their medical benefits and more.

### **Economic Development/Workforce Entrepreneurial Development, including Homeownership**

Income is the strongest and most consistent predictor of resident health and wellbeing; and promoting financial independence for residents is a top priority. For over a decade, HOME has partnered with Government Employees Credit Union (GECU) and Project Bravo to deliver financial literacy training to support residents reach their financial goals. In addition, HOME's Family Self-Sufficiency (FSS) Program will be available to residents interested in homeownership opportunities. The FSS Program is a holistic approach to helping HUD-assisted families make progress towards achieving self-sufficiency which combines case management to help families access the services they may need to increase their earnings with a strong financial incentive (in the form of an escrow account) for families to increase their earnings. As the leading homeownership placement program in the El Paso area, FSS has proven to be very successful in helping low-income families build assets and substantially increase their earnings to become homeowners.

### **Supportive/Social Services**

Many residents need supportive and social services, having experienced isolation and traumas related to housing insecurity, poverty, and violence. HOME has an extensive network of non-profit and healthcare partners who provide residents with supportive/social services both on and off site. Healthcare partners, including Superior Health Plans, Texas Tech University Health Sciences Center, a HOME partner for 10 years, and Texas A&M Agrilife, help HOME facilitate monthly health screenings, annual health fairs, annual flu shots, COVID-19 vaccines and boosters, and other highly tailored programming to support the physical and mental well-being of all residents, including youth.

HOME also provides a variety of supportive services programs throughout the year, including bi-monthly social events, such as games, ice cream socials, guitar playing and holiday celebrations; bi-monthly arts and crafts, such as knitting and decorating; and backpack giveaways that have been very successful programs. Social connections are an essential part of resident wellbeing, can extend length and quality of life, and serve as an important foundation to support upward mobility. HOME enlists additional community partners, such as El Pasoan's Fighting Hunger, Project VIDA, Abundant Living Faith Center, and HOME's Transportation Department, to help deliver other social programs including monthly food distribution, after-school youth program, and an annual holiday meal, entertainment, and a food pantry.

### **Value Statement 3 – Access to Commercial/Public Service**

*Residents given an opportunity for inclusiveness and afforded an opportunity to access public services*

In alignment with Value Statement 3, residents of Patriot Place II will be given an opportunity for inclusiveness and afforded an opportunity to access public services. There are plentiful commercial/public services in walking distance.

#### **Great Access**

The development has “front door” access to El Paso’s public transportation. Residents will have the ability to all major travel corridors and the newly Rapid Transportation System. Another component of making transit more accessible is the incorporation of bicycle racks which will be separated from automobile parking. Through this amenity, residents will be able to capitalize on the network of city streets. Making this alternative form of transportation more attractive and reduce the dependency on automobiles. Neighborhood amenities are also accessible by the major corridors and public transportation for future residents of the development. Overall, the development promotes the concept of live-work by providing job opportunities closer to “home” which is especially valuable for family members which are also care-givers.

This development meets the TDHCA criteria of promoting the edification of high-quality housing. Unit sizes and features have been enhanced with no additional charge to the residents. These amenities will enhance the overall quality of life for the residents and incorporate Green Building elements. Over 20% of the low-income units are 50% or less of the AMGI, and at least 10% of the rents are at 30% or less of the AMGI.

Patriot Place II is committed to serve and support Texans most in need. It will provide a combination of supportive services along with adequate space for the program service providers to provide services. These services will include an After-School Learning Center as well as additional services which may include, but are not limited to, GED Preparation classes, annual health fair, Notary Services, and/or providing a fulltime resident services coordinator. The services maybe modified as resident needs change. In conjunction to these services, the development is including a accessible and audio/visual units to accommodate residents with special physical needs.

Residents are provided an opportunity through gathering points/areas for inclusiveness and afforded an opportunity to access public services as the development site is within steps to public transportation is conveniently located near various community assets. Schools, medical facility, outdoor public recreation, religious institution, post office, convenience store, civic offices, and restaurants to name a few. Patriot Place II will include barrier free access by residents to the immediate neighborhood and



commercial/public services. Walkability of the site is excellent and provides a high quality of life for future residents.

The community is engaged and has provided vital support to the first phase of Patriot Place, and it is expected that the same support will be provided for Patriot Place II. The City of El Paso will discuss and consider passing a resolution of local support and commitment for the tax credit property. It is anticipated support for the development will continue with the support of various community organizations such as Project Bravo and the YWCA. The development meets the goals, objectives, and the overall criteria set forth by TDHCA.

#### **Value Statement 4 – Local Presence (15 Pts)**

*Local presence and long-term accountability in El Paso*

As a “High Performing” and award-winning Public Housing Authority (PHA) that assists more than 40,000 El Pasoans, HOME has become the 14<sup>th</sup> largest PHA in the United States and the largest in the State of Texas. HOME’s local presence and long-term accountability cannot be overstated at nearly 84 years of continuous service. HOME hires locally and has a full staff to manage, operate and develop its properties successfully. The strong partnership between HOME and the City of El Paso helps build the housing market at a substantial scale.

#### **Highlights of HOME’s Experience include:**

- 84 Years in El Paso
- 80 Staff
- 48 Properties
- 40,000 El Pasoans Served
- Housing for Veterans (VASH Program)

- 1,126 New Construction Units
- 5,233 Rehab Units(5,167w/RAD)
- 5,600 Housing Choice Vouchers
- 1,300 Tax Credits & Non-Subsidized Units
- Housing for Chronically Homeless (Shelter Plus Care Program)

**HOME has significant experience with financing, development, construction, and management of homes for families, elderly and disabled residents.** HOME has completed 5,167 units through the Rental Assistance Demonstration (RAD) program to date and has a portfolio of 6,102 RAD units, 5,600 Housing Choice Vouchers, and 1,300 Tax Credits and Non-Subsidized units.

HOME has a strong development team, continues to operate properties, and provides affordable housing for low and very-low-income households in El Paso. Long-term care and maintenance of HOME properties will be supported through the properties cashflow.

The HOME team experience in both development and operation of affordable housing is built from decades of implementing affordable housing programs. HOME has a strong track record of meeting

funding obligations and timelines resulting in successful delivery of high-performance, sustainable, and safe projects. These include experience with a range of funding sources and programs, including LIHTC, HUD grants and programs, including RAD conversions, and other federal and local programs.

### **Tax Credit Awards**

HOME's significant tax credit experience includes full support from the city and spans from a 2016 award of \$3 million for Commissioners Corner and Gonzalez Apartments new construction of 338 units. 2017 award of \$3 million from TDHCA for Blue Flame Building and Medano Heights, which total 266 units and placed in service in December 2019; 2021 award of \$1.2 million for the rehab of Sun Pointe; and 2020 1.2 million for the new construction project, Nuestra Senora. Both Sun Pointe and Nuestra Senora began construction in 2022 and will deliver a total of 226 units in 2024.

In 2019, HOME was awarded \$1.5 million for the development of Patriot Place Phase I, which totals 110 units and was placed in service in 2021. HOME was awarded \$900,000 in 2022 for its project in El Paso County which will produce 40 single-family units in Clint.

### **Award-Winning Affordable Housing**

HOME's ability to meet financing obligations and deliver high performance projects which serve families, elderly, and disabled residents is reinforced through its excellent HUD relationship. It includes an earlier \$20 million HOPE VI grant awarded by HUD for the revitalization of Alamito Apartments into 349 public housing units. A \$12.7 million HUD American Recovery and Reinvestment Act ("ARRA") Capital Funds grant for the rehabilitation of public housing properties and an \$8.3 million HUD AARA grant for the Paisano Green Community. This award-winning 73-unit community was completed in 2012 and is the first NetZero, fossil-fuel free, LEED Platinum, affordable housing community in the United States.

HOME's RAD program, initiated in 2014, is second to none in the State of Texas and nationally. It has resulted in the rehabilitation and new construction of over 5,167 affordable housing units to date and upon completion represents a total of **\$1.3 Billion** in public-private partnerships and construction projects.

### **Commitment to Extended Affordability**

With a statutory mandate to serve low-income families in El Paso, HOME has been and will continue to remain the leading provider of affordable housing in El Paso. HOME commits to long-term affordability of properties and has set an extended 45-year affordability period for Patriot Place Phase II.

### **Value Statement 5 – Smart Growth (20 Pts)**

*Meets City Smart Growth Initiative as set out in Plan El Paso*

Since the adoption of the first City Plan of El Paso in 1925, this document has become the cornerstone in making El Paso the city it is today. It has stayed true to its purpose of promoting the convenience of its population, improve health, provide different recreational options, and beautify El Paso a whole. El Paso may be the 19<sup>th</sup> largest city in the nation, but more importantly, it continues to rank as one of the

safest cities in the nation. It's not only the home to Fort Bliss, but it also has become the retirement place of choice for many troops. These factors, along with historic advantages and economic diversity play a factor to the success of the city.

Patriot Place II meets the city's smart growth initiative as set out in the *Plan El Paso* and established sound business practices to ensure the Mission, Vision and Values of the City of El Paso are preserved. This project conserves environmental resources, spurs economic investment and reduces the need for infrastructure and services. The strategic location provides a housing option which has activities within walking distance, proximity to neighborhood services, and public transportation to alleviate the dependency on cars. Patriot Place II will bring additional stability to its neighborhood not only by building additional affordable housing with ADA and VHI units, but through different resident programs. The development encourages the participation of the community associations, JWRC Resident Council plays a vital role in addressing the needs of the residents. Supportive Services tailored to address resident needs will be available to all residents. Resident youth will have the support of an After-School Learning Center, operated on site to supplement their formal education, and assist with daily homeowner and school assignments. The applicant/developer also sponsors the Family Self-Sufficiency program, to promote homeownership.

Energy Efficiency initiatives will be incorporated into the design of the development, thus reducing operational costs and energy consumption. Patriot Place II will comply with environmental regulatory requirements. With the assistance of various local, state, and federal agencies the construction of the units will ensure the development meets all necessary codes. Through pest control, the project will be treated for any "unwelcomed" guests during excavation and during occupancy to host a healthy community and surrounding area. Recovering from an extreme weather event can be achieved through many options, but our strongest ally is education. Cooperation of the resident councils and by hosting health fairs, thus instructing residents will help minimize the damage families endure to achieve individual resiliency for El Paso residents.

In summary, the planned Patriot Place II project meets City smart growth initiatives as set out in the *Plan of El Paso*. For example, the project is planned in a central location and will develop an existing vacant and underutilized property. The development will infuse residents to a key area which will bolster the population density. The City of El Paso is more than just bricks and mortar, its foundation is its people, and with the help of various parties, Patriot Place will help the City of El Paso connect neighborhoods and develop a society which will help it move towards an exciting future.



**Housing Opportunities Management Enterprises**  
**9% LIHTC Proposal**  
**1/11/23**

# Patriot Place Phases Map

Patriot Place Phase IIA is approximately 4.87 acres or 212,137 square feet.



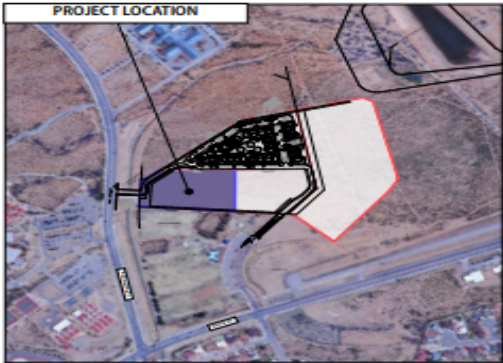
Source: El Paso Central Appraisal District, dated 2021, retrieved December 2022

# Site Overview

- Patriot Place Phase I construction was completed in October 2022. This project would serve as the second phase of that project.
- Patriot Place Phase IIA is a proposed 40-unit Low Income Housing Tax Credit multifamily development, where tenants will contribute 30% of their income towards rent, that will offer one, two, and three-bedroom units.
- Patriot Place Phase IIA will consist of three two-story garden-style residential buildings and one single-story community building/clubhouse.
- The anticipated completion date for the Subject is January 2024.
- This type of development meets the TDHCA criteria of promoting the edification of high quality housing. Unit sizes and features have been enhanced with no additional charge to the residents. These amenities will enhance the overall quality of life for the residents, and incorporate Green Building elements.



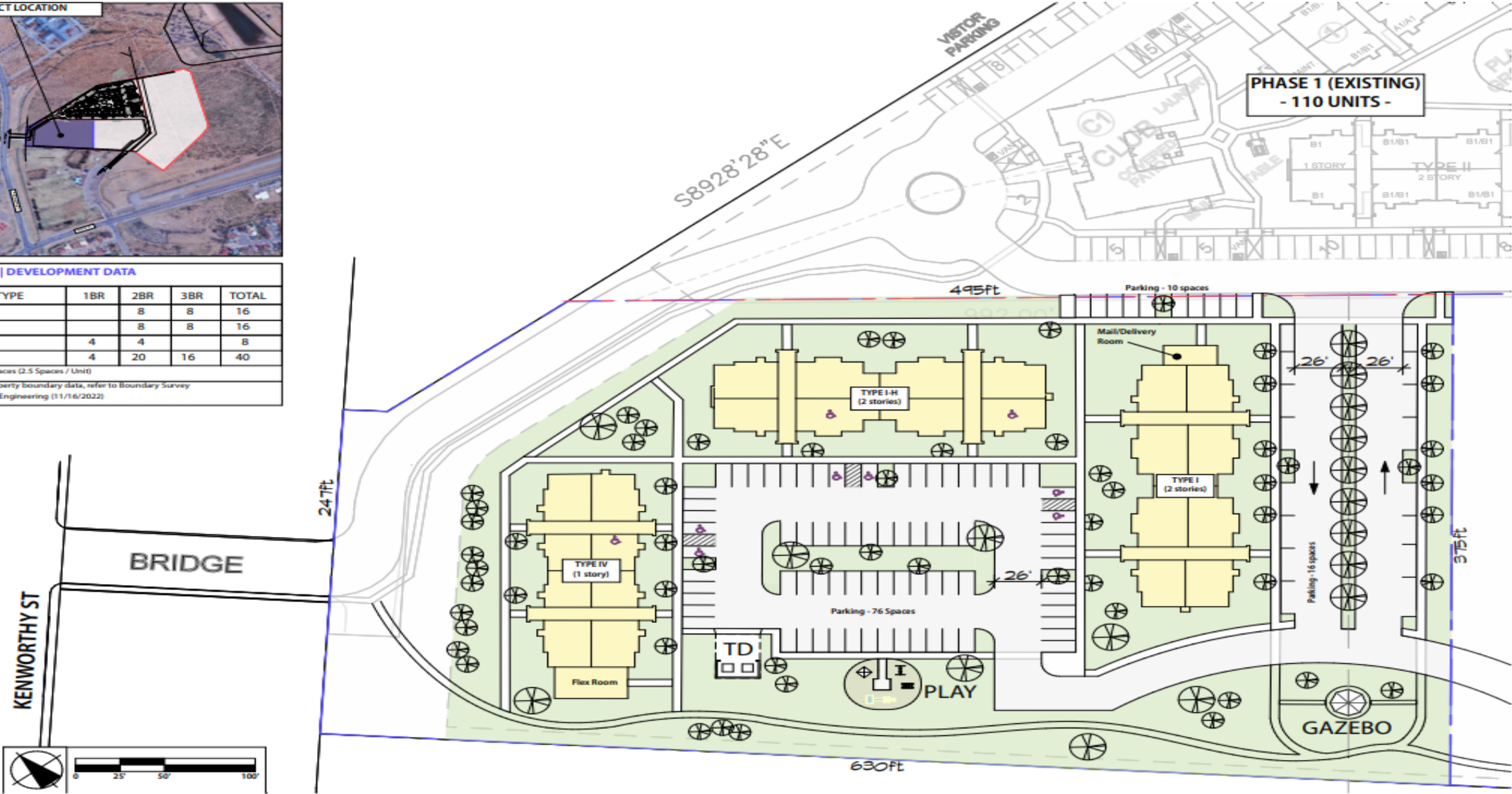
# Site Plan



PHASE 2A | DEVELOPMENT DATA

BUILDING TYPE	1BR	2BR	3BR	TOTAL
TYPE I		8	8	16
TYPE I-H		8	8	16
TYPE IV	4	4		8
TOTAL	4	20	16	40

Parking: 102 spaces (2.5 Spaces / Unit)  
For detailed property boundary data, refer to Boundary Survey prepared by SLI Engineering (11/16/2022)



1 PHASE 2A - CONCEPTUAL SITE PLAN - 40 UNITS



# General Location

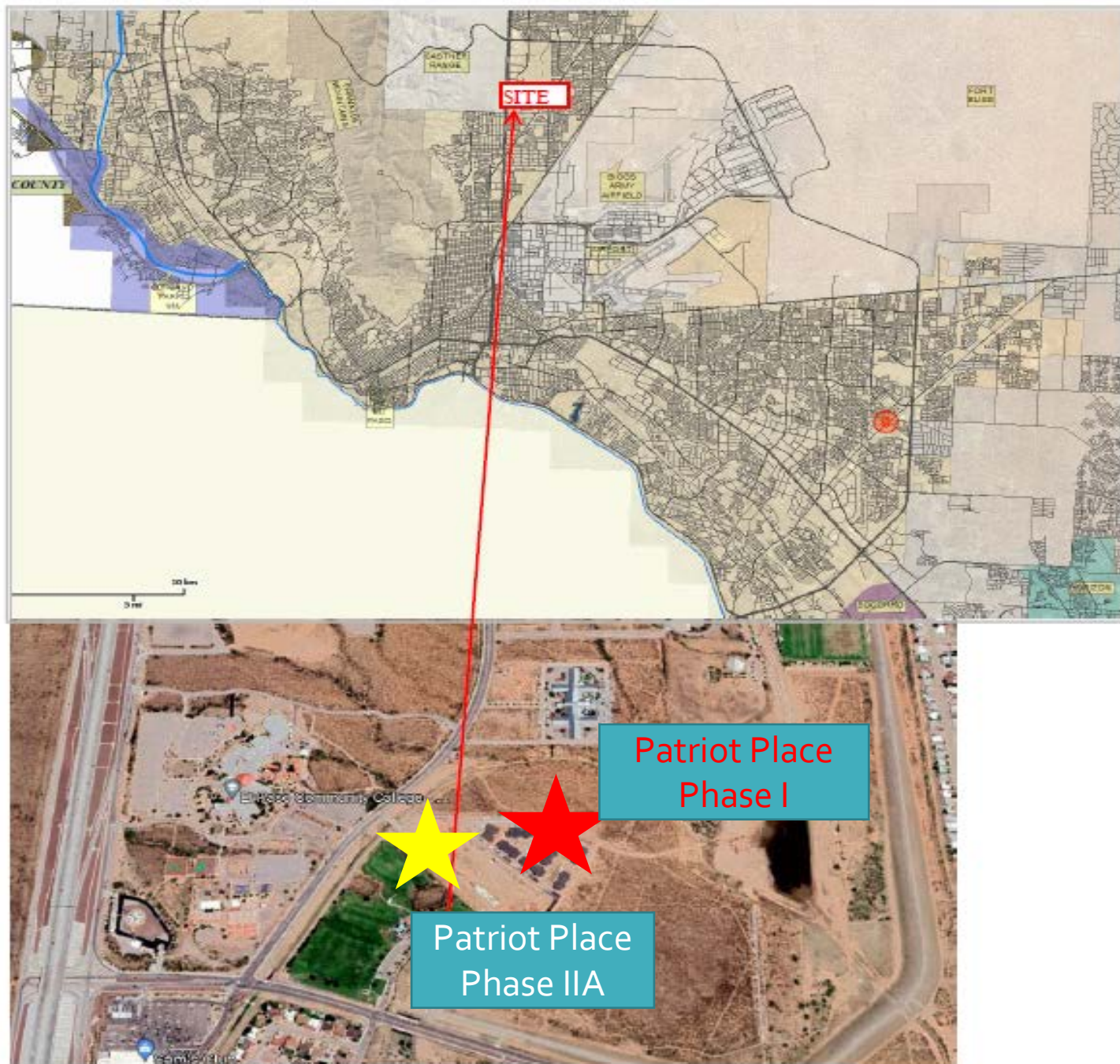


Figure 1: GENERAL LOCATION OF THE SITE



# Site Location

Residents are given an opportunity through gathering points/areas for inclusiveness and afforded an opportunity to access public services because the development is with-in steps to public transportation and is also conveniently located near various community assets. Schools, medical facility, outdoor public recreation, religious institution, post office, convenience store, civic offices, and restaurants to name a few.

Patriot Place IIA will include barrier free access by residents to the immediate neighborhood and commercial/public services. The community will feature gathering points/areas to bring together the residents with neighborhood residents. And the resident's quality of life amenities/walkability is excellent with its location.

## Site Location

The site is bound by a park vacant residential zoned land along the south boundary, residential along the eastern boundary, and Kenworthy Avenue along the northern boundary



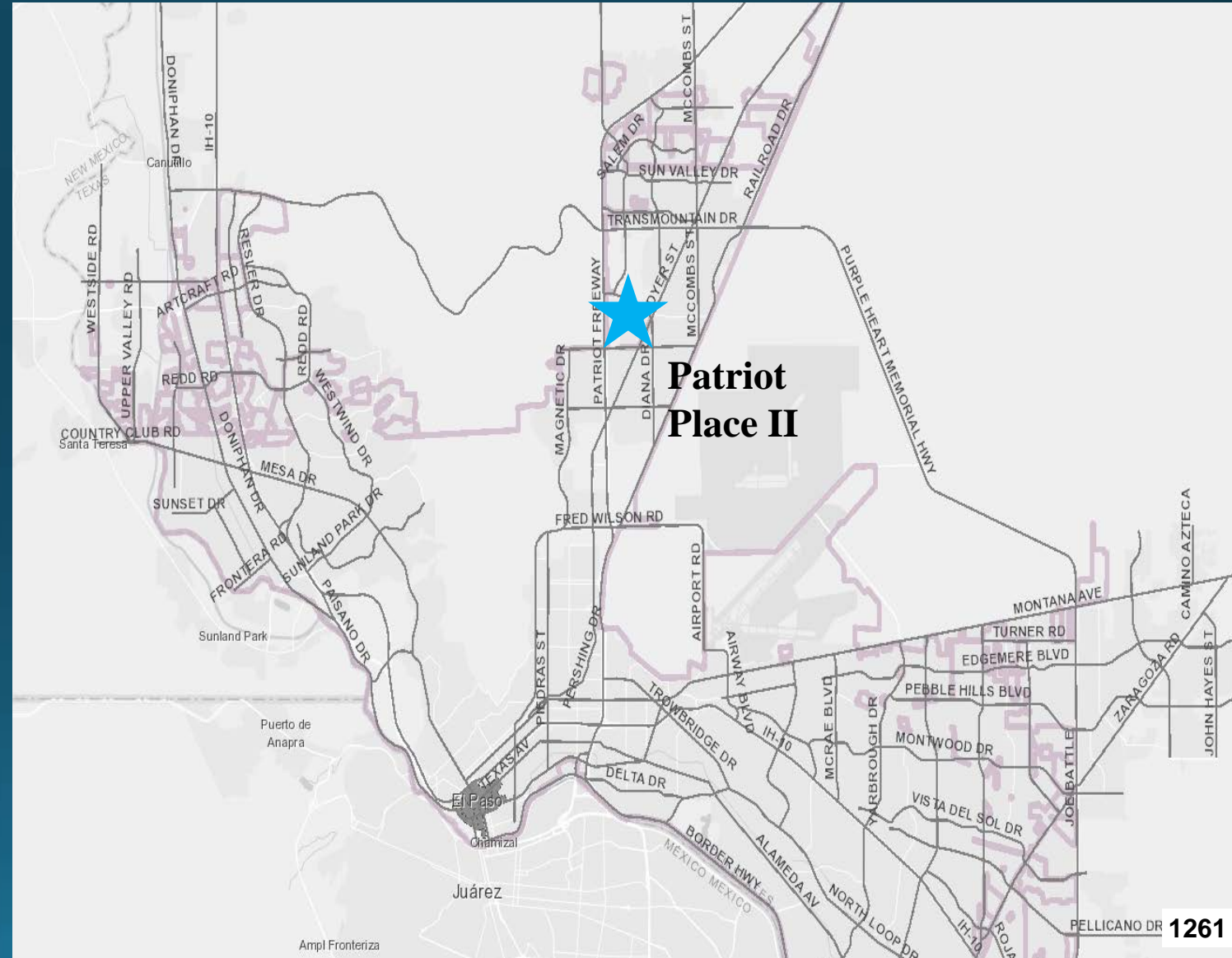
Figure 2: CLOSE-UP AERIAL OF THE SITE

The property to the east is a new apartment community that has been completed and is in operation. Both properties will share a common bridge from Kenworthy Drive to provide access to the site.

# Infill Map

Patriot Place IIA will be located in an area in which the development will be considered infill. This will grant greater educational opportunities to residents to access museums, cultural affairs, civic buildings, and educational experiences.

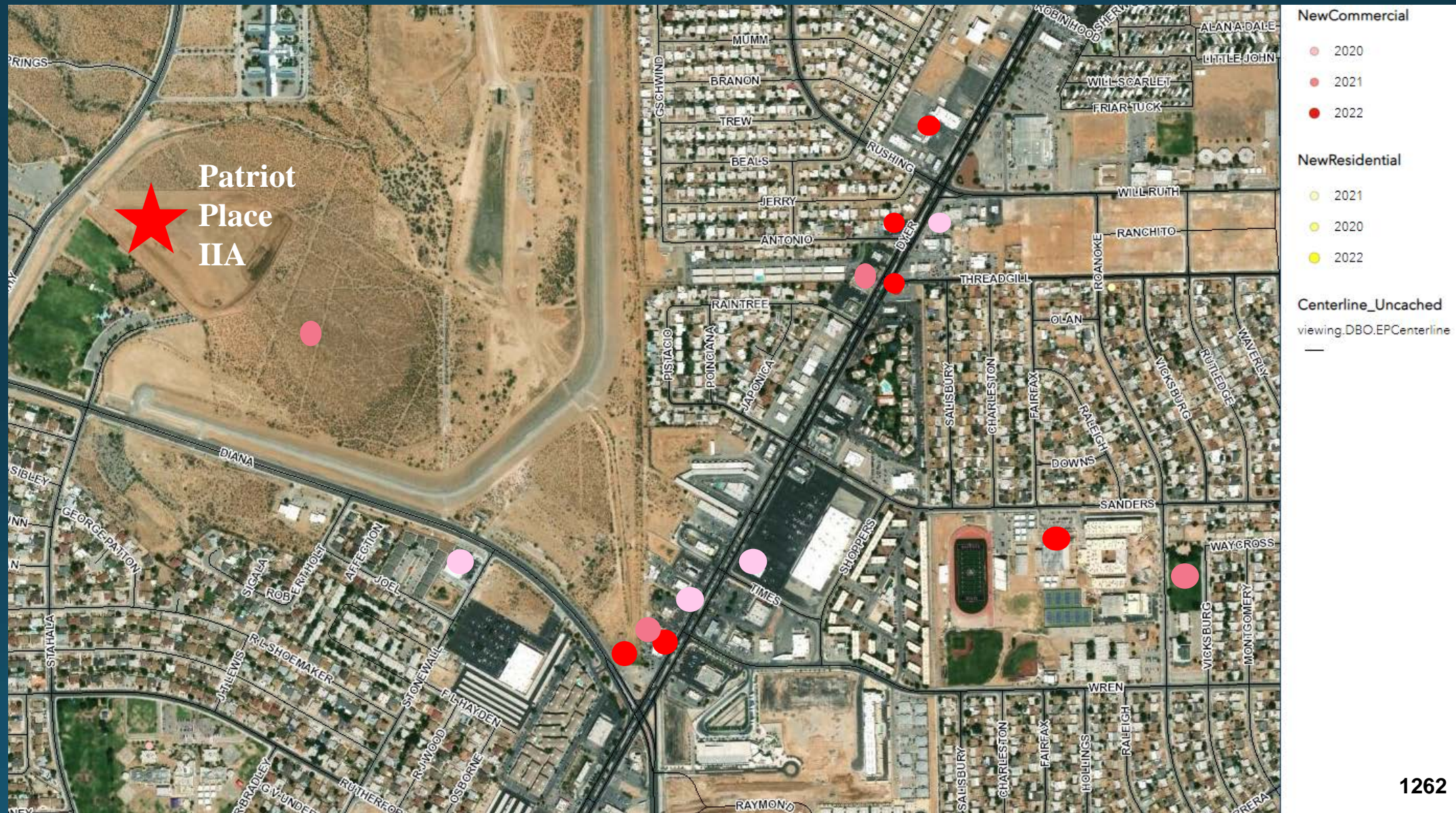
It also promotes infill developments, preserving existing neighborhoods. By utilizing available land, incorporation of neighborhoods is endorsed, deterring the need to move to the outskirts of town.





# New Construction Map

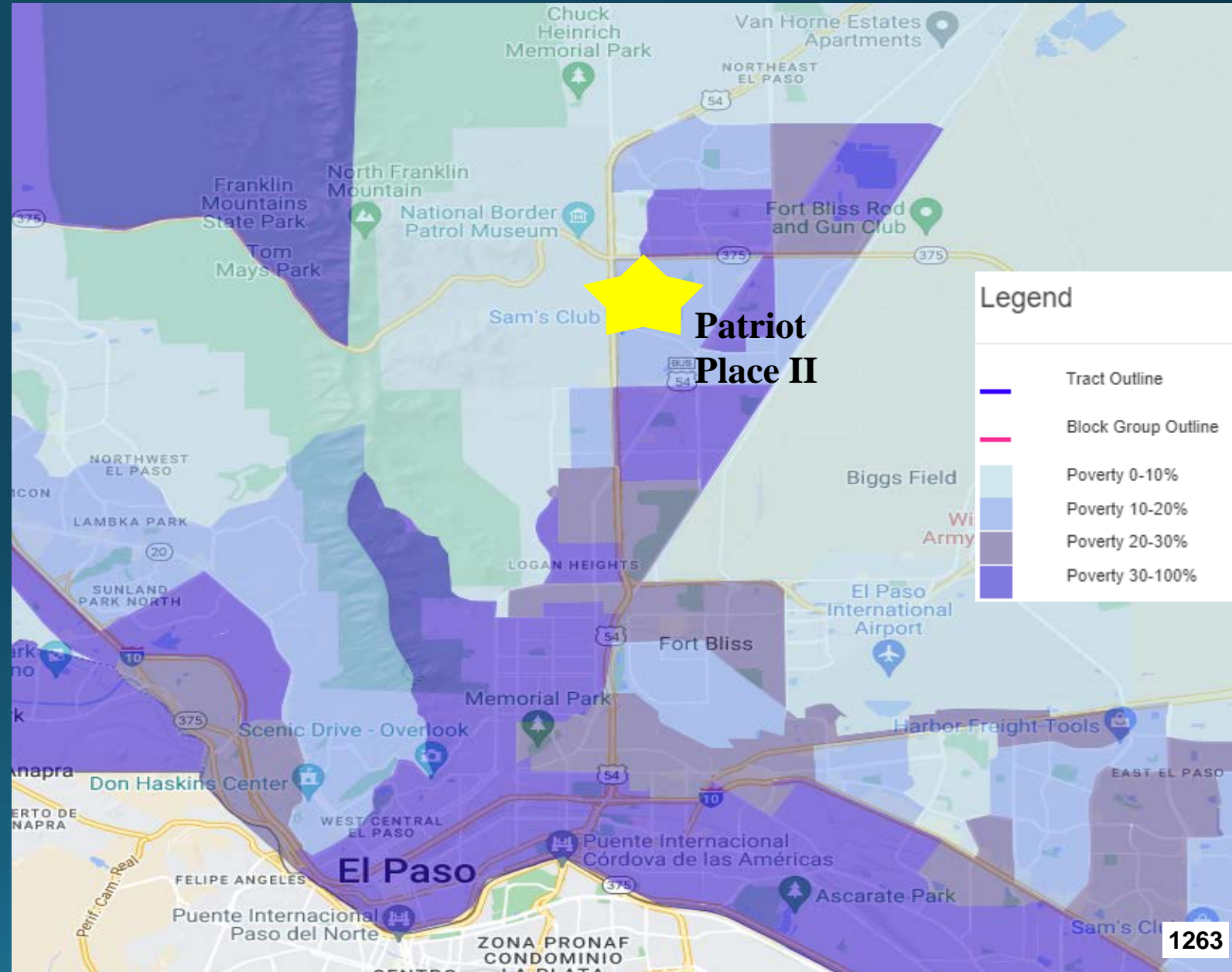
This map shows the new construction taking place surrounding Patriot Place Phase IIA. Construction is taking place near the subject site on Patriot Place Phase I.





# Poverty

Patriot Place Phase IIA is highlighted in the yellow star on this map from the HUD Choice Neighborhoods Mapping Tool. As you can see in the legend, the area surrounding Patriot Place IIA has a poverty rate of between 10-20%



# Census Tract vs. City Age

Age

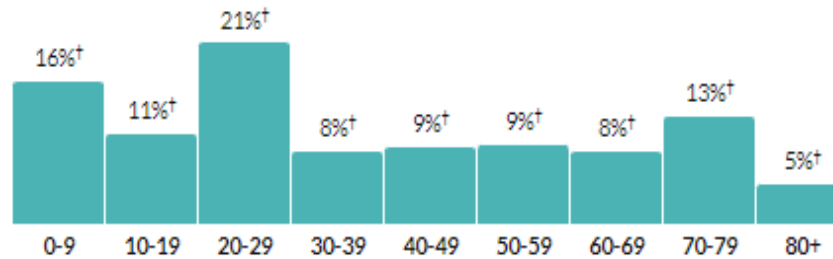
**32.4**

Median age

a little less than the figure in El Paso:  
33.5

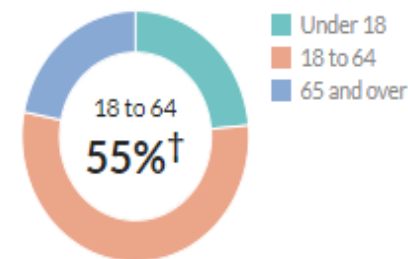
about the same as the figure in El  
Paso County: 32.6

Population by age range



[Show data](#) / [Embed](#)

Population by age category



[Show data](#) / [Embed](#)

## Census Tract

## The City

Age

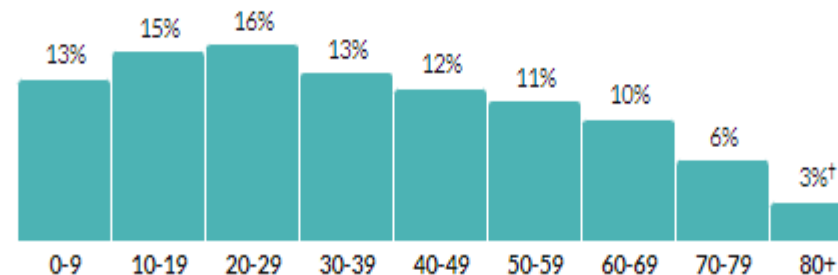
**34.3**

Median age

a little higher than the figure in the El  
Paso, TX Metro Area: 33.1

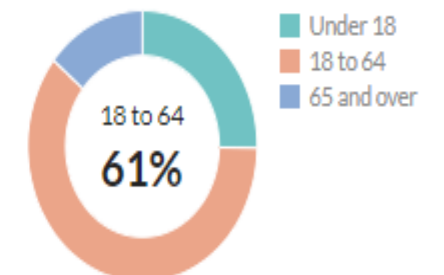
a little less than the figure in Texas:  
35.5

Population by age range



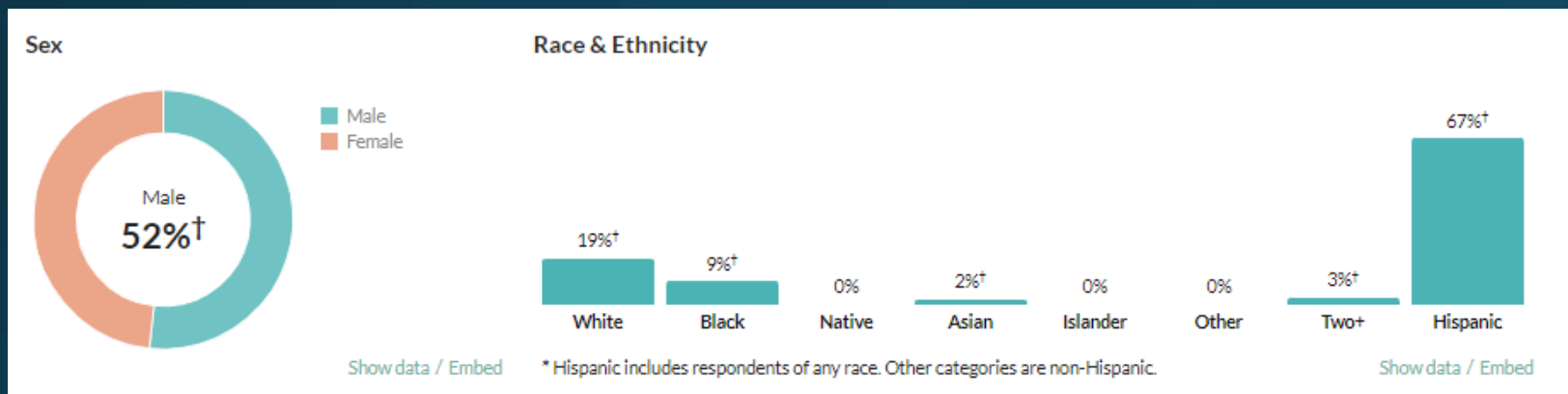
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Population by age category



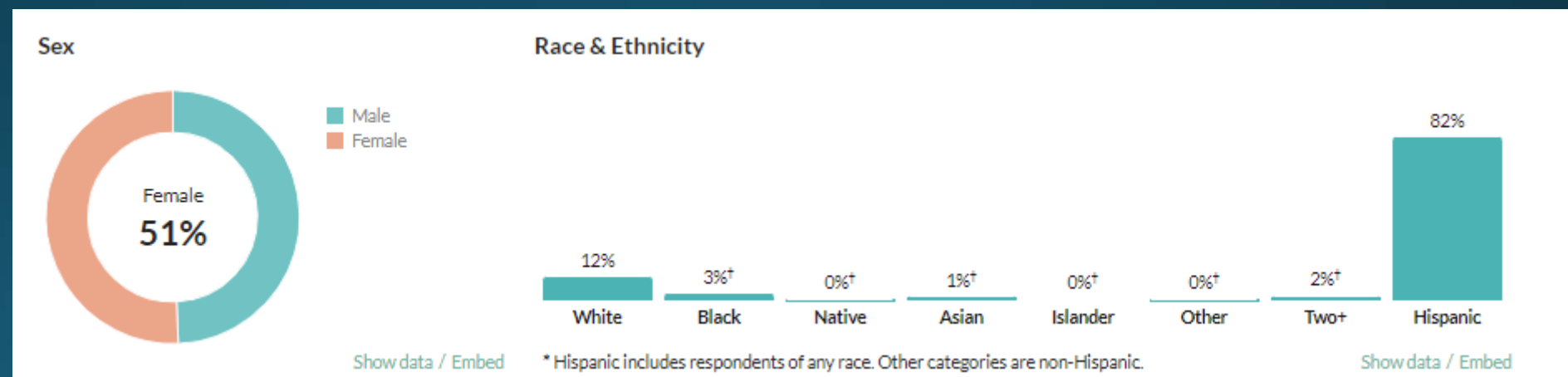
[Show data](#) / [Embed](#)

# Census Tract vs. City Race



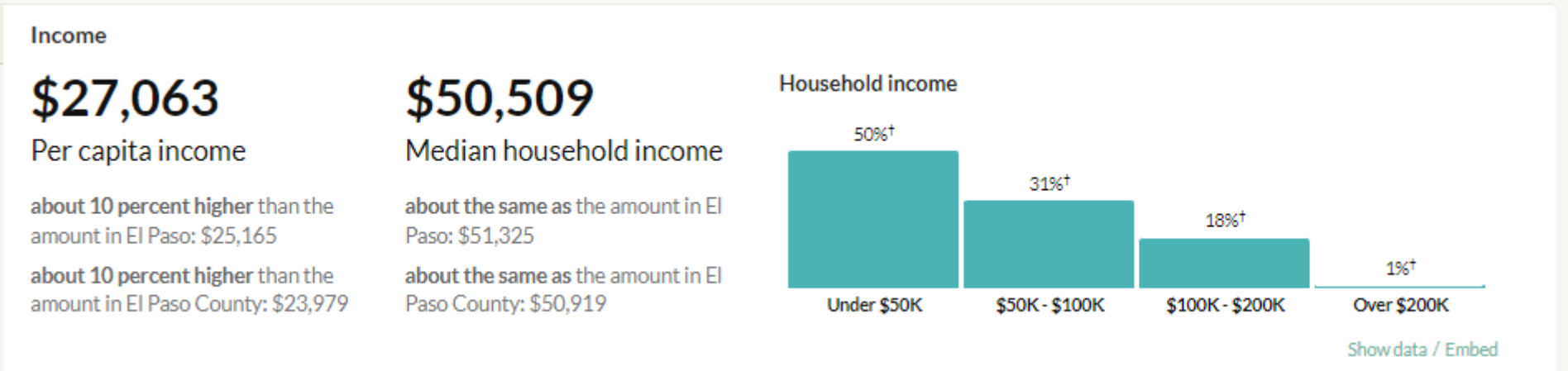
Census  
Tract

The  
City



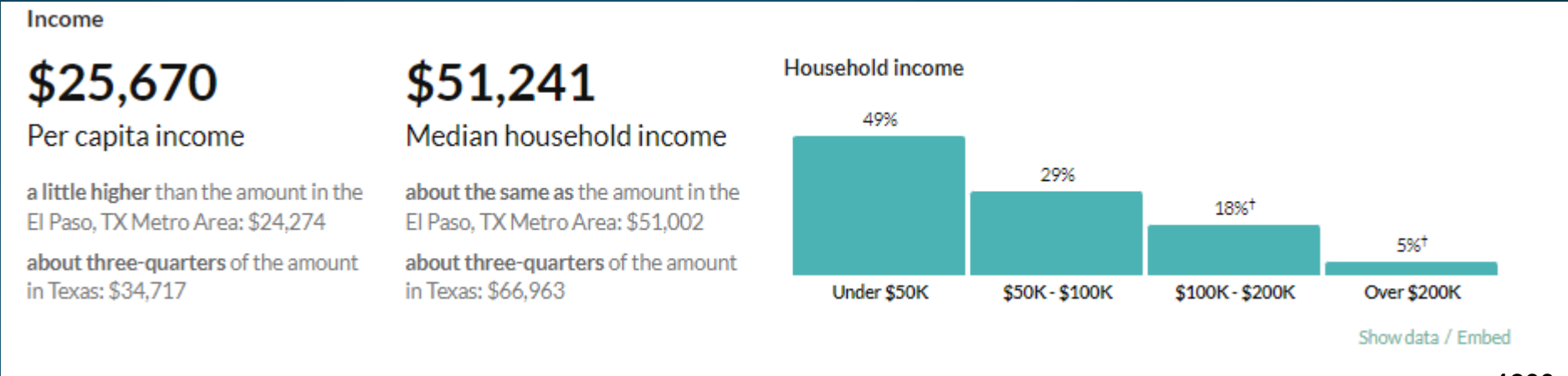


# Census Tract vs. City Household Income



Census  
Tract

The  
City



# Affordability

- According to the 2019 El Paso Regional Housing Plan, the City has a shortage of 3,300 rental units for households earning less than \$30,000 annually.
- Patriot Place IIA will help HOME meet the needs of the current and future residents whose incomes fall between thirty percent (30%) and sixty percent (60%) AMI, with the aim to support and increase opportunities for very low to low-income residents.
- HOME has a waiting list of over 4,000 families, further illustrating the need for affordable housing faced by low-income residents in the City.

# Social Services

- HOME has an extensive network of nonprofit and healthcare partners who provide residents with supportive/social services both on and off site.
- Healthcare partners help HOME facilitate monthly health screenings, annual health fairs, annual flu shots, COVID-19 vaccines and other highly tailored programming to support the physical and mental well-being of all residents, including youth. HOME's healthcare partners include:
  - Superior Health Plans
  - Texas Tech University Health Sciences Center
  - Texas A&M Agrilife
- HOME also provides a variety of supportive service programs throughout the year. These include bi-monthly social events, bi-monthly arts and crafts, and more. HOME enlists additional community partners such as:
  - El Pasoan's Fighting Hunger
  - Project VIDA
  - Abundant Living Faith Center
  - HOME's Transportation Department (to help with monthly food distribution, after-school youth programs and more).



# HOME Local Presence

- As a “High Performing” and award-winning Public Housing Authority (PHA) that assists more than 40,000 El Pasoans, HOME has become the 14<sup>th</sup> largest PHA in the United States and the largest in the State of Texas.
- HOME’s local presence and long-term accountability cannot be overstated at nearly 84 years of continuous services. HOME has a staff of 800 people and has 48 properties.
- 40,000 El Pasoans have been served by HOME and that number will continue to grow with the building of Patriot Place IIA. The strong partnership between HOME and the City of El Paso helps build the housing market at a substantial scale.
- HOME has completed 5,167 units through the Rental Assistance Demonstration (RAD) program to date and has a portfolio of 6,102 RAD units, 5,600 Housing Choice Vouchers, and 1,300 Tax Credit and Non-Subsidized units.



# Smart Growth

- Patriot Place IIA meets the city's smart growth initiative as set out in the *Plan El Paso* and establishes sound business practices to ensure the Mission, Vision and Values of the City of El Paso are preserved.
- Patriot Place IIA is planned in a central location and will develop an existing vacant and underutilized property. The development will infuse residents to a key area which will bolster the population density. The strategic location provides a housing option which has activities within walking distance, proximity to neighborhood services, and public transportation to alleviate the dependency on cars.
- Patriot Place IIA will bring additional stability to its neighborhood not only by building additional affordable housing with ADA and VHI units, but through different resident programs such as a Resident Council and an After-School Learning Center that will be operated on site to supplement formal education, and assist with daily homeowner and school assignments.

# Amenities

- In addition to the 40 affordable housing units, the development will include an After-School Learning Center and community center and outdoor space which includes a playground and seating.
- Patriot Place IIA will also have a path which provides a direct link to Sue Young Park.
- The development of Phase IIA will complete the development of approximately 10-vacant acres and will set a leading example for a more community-oriented neighborhood that is currently in need of increased affordable housing options.
- Future residents of Patriot Place IIA will greatly benefit from the site's excellent public transit access and proximity to an array of parks, services, and educational opportunities. A wide range of nearby social services, educational institutions, and commercial development will provide significant opportunity for future residents.

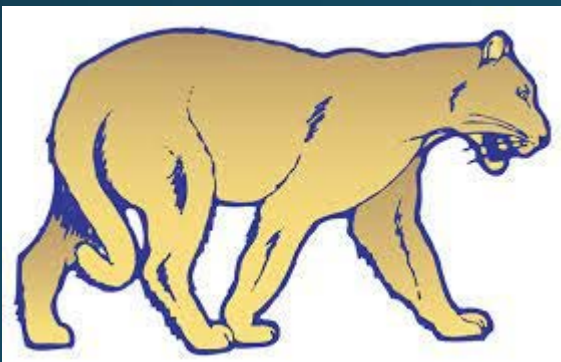


# Retail





# Schools and Medical Facilities





# Transportation

Patriot Place IIA has ample access to transportation. The Sun Metro public transportation in El Paso has five stops near the Subject. This bus line operates 166 fixed routes that serve more than 15 million passengers a year. For residents with cars, there is nearby highway access to several of the main highways in El Paso.

The standard fare for Sun Metro is \$1.50, with a discounted fare of \$1.00 for children ages 6-8 (children 5 and under ride free), students and military personnel. Seniors 65 and older and disabled riders receive a discounted rate and pay \$0.50 per ride.





# Recreation



1275



Skyline Youth  
Optimist Park

Patriot  
Place IIA

Sue Young  
Park

Todd Ware  
Park

# Scoring

Scoring	
High Quality Housing	17 points
Serve and Support Texans Most in Need	51 points
Community Support and Engagement	11 points
Efficient Use of Limited Resources and Applicant Account Ability	53 points
<b>Total Pre-Application Score</b>	<b>132 points</b>
Unscored Items from the Full Application	33 points
<b>Total Full Application Score</b>	<b>165 points</b>



# Community + Human Development

2023 Low Income Housing Tax Credits

*30x30 Strategic Objective: Support affordable, high-quality housing options especially for vulnerable populations*

# community + human development

Advance Equity

Reduce Poverty

Build Sustainability



## Civic Empowerment

- Equity + Access
- Climate Action
- Volunteerism + Engagement

## Human Services

- Homelessness
- Health + Wellbeing
- Recreation + Lifestyle

## Neighborhood Development

- Housing
- Community Revitalization
- Quality of Life

**Our responsibility is to serve** as the catalyst for community partnerships, collaboration + change ensuring **equity, resilience + sustainability** for the most vulnerable El Pasoans by giving voice to the underrepresented, supporting a strong system of human services & investing in El Paso homes, families + neighborhoods.



# What Are 9% LIHTCs?

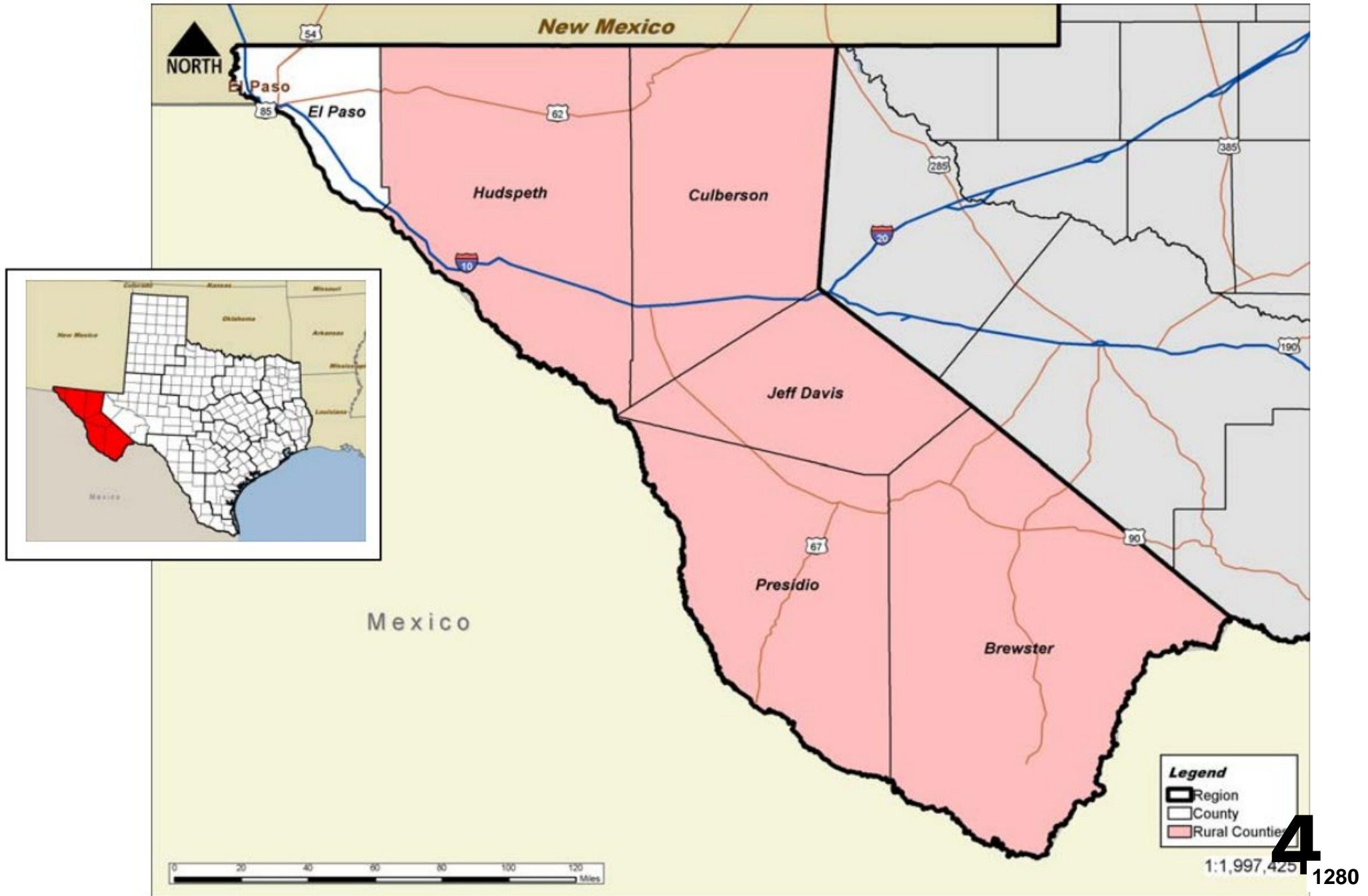
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## 9% Tax Credits

- Subsidize 70% of the low-income unit costs in a project
- El Paso is in TDHCA Region 13, which typically receives approximately \$2.5 Million in 9% tax credits annually.
- Competitive State process. Typically only 2-3 projects will be awarded by TDHCA in Region 13.



# TDHCA Region 13



# What is City's role in the process?

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## Local Government Support

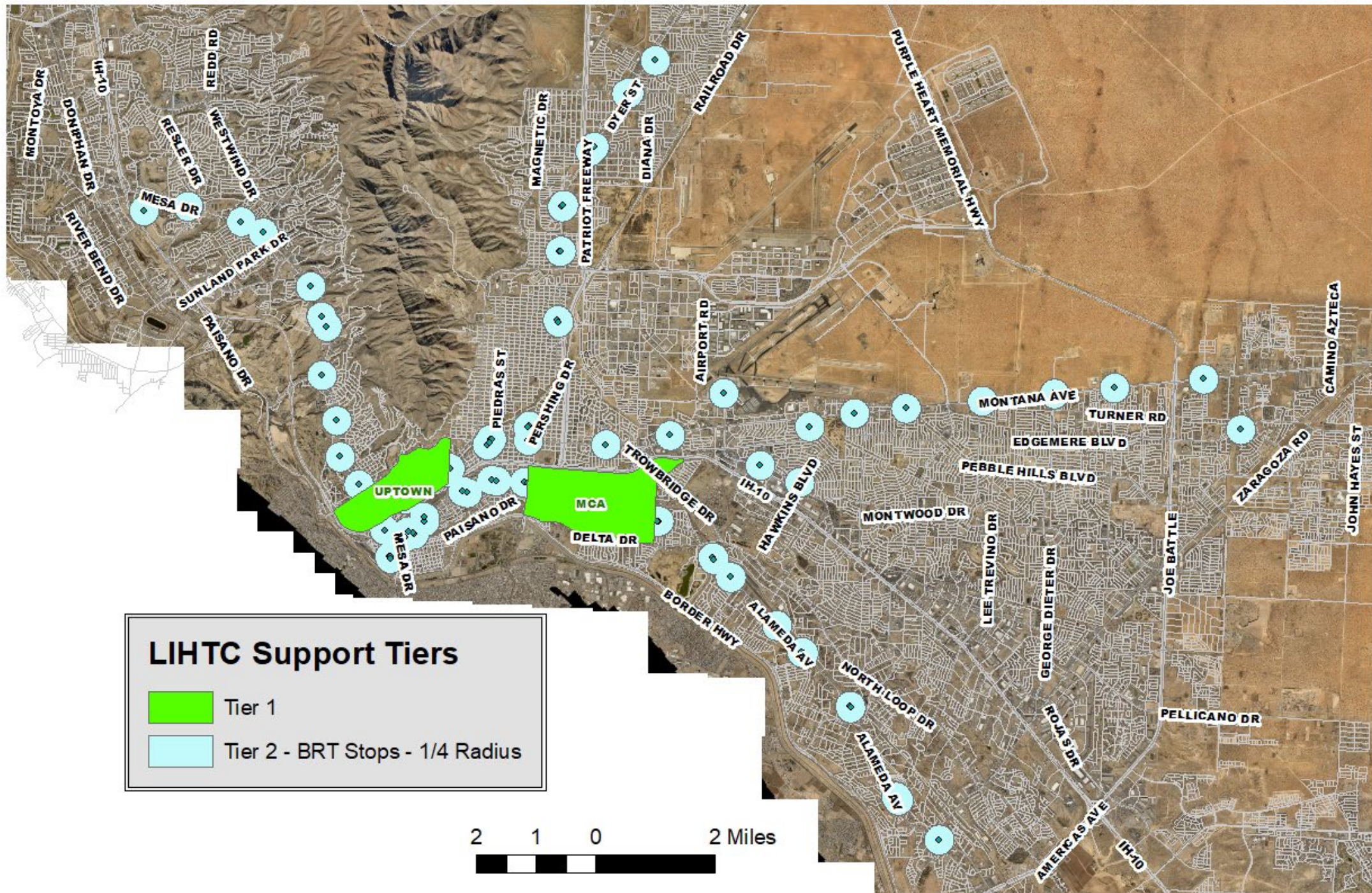
- **17 points** for a City Council adopted **resolution of support**
- **14 points** for a **resolution of no objection**
- **1 point** Commitment of Development Funding. Minimum \$500 commitment (can be waived development/permit fees)

# 2-Tier Priority Locations

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- **Tier 1** developments are within **strategic investment areas**. The overriding intent of prioritizing these areas is to get out in front of potential gentrification and maintain affordable housing options.
- **Tier 2** developments are **within ¼ mile of BRT stops**.











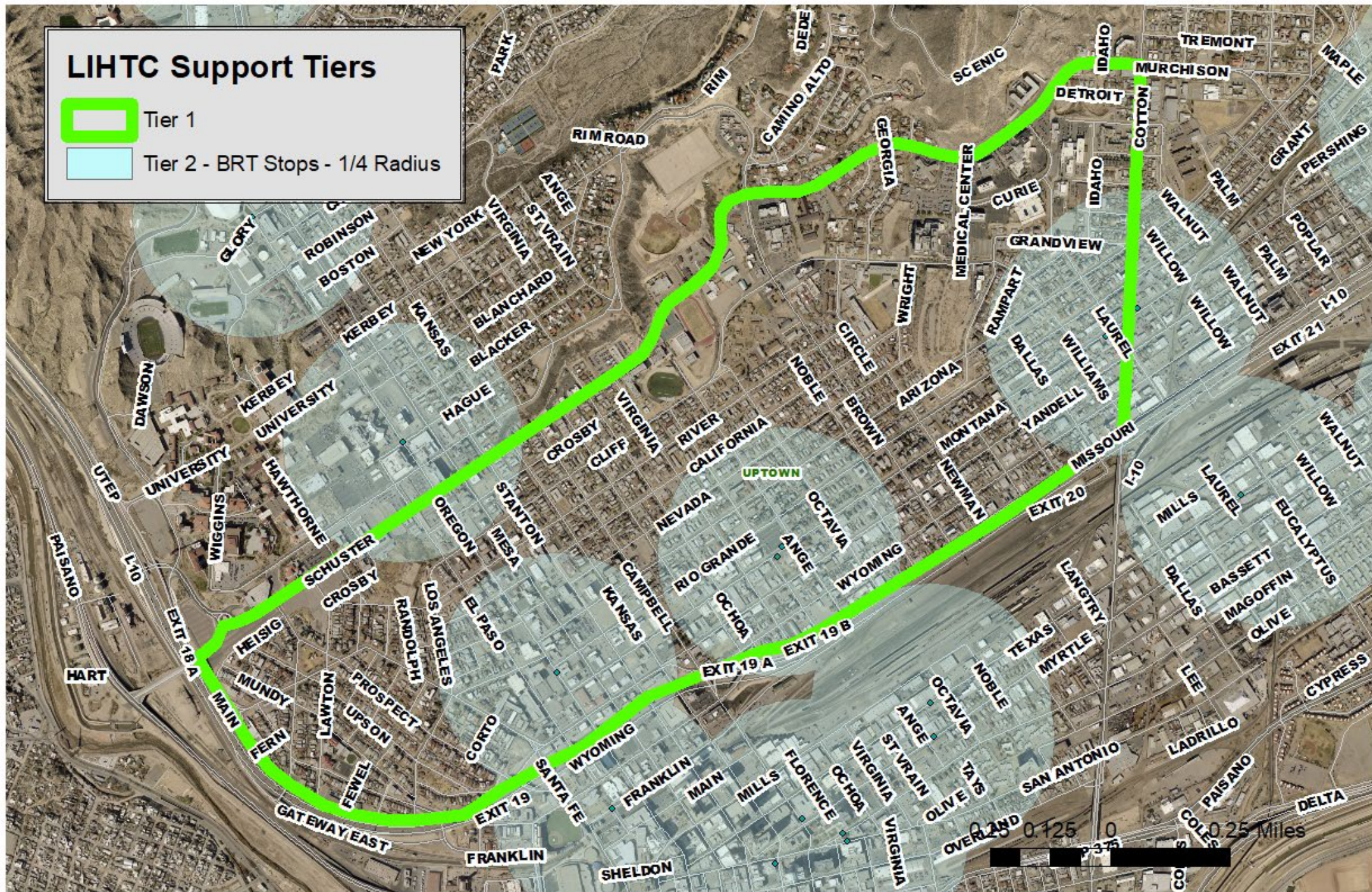
## LIHTC Support Tiers

 Tier 1

 Tier 2 - BRT Stops - 1/4 Radius

Tier 1

### Tier 2 - BRT Stops - 1/4 Radius





# Evaluation Criteria

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- 40 points – Value #1 – Maximize affordable units in El Paso
- 15 points – Value #2 – Provide for supportive services
- 10 points – Value #3 – Inclusiveness with surrounding neighborhood
- 15 points – Value #4 – Experience in El Paso affordable housing
- 20 points – Value #5 – Meets City smart growth initiative

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# Patriot Place II – El Paso HOME

- 40 new units at 50% AMI
- Patriot Place I completed in Fall 2022 (110 units)
- Adjacent to Sue Young Park and EPCC
- Area is experiencing significant public investment (Cohen) and private commercial investment (jobs)
- Supportive services for residents include:
  - Health courses (diabetes prevention, navigating medical benefits, etc.)
  - Workforce development and homeownership preparation
  - Family Self-Sufficiency program



# Patriot Place I







## Mission

Deliver exceptional services to support a high quality of life and place for our community

## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **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