

Oscar Leeser
Mayor

Cary Westin
Interim 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

August 29, 2023
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 117-475-857#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on August 29, 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 Conference ID: 117-475-857#

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://app.smartsheet.com/b/form/dc001f113c14440db558b9da4e973ce2>

To speak on Agenda Items:

<https://app.smartsheet.com/b/form/cc20aad8258146ab8f63761079bd1091>

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

Representative Isabel Salcido

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN JOE MARATTA

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

National Preparedness Month

Suicide Prevention Awareness Month

Chico's Tacos Day

Library Card Sign-up Month in El Paso

El Paso International Airport's 95th Anniversary

RECOGNITIONS BY MAYOR

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 August 15, 2023, the Agenda Review of August 14, 2023, and the Special Meeting of July 11, 2023.

[23-1161](#)

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

[23-127](#)

CONSENT AGENDA - RESOLUTIONS:

Goal 3: Promote the Visual Image of El Paso

3. A Resolution that the City Manager be authorized to sign and accept on behalf of the City Public Right-of-Way Dedication Deed from EL PASO INTERNATIONAL AIRPORT, dedicating to the CITY OF EL PASO, TEXAS for the use as public right-of-way 0.0483 acres of land legally described as a portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, City Of El Paso, El Paso County, Texas, and being more fully described by metes and bounds and surveys in Exhibits "A" and "B" of the Dedication Deed attached to the Resolution and made a part hereof for all purposes.

[23-1056](#)

Subject Property: 6631 Montana Ave.
Applicant: Brock & Bustillos Inc., SURW23-00008

District 3

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Juan Naranjo, (915) 212-1604

4. A Resolution that the City Manager be authorized to sign and accept on behalf of the City Public Right-of-Way Dedication Deed from RIVER OAKS PROPERTIES, LTD., dedicating to the CITY OF EL PASO, TEXAS for the use as public right-of-way 0.11 acres of land legally described as a portion of Tract 5C8, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas, and being more fully described by metes and bounds and surveys in Exhibits "A" and "B" of the Dedication Deed attached to the Resolution and made a part hereof for all purposes.

[23-1060](#)

Subject Property: Sioux Drive
Applicant: River Oaks Properties, LTD., SURW23-00007

District 3

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jorge Olmos, (915) 212-1607

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

5. A Resolution that the closure of right-of-way within the City of El Paso for the Mike G's Downtown Birthday Block Party from 12:00 p.m. to 1:00 a.m. on Sunday, September 3, 2023, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and

[23-1160](#)

through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for a portion of Texas Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV23-00068)

District 8

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

6. That the Mayor is hereby authorized to sign the Fourth Amendment to the Interlocal Agreement between the City of El Paso (the "City") and the Ysleta Independent School District (the "District"), signed August 28, 2012, which set out to enhance the quantity and quality of recreational and athletic facility uses available to the residents of the City, at no cost to the City through the shared use of public indoor and outdoor athletic and recreational facilities, owned by each entity. This fourth amendment would extend the Agreement by three (3) months to allow additional time to enter into a new agreement. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carry out the agreement.

[23-1176](#)

All Districts

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

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

7. Approve a Resolution to accept the annual review of the Service and Assessment Plan for the El Paso Public Improvement District No. 2 (Eastside Sports Complex), approved on October 17, 2017.

[23-1148](#)

District 5

Office of the Comptroller, Margarita Marin, (915) 212-1174

CONSENT AGENDA - SPECIAL APPOINTMENTS:

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

8. Ratify the re-appointment of William Veliz to the Fire and Police Pension Fund Board of Trustees by Interim City Manager Cary Westin.

[23-1171](#)

City Manager's Office, Cary Westin, (915) 212-0023

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

9. 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

[23-1152](#)

\$2,500.00. (See Attachment A).

All Districts

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

10. Update and discussion on item from June 20, 2023 City Council Meeting Agenda to direct the City Manager and City Attorney to develop a plan to uplift the LGBTQIA+ voices and community by creating a plan to include 4 recommendations to ensure a safe community for everyone, and with particular emphasis on recommendations 3 and 4 in relation to state legislation going into effect on September 1, 2023.

[23-1191](#)

All Districts

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

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

11. Update and discussion on the status of the final motion of Item 24 from the March 14, 2023 City Council Meeting Agenda to direct staff to schedule briefings with individual members of the City Council regarding the scope of solicitation for an executive search firm to conduct a national search for the hiring of a permanent City Manager.

[23-1193](#)

All Districts

Members of the City Council, Representative Cassandra Hernandez, (915) 212-003

12. Discussion and action to direct the City Manager to bring the recommendation of the firm to conduct the search for the permanent City Manager position to City Council for approval.

[23-1194](#)

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

13. Discussion and action to approve a Resolution titled "Grandparents Day Resolution", that honors all grandparents for their contributions and selfless efforts they provide to their families and our society as a whole.

[23-1190](#)

All Districts

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

14. Discussion and action to recognize September as Hunger Action Month in order to bring attention to food insecurity in our communities.

[23-1192](#)

All Districts

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

15. Presentation and discussion on the Neighborhood Traffic Management Program (NTMP) FY2020-2023 update.

[23-1142](#)

All Districts

Streets and Maintenance, Olivia Montalvo-Patrick, (915) 212-0118

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: 117-475-857#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://app.smartsheet.com/b/form/dc001f113c14440db558b9da4e973ce2>

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

16. An Ordinance vacating a Ten-Foot and a Five-Foot Public Utility Easement (0.0238 Acres of Land) located within Lot 9, Block 38, West Hills Unit 12, City of El Paso, El Paso County, Texas.

[23-1057](#)

Subject Property: 904 Fireside Ln.
Applicant: Rosario Olivera, SUET23-00001

District 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alex Alejandre, (915) 212-1642

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 12, 2023

17. An Ordinance amending Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management) to delete the construction and demolition manifest requirement in section 9.04.280 (Manifest Requirement) and to delete references to the said manifest in sections 9.04.020 (Definitions), 9.04.460 (Hauler Records) and 9.04.480 (Suspension, Revocation of a Hauler Permit; Appeals); the penalty being as provided in Section 9.04.630 of the El Paso City Code. [23-1109](#)

All Districts

Environmental Services Department, Nicholas Ybarra, (915) 212-6000

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 12, 2023

18. An Ordinance granting El Paso Bench Ads, LLC a non-exclusive franchise for waste containers on sidewalks and other City property. [23-1110](#)

All Districts

Environmental Services Department, Nicholas Ybarra, (915) 212-6000

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 12, 2023

19. An Ordinance vacating a portion of City right-of-way over a portion of Mobile Street, Map of Westlyn Heights Addition, City of El Paso, El Paso County, Texas. [23-1140](#)

Subject Property: Mobile Street
Applicant: El Paso Electric Company, SURW23-00004

District 2

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jorge Olmos, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 12, 2023

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

20. The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life. [23-1147](#)

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing

& Strategic Sourcing Department be authorized to issue Purchase Order(s) to Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain, the sole and authorized distributor for the 2023-0411 Caterpillar Proprietary Parts and Service, for a term of three (3) years for an estimated amount of \$4,500,000.00, with a stipulation that Wagner Equipment Co. provides an updated sole source letter and affidavit each year. This contract will allow for the purchase of all parts and service that is necessary for the maintenance and/or repairs of Caterpillar equipment owned by the City. The equipment is primarily used at the landfill by Environmental Services and is serviced by the Streets and Maintenance Department through the Fleet Maintenance Division.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$3,450,000.00 for the three (3) year term, which represents a 328.57% increase due to increased parts and services prices and number of repairs needed.

Department:	Streets and Maintenance
Award To:	Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain El Paso, TX
Initial Term:	3 Years
Annual Estimated Amount:	\$1,500,000.00
Total Estimated Amount:	\$4,500,000.00
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 Sole Source contract in accordance with Texas Local Government Code 252.022(a)(7)(a).

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain, the sole and authorized distributor for these services.

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

21. An Ordinance amending Title 19 (Subdivision and Development Plats) adding Article 8 (Conflict of Laws) Chapter 8.1 (Conflict of Laws) in order to specify that

23-1116

in the event of a conflict between Title 19 (Subdivision and Development Plats) and Chapter 212 of the Texas Local Government Code that Chapter 212 controls.

All Districts

Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

REGULAR AGENDA - OTHER BUSINESS:

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

- 22.** Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Workforce Solutions Borderplex, INC., a Texas non-profit organization, providing \$850,000.00 to Workforce Solutions Borderplex, INC., to administer ARPA Act funds to provide training to infrastructure workers to strengthen the workforce with the opportunity to up-skill and advance into higher paying skilled jobs; provide innovative workshops to small business leaders aimed at exploring and shaping unique leadership styles; and conduct surveys targeting Gen Z to create a diverse and inclusive work environment through organizational policies and practices. [23-1138](#)

All Districts

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

- 23.** Discussion and action that the City Manager, on behalf of the City, be authorized to sign upon the recommendation of the Director of Economic and International Development and the approval of the City Attorney's Office: (1) Written Agreement between the City and Medical Center of the Americas Foundation necessary to finalize the consolidated loan; (2) any contract amendment documents to effectuate the consolidation of the previously awarded loans into one loan and to secure and protect the City's lien interest, and (3) releases, and related documents, for all obligations under the previously filed loans; and (4) lien(s) against the properties located at the Cardwell Collaborative Building located at 5130 Gateway Blvd., El Paso, Texas 79905, securing the City's interests pursuant to the terms of the consolidated loan. [23-1157](#)

District 2

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

- 24.** Discussion and action that the City Manager be authorized to sign a Grant Agreement between the City of El Paso and Project ARRIBA Advanced Retraining and Redevelopment Initiative in Border Areas, Inc. ("Grantee"), a 501(c)3 tax exempt, non-profit Texas corporation for the purpose of providing training and case management services to eligible clients who require occupational skills necessary to access jobs in hard-to-fill demand occupations that pay a living wage with benefits and career path. [23-1158](#)

All Districts

Economic and International Development, Mirella Craigo, (915) 212-0094

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

- 25.** Discussion and action on the Resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2023 by Paseo Del Este Municipal Utility District No. 6 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso. [23-1108](#)

All Districts

City Manager's Office, Robert Cortinas, (915) 212-1067

- 26.** Presentation, discussion, and action on Short-Term Rental public outreach meetings to include the Greater El Paso Realtor Association, El Paso Chamber, and The El Paso Short-term Rental Alliance. [23-1144](#)

All Districts

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

- 27.** Discussion and action on Texas Gas Service GRIP Reimbursement - Show Cause Hearing; HQ#UTILITY-13. [23-1177](#)

All Districts

City Attorney's Office, Donald C. Davie, (915) 212-0033

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

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

Discussion and action on the following:

- EX1.** United States of America v. City of El Paso, Texas; United Road Towing Inc [23-1182](#)

d/b/a Ur Vehicle Management Solutions and Rod Robertson Enterprise, Inc;
3:23-CV-00044; (551.071)

City Attorney's Office, Evan Reed, (915) 212-0033

- EX2.** Application of El Paso Electric Company for Approval of the Green Energy Plus
Tariff; HQ#UTILITY-18; (551.071) [23-1183](#)

City Attorney's Office, Donald C. Davie, (915) 212-0033

- EX3.** Texas Comptroller Sales & Use Tax Audit; HQ#23-1283; (551.071) [23-1185](#)

City Attorney's Office, Donald C. Davie, (915) 212-0033

- EX4.** Purchase exchange, lease, or value of real property for location of El Paso
Police Dept. Headquarters; HQ #23-1100; (551.071) (551.072) [23-1186](#)

Capital Improvement Department, Yvette Hernandez, (915) 212-1845
City Attorney's Office, Roberta Brito, (915) 212-0033

- EX5.** Purchase, exchange, lease, or value of real property for location of El Paso
Police Dept. Central Region Command Center; HQ #23-895; (551.071)
(551.072) [23-1187](#)

Capital Improvement Department, Yvette Hernandez, (915) 212-1845
City Attorney's Office, Roberta Brito, (915) 212-0033

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter Services, you must email CityClerk@elpasotexas.gov at least 72 hours in advance of the meeting.

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

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1161, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of August 15, 2023, the Agenda Review of August 14, 2023, and the Special Meeting of July 11, 2023.

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM 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

AUGUST 15, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:02 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Joe Molinar, and Henry Rivera. Late arrival: Art Fierro at 9:03 a.m., Chris Canales at 9:05 a.m., and Cassandra Hernandez at 9:06 a.m. Isabel Salcido was absent.

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

David L. Carrasco Job Corps Graduation Day

Black Business Month

The Regular City Council meeting was **RECESSED** at 9:38 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 9:50 a.m.

NOTICE TO THE PUBLIC

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

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

NAYS: None

ABSENT: Representative Salcido

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 August 1, 2023, and the Special Meeting of July 31, 2023.

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

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

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

.....
CONSENT AGENDA – RESOLUTIONS:
.....

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RAY DON 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:

5405 Nastase Pl, more particularly described as Lot 7, Block 4, Carvel Acres Subdivision, City of El Paso, El Paso County, Texas, PID #C167-999-0040-1900

to be \$451.25, 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 December, 2018, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY ONE AND 25/100 DOLLARS (\$451.25) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BARRAZA RAMON 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:

4929 Pansy Ct, more particularly described as W 50 Ft Of Tr 22 (5000 Sq Ft), Cross Roads Subdivision, City of El Paso, El Paso County, Texas, PID #C961-999-0010-6700

to be \$707.50, 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 November, 2016, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED SEVEN AND 50/100 DOLLARS (\$707.50) 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, AKERS MARY & MARVIN 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:

3007 Monroe Ave, more particularly described as Lots 20 & 21 (6000 Sq Ft), Block 9, Summit Place Subdivision, City of El Paso, El Paso County, Texas, PID #S804-999-0090-3700

to be \$400.50, 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 February, 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 AND 50/100 DOLLARS (\$400.50) 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, ORTEGA ERICA, 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:

1933 Ratner Cir, more particularly described as Lot 32, Block 116, Vista Del Sol #35 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-1160-6300

to be \$570.87, 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 March, 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 FIVE HUNDRED SEVENTY AND 87/100 DOLLARS (\$570.87) 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, WALKER MURPHY K & MARIANNE, 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:

2125 Enero Dr, more particularly described as Lot 19, Block 50, Vista Del Sol #11 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-0500-3300

to be \$340.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of May, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY AND 00/100 DOLLARS (\$340.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BEJADO JOEL P & MELISSA 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:

7304 Sachet Cliff Dr, more particularly described as Lot 38 (4809.00 Sq Ft), Block 22, Mesquite Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #M395-999-0220-3800

to be \$318.00, 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 January, 2018, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$318.00) 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, BEJADO JOEL P & MELISSA 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:

7304 Sachet Cliff Dr, more particularly described as Lot 38 (4809.00 Sq Ft), Block 22, Mesquite Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #M395-999-0220-3800

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 2nd day of October, 2018, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED 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, BEJADO JOEL P & MELISSA 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:

7304 Sachet Cliff Dr, more particularly described as Lot 38 (4809.00 Sq Ft), Block 22, Mesquite Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #M395-999-0220-3800

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 3rd day of October, 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, GARCIA DOLORES B & CORRAL JESUS, 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:

1791 Alan Shepard Ln, more particularly described as Lot 19 (5831.69 Sq Ft), Block 2, East Gate #1 Subdivision, City of El Paso, El Paso County, Texas, PID #E049-999-0020-1900

to be \$473.00, 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 November, 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 SEVENTY THREE AND 00/100 DOLLARS (\$473.00) 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, CONTRERAS ALFREDO V & 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:

2321 Lake Victoria Dr, more particularly described as Lot 37, Block 6, Sandy Creek #1 Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #S127-999-0060-6400

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 7th 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 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, FIGUEROA LUCY, 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:

11829 Dick Mayers Dr, more particularly described as Lot 8 (4750.00 Sq Ft), Block 383, Vista Del Sol #65 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-3830-0800

to be \$198.75, 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 March, 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 ONE HUNDRED NINETY EIGHT AND 75/100 DOLLARS (\$198.75) 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.

4.

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

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, FRANKLIN ACQUISITIONS LLC, 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 secure 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 located on the property known as:

932 CHERRY HILL LN, EL PASO, TX 79912., more particularly described as 6 CORONADO COUNTRY CLUB ESTATES 35 & 0.079 AC OF LOT A & 36 EXC E PT (49.94 FT ON ST) (30987 SQ FT), City of El Paso, El Paso County, Texas, PID #C80199900603400

to be \$545.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12TH day of APRIL, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FIVE HUNDRED FOURTY FIVE AND 00/100 DOLLARS (\$545.00) 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 2.38 of the El Paso City Code, CHEVALIER JUANA C, 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 secure 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 located on the property known as:

512 RAYNOLDS ST, EL PASO, TX 79903-5117., more particularly described as 20 LORETTO PLACE Lot 116 (6000 SQ FT), City of El Paso, El Paso County, Texas, PID #L68199902002900

to be \$1,635.50, 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 19TH day of APRIL, 2023, 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 ONE THOUSAND SIX HUNDRED THIRTY FIVE AND 50/100 DOLLARS (\$1,635.50) 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 2.38 of the El Paso City Code, VILLANUEVA JOSE J & LUCINDA G, 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 secure 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 located on the property known as:

3117 E MISSOURI AVE EL PASO TX 79903-4103., more particularly described as 67 EAST EL PASO 21 & 22 (7000 SQ FT) Lot , City of El Paso, El Paso County, Texas, PID #E01499906706600

to be \$3,525.95, 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 4TH 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 FIVE HUNDRED TWENTY FIVE AND 95/100 DOLLARS (\$3,525.95) 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 2.38 of the El Paso City Code, SANCHEZ SOLEDAD (TR), 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 secure 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 located on the property known as:

3531 LA LUZ AVE., EL PASO, TX 79903-4315., more particularly described as 112 EAST EL PASO 15 & 16 & E 8 FT OF 14 (8120 SQ FT), City of El Paso, El Paso County, Texas, PID #E01499911205100

to be \$1,957.15, 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 21ST day of JANUARY, 2023, 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 ONE-THOUSAND NINE HUNDRED FIFTY SEVEN AND 15/100 DOLLARS (\$1,957.15) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, MOLINA JOSEFINA M, 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 secure 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 located on the property known as:

3624 RIVERA AVE., EL PASO, TX 79905., more particularly described as H EAST EL PASO 14 & 15 (7000 SQ FT), City of El Paso, El Paso County, Texas, PID #E014999000H1100

to be \$5,005.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20TH day of APRIL, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FIVE THOUSAND FIVE AND 00/100 DOLLARS (\$5,005.00) 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 2.38 of the El Paso City Code, SANCHEZ ROBERTO & JUANA C, 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 secure 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 located on the property known as:

4522 DURAZNO AVE., EL PASO, TX 79905., more particularly described as 20 LINCOLN PARK Lot 23, City of El Paso, El Paso County, Texas, PID #L31499902007100

to be \$4,520.50, 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 19TH day of APRIL, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FOUR THOUSAND FIVE HUNDRED TWENTY AND 50/100 DOLLARS (\$4,520.50) 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 2.38 of the El Paso City Code, VILLEGAS JOAQUIN, 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 secure 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 located on the property known as:

227 BARKER RD 5, EL PASO, TX 79915., more particularly described as 23 YSLETA 5-B (2.0971 AC) & 6-K (0.922 AC) (3.0191 AC), City of El Paso, El Paso County, Texas, PID #Y805999023A0502

to be \$8,240.25, 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 28TH day of APRIL, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount EIGHT THOUSAND TWO HUNDRED FOURTY AND 25/100 DOLLARS (\$8,240.25) 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 2.38 of the El Paso City Code, ONTIVEROS AUDREY T M, 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 secure 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 located on the property known as:

536 MAUER DR B, EL PASO, TX 79915., more particularly described as 3 LAFAYETTE PLACE N 1/2 OF E 30 FT OF Lot 6, City of El Paso, El Paso County, Texas, PID #L12599900300500

to be \$5,415.60, 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 12TH day of APRIL, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FIVE THOUSAND FOUR HUNDRED FIFTEEN AND 60/100 DOLLARS (\$5,415.60) 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 2.38 of the El Paso City Code, PINA FELIPE T & MACIAS BLANCA S P, 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 secure 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 located on the property known as:

12212 AMSTATER CIR., EL PASO, TX 79936-0275., more particularly described as 565 VISTA DEL SOL #145 Lot 2 (6331.82 SQ FT), City of El Paso, El Paso County, Texas, PID #V89399956500200

to be \$1,110.50, 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 1ST day of MAY, 2023, 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 ONE THOUSAND ONE HUNDRED TEN AND 50/100 DOLLARS (\$1,110.50) 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 2.38 of the El Paso City Code, LUCMOR LLC, 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 secure 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 located on the property known as:

219 W OVERLAND AVE., EL PASO, TX 79901., more particularly described as 25 MILLS 55 FT ON OVERLAND X 112 FT ON CHIHUAHUA SWC (6160 SQ FT) Lot , City of El Paso, El Paso County, Texas, PID #M47399902505600

to be \$15,644.10, 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 17TH day of SEPTEMBER, 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 FIFTEEN THOUSAND SIX HUNDRED FOURTY FOUR AND 10/100 DOLLARS (\$15,644.10) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, VASQUEZ, ROBERTO, 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 secure 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 located on the property known as:

208 WARD ST., EL PASO, TX 79901., more particularly described as 76-B MAGOFFIN Lot 7 (3537 SQ FT), City of El Paso, El Paso County, Texas, PID #M028999076B4300

to be \$236.57, 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 26TH day of MAY, 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 TWO HUNDRED THIRTY SIX AND 57/100 DOLLARS (\$236.57) 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 6: Set the Standard for Sound Governance and Fiscal Management

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

WHEREAS, pursuant to Section 2256.005 of the Texas Government Code, the City is required to review its Investment Policy on an annual basis; and

WHEREAS, the City has reviewed its Investment Policy and as a result of such review desires to restate and amend the City's Investment Policy.

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

That the City hereby adopts the restated and amended City of El Paso FY2024 Investment Policy, which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

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

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

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

That the City Manager is authorized to sign a First Amendment to an Agreement for Professional Services ("Agreement") by and between the **CITY OF EL PASO** and **AECOM TECHNICAL SERVICES, INC.**, for a Project known as "Architect and Engineering Services for Traffic Management Center Upgrades," to provide additional basic services at an additional total cost of \$300,388.76, thereby extending the contract amount from \$3,518,769.71 to \$3,819,158.47; and

That the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the First Amendment.

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

7. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Sharon S. Miles-Bonart to the Open Space Advisory Board by Representative Art Fierro, District 6.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

8. *Motion made, seconded, and unanimously carried to **RE-APPOINT** James Pleasant II to the Regional Renewable Energy Advisory Council, as a non-voting member, by Nicole Ferrini, Climate & Sustainability Officer.

9. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Rondriques A. Jackson to the Veterans Affairs Advisory Committee by Representative Alexsandra Annello, District 2.

CONSENT AGENDA – BOARD APPOINTMENTS:

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

10. *Motion made, seconded, and unanimously carried to **APPOINT** Arlene Carroll to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leeser.

11. *Motion made, seconded, and unanimously carried to **APPOINT** Deborah A. Zuloaga to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leeser.

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

12. *Motion made, seconded, and unanimously carried to **APPOINT** Marlene Gonzalez to the Museums and Cultural Affairs Advisory Board by Representative Henry Rivera, District 7.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

13. *Motion made, seconded, and unanimously carried to **APPOINT** Roberto Garza Jr. to the Veterans Affairs Advisory Committee by Representative Joe Molinar, District 4.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

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

1. Steven Behl, in the amount of \$3,000.00 made an overpayment on December 12, 2022 of 2022taxes.(Geo. #P327-999-0040-0800)
2. Corelogic, in the amount of \$3,665.73 made an overpayment on December 20, 2022 of 2022 taxes. (Geo. #V893-999-5100-1500)

CONSENT AGENDA – NOTICE FOR NOTATION:

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

15. *Motion made, seconded, and unanimously carried to **ACCEPT** the donation of popcorn from El Paso Disposal to go towards the District 3 Movies in the Park series.

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS

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

16. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions of five hundred dollars or greater by Representative Joe Molinar in the amount of \$1,000.00 from Dr. Richard Teschner.

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

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

17. **RESOLUTION**

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

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

That the City Attorney be authorized to negotiate and the City Manager be authorized to sign an appropriate contract and contract amendment to ensure that the funds are properly expended for the municipal purpose.

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

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

NAYS: None

ABSENT: Representative Salcido

18. **RESOLUTION**

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

That the City Council authorizes the expenditure of District 8 discretionary funds in an amount not to exceed THREE THOUSAND SEVEN HUNDRED TWENTY-SIX AND 86/100 DOLLARS (\$3,726.86) towards the costs of equipment rental, movie license fees, permits, staff time and other related items necessary for the support of the "Movies in the Park" event, a series of movie nights in parks located within District 8, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride; and

That the City Manager is authorized to accept donations for sponsorship of the event, to negotiate and sign contracts as approved by the City Attorney, and to appropriate and ensure that the funds are properly expended for the municipal purpose.

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

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

NAYS: None

ABSENT: Representative Salcido

REGULAR AGENDA –OPERATIONAL FOCUS UPDATES:

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

- 19.** Presentation and discussion on the 88th Regular and Special Sessions of the Texas State Legislature.

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

- Ms. Lindsey Adams, Legislative Affairs Manager
- Ms. Karla Nieman, City Attorney
- Ms. Danielle Escontrias, Assistant City Attorney
- Mr. Eric Gutierrez, Senior Assistant City Attorney
- Mr. Russell Abeln, Senior Assistant City Attorney
- Mr. Snapper Carr, Outside Legislative Attorney

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

Mr. Jose Barriga, citizen, commented.

NO ACTION was taken on this item.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Mr. Alejandro Ramirez
2. Ms. Elizabeth Crawford
3. Mr. Leonard Wells
4. Mr. Ron Comeau
5. Ms. Paula Powell
6. Ms. Marcia Margherio
7. Mr. Rick Bonart
8. Ms. Wally Cech
9. Mr. Jose Barriga

The Regular City Council meeting was **RECESSED** at 10:03 a.m. in order to convene the Special Mass Transit Department Board meeting.

The Regular City council meeting was **RECONVENED** at 10:24 a.m.

REGULAR AGENDA – FIRST READING OF ORDINANCES:

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried that the following Ordinance, 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, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representative Salcido

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

20. An Ordinance amending Title 19 (Subdivision and Development Plats) adding Article 8 (Conflict of Laws) Chapter 8.1 (Conflict of Laws) in order to specify that in the event of a conflict between Title 19 (Subdivision and Development Plats) and Chapter 212 of the Texas Local Government Code that Chapter 212 controls.
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PUBLIC HEARING WILL BE HELD ON AGUST 29, 2023

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REGULAR AGENDA – OTHER BUSINESS:

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Goal 6: Set the Standard for Sound Governance and Fiscal Management
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20. Presentation of a State Resolution celebrating the City of El Paso's 150th birthday by the El Paso State Delegation.

Senator Cesar Blanco presented the City of El Paso with the recognition.

NO ACTION was taken on this item.

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Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development
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21. **R E S O L U T I O N**

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and N.M. Edificios, LLC, a Texas Limited Liability Company ("Applicant") in support of a project located at 19+/- acre site located off Burgundy Dr, near the intersection of I-10 & Loop 375, El Paso, TX 79907. The project includes construction or renovation of a development located on the Applicant's real property to promote economic development in the City. The Agreement requires the Applicant to make a minimum investment of \$31,050,000.00, retain its existing 174 full time employees at or above the median wage for El Paso County, Texas for each year, and add an additional 30 full time employees at or above the median wage for El Paso County, Texas within the first five years of the Agreement. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$1,078,910.00 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

Mayor Leeser and Representatives Hernandez and Rivera commented.

Mr. Bill Allen, Economic and International Development Assistant Director, commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **TAKE THE ITEM** at 10:00 a.m.

2ND AND FINAL MOTION

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

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

NAYS: None

ABSENT: Representative Salcido

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

- 23.** Discussion and action to approve the El Paso County 911 District FY 2023 - 2024 Budget to be presented by Scott Calderwood, Director.

1ST MOTION

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

2ND AND FINAL MOTION

Motion made by Representative Hernandez, seconded by Representative Anello, and unanimously carried to **APPROVE** the El Paso County 911 District FY 2023 - 2024 Budget.

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

NAYS: None

ABSENT: Representative Salcido

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**REGULAR AGENDA – PUBLIC HEARING AND OTHER BUSINESS RELATED TO THE
FY2024 BUDGET AND FY 2024 TAX LEVY:**
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Goal 6: Set the Standard for Sound Governance and Fiscal Management
.....

- 24.** Presentation, discussion, and action on the Proposed FY 2023 - 2024 Budget.

The following City staff members commented:

- Mr. Robert Cortinas, Chief Financial Officer
- Mr. Cary Westin, Interim City Manager
- Mr. Sam Rodriguez, Chief Operations Officer
- Ms. Nicole Cote, Office of Management and Budget and Purchasing and Strategic Sourcing Managing Director

Mr. Rick Bonart, citizen, commented.

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The Regular City Council meeting was **RECESSED** at 10:30 a.m.

The Regular City Council meeting was **RECONVENED** at 10:30 a.m.
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Representatives Rivera and Canales commented.

Motion made by Representative Rivera, seconded by Representative Anello, and unanimously carried to **DELETE** the item.

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

NAYS: None
ABSENT: Representative Salcido

25.

**CITY OF EL PASO
FISCAL YEAR 2024 BUDGET RESOLUTION**

WHEREAS, on July 14, 2023, the City Manager of the City of El Paso filed the Fiscal Year 2024 (FY 2024) Proposed Bud) get of the City of El Paso with the City Clerk: and

WHEREAS, the Proposed Budget was made available for the inspection by any person and was posted on the City's website in accordance with Section 102.005 of the Texas Local Government Code; and

WHEREAS, on August 4, 2023, the City Clerk published notice in the El Paso Times and El Diario, newspapers of general circulation in the county in which the City of El Paso is located, of a public hearing regarding the City of El Paso FY 2024 Budget Resolution, in accordance with the Charter of the City of El Paso and Section 102.0065(a) of the Texas Local Government Code; and

WHEREAS, said public hearing was held on August 14, 2023, by the City Council (Council) regarding the City of El Paso's Proposed Budget at which all interested persons were given the right to be present and participate: and

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

1. That the Proposed Budget for the City of El Paso filed by the City Manager with the City Clerk on July 14, 2023, is hereby approved and adopted by the City Council as the Annual Budget for the FY 2024, which begins on September 1, 2023 and ends on August 31, 2024.
2. The City Manager or his/her designee is hereby authorized to appropriate the reserve amount as part of City Attorney's appropriation for external legal counsel, claims, and litigation expenses.
3. That the budget for confiscated funds shall be provided by the Chief of Police and submitted to the City Manager or his/her designee by January 31, 2024 with a financial report showing all appropriations for FY 2024 for all confiscated or condemned monies in a format approved by the City Manager or his/her designee.
4. That the City shall not enter into any agreement requiring the expenditure of monies if such agreement shall extend beyond the current Fiscal Year without the approval of the City Council or the City Manager. In such cases where the City Manager approves the expenditure, he/she is hereby authorized to obligate and/or encumber City funding to pay the City's expenses, which shall also constitute the approval of City Council for the expenditure of monies extending beyond the current Fiscal Year, as may be required by Texas law.
5. That Department Heads or their designees are hereby authorized to request budget transfers not to exceed \$50,000; provided that each transfer is within the same department. Budget transfers exceeding \$50,000 that are within the same department may be approved by the City Manager or his/her designee. A budget transfer for personal services appropriations, capital acquisition appropriations or impacting revenue accounts requires the approval of the City Manager or his/her designee.

6. That the City Manager or his/her designee is hereby authorized to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed \$100,000, to the extent permitted by law. Budget transfers between departments and/or non-enterprise department funds exceeding \$100,000 shall require City Council approval.
7. That a budget transfer must be approved prior to the occurrence of the expenditure, except for emergency expenditures when approved by the City Manager or his/her designee and ratified by the City Council.
8. That the City Manager or his/her designee is hereby authorized to allocate investment earnings on unspent bond proceeds to projects and purposes within the relevant bond authorization, provided that an allocation of more than \$500,000 to an individual project or purpose requires Council approval.
9. That the City Manager or his/her designee is hereby authorized to receive funds associated with Texas Department of Transportation (TXDOT) reimbursements to the City and appropriate the funds to TXDOT project matches awarded through the Metropolitan Planning Organization provided the projects are included in an existing Capital Improvement Program.
10. That the City Manager or his/her designee is hereby authorized to receive funds associated with El Paso Water Utilities (EPWU) reimbursements to the City and appropriate the funds to authorized street projects, park ponds or other designated city projects.
11. That any budget transfer submitted to City Council shall be accompanied by an explanation from the department and a recommendation from the City Manager or his/her designee. The department's explanation must be sufficiently clear and provide adequate detail for the members of City Council to determine the need for the transfer.
12. That the City Manager or his/her designee is hereby authorized to establish or amend budgets and staffing table changes for Interlocal Agreements, grants, and similar awards when the Interlocal Agreement or applications for such grants and awards have been previously approved by the City Council or the City Manager. All Interlocal Agreements or grant applications requiring City Council approval shall be prepared in accordance with established procedures. The agenda item shall clearly state (i) the funding source for Interlocal Agreements or (ii) the type and amount of the required City match and the funding source of the grant match. The City Manager or his/her designee is hereby authorized to make such budget transfers and staffing table changes as are needed to close completed Interlocal Agreements, grants, and capital projects.
13. That the City Manager or his/her designee is hereby authorized to accept and appropriate funds associated with donations made to the City in an amount not to exceed \$50,000.
14. That the City Manager or his/her designee is authorized to issue, without further City Council action, purchase orders against any contract offered through the Cooperative Purchasing Network, the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, the Texas Association of School Boards, Inc. (TASB, Inc.) Cooperative Purchasing Buy Board, the ESC-Region 19 Cooperative Purchasing Program, the Harris County Department of Education Cooperative Purchasing Program, Tarrant County Cooperative Purchasing Program, Texas Procurement and Supportive Services (TPASS), Texas Multiple Award Schedule (TMAS and TXSmartBuy), State of Texas Department of Information Resources (DIR), Technology Bidding and Purchasing Program (PEPPM), U.S. General Services Administration (GSA), National Intergovernmental Purchasing Alliance Company dba

OMNIA Partners, Public Sector and/or Communities Program Management, LLC d/b/a U.S. Communities (collectively, the "OMNIA Partners Parties") Region 8 Education Service Center, International Purchasing System Program ("TIPS"), Division of Purchases and Supply (DPS), a business unit of the Department of General Services for the Commonwealth of Virginia and any other cooperative purchasing program authorized by the City Council. The City Manager or his/her designee has the authority to sign any and all agreements related to purchases pursuant to this paragraph to effectuate the purchase.

15. That the City Manager or his/her designee is authorized to issue, without further City Council action, purchase orders against any cooperative contract through the electronic catalog maintained

/Equal Level. The purchase of vehicles, trucks and/or fire apparatus/pumpers shall be expressly prohibited from being sourced through the catalog.

16. That restricted fund(s) shall be expended only for those purposes for which each restricted fund was established.

17. That all monies in all funds, except for grant funds, budgeted for the City's contribution to the Employee's Health Benefit Program, Worker's Compensation, and Unemployment Funds be appropriately deposited into the respective fund by the City Chief Financial Officer or the City Manager's Designee before the closing of the Fiscal Year, and in accordance with procedures established by the City Manager or his/her designee.

18. That the City Manager or his/her designee is hereby authorized to issue, without further City Council action, purchase orders for annualized insurance coverage in accordance with the amount of funding established for such coverage in FY 2024 budget when the award of such contracts or Interlocal Agreements for coverage has been previously approved by Council.

19. That the City shall calculate monthly deduction, premium, and/or fee for health, dental, vision, life, and disability coverage during the current coverage month effective January 1, 2024. If the coverage effective date for enrollment/change falls on or before the 15th of the month, a full deduction, premium, and/or fee is processed; if the effective date falls after the 15th of the month, no deduction, premium, and/or fee is processed for that month. If the coverage termination date falls on or before the 15th of the month, no deduction, premium, and/or fee is processed; if the termination date falls after the 15th of the month, a full deduction, premium, and/or fee is processed for the month.

20. That the City Manager or his designee authorizes and approves a compensation increase for non-uniformed full-time, part-time and temporary employees as follows:

a. This resolution hereby establishes the City's minimum wage at \$13.11 per hour effective September 10, 2023 the first full pay period of September 2023. All pay ranges and job classifications will be increased accordingly on September.

b. An increase of \$1.00 per hour, or a minimum of 2.5%, whichever is greater, for all non-uniform employees shall be paid starting on the September 10, 2023 pay period, and in accordance with the processes established by the City's Human Resources Department.

c. This increase in compensation will be based on the hourly rate as of September 10, 2023 of the positions identified herein. Employees must be of active status as of September 10, 2023 to receive this pay increase; provided however, that the City Manager may approve this increase in compensation based on the availability of funds and other management factors as determined by the City Manager.

- d. An increase of 5% for all City Attorneys of the City Attorney's Office, effective September 10 2023. Employees must be of active status as of September 10, 2023 to receive this increase.
- e. That the City Manager is authorized to approve a salary or wage compression adjustment for the non-uniformed employees based on their salary in the current position as of September 10, 2023, the increase will be based on the number of years in the current position within their pay grade, and adjust pay scales to ensure a minimum of 4% difference between subordinate and the relevant supervisory level. The employee must work as a city employee in their current position for a period of a least six months prior to September 10, 2023. This increase will be effective for the pay period starting September 10, 2023 for all employees in an active status as of this date. Provisions of this section are subject to the availability of funds and other management factors as determined by the City Manager.
21. That any employee pay increases for non-uniformed employees shall be given on the date or dates established by the City Manager based on the availability of funding for such purposes in FY 2024. No employee pay increases shall be paid retroactively to an anniversary date or date of a performance evaluation. Any increases for certification pay established in Ordinance 8064, as amended, or by resolution pursuant to the Ordinance as may be appropriate, may be given by the City Manager in the manner provided for in or by the Ordinance to the eligible employee classifications set forth in Schedule B-1**.
22. The City Manager or his/her designee is authorized to approve for non-uniform employees hired on or between September 1, 2022 and August 31, 2023, who have not received the second \$500 payment of the \$1,000 sign-on incentive payment available during FY 2024 prior to September 1, 2024 to be distributed as follows:
- a. A one-time payment of \$500 to be disbursed at the end of the employee's successful completion of their 6-month or extended probationary period with no documented attendance or corrective/disciplinary issues for the remainder of their probationary period;
- b. This policy does not apply to the following:
- i. and/or independent consultants; and
 - ii. Elected Officials; and
 - iii. Current City of El Paso employees; and
 - iv. Previous City of El Paso employees who terminated within three months of current hire date; and
 - v. The sign-on incentive recruitment payment shall be paid in a pay period following the employee's having met the criteria designated in the Resolution and in accordance with the process established by the City's Human Resources Department. Employee must be an active employee on the date of payment. This sign on incentive recruitment payment will not be considered earned wages or compensation for purposes of personability. This sign-on incentive recruitment program shall be subject to the availability of funds and other management factors as determined by the City Manager.
23. That for purposes of recognizing the service time of an employee (classified unclassified and/or contract) other than uniformed employees covered under collective bargaining agreements an amount that most closely approximates a two percent (2%) increase will be added to the base pay of each employee on the anniversary date five (5) years of service, two and one half percent (2.5%) on the anniversary date of ten (10) years of service, three percent

(3%) on the anniversary date of fifteen (15) years of service, and three and one half percent (3.5%) on the anniversary date of twenty (20) years of service and four percent (4%) on the anniversary date of twenty five (25) years of service and four and one half percent (4.5%) on the anniversary date of thirty (30) years of service and five percent (5%) for any other five year incremental period on or beyond thirty five (35) years of service accrued by an employee.

24. That the City Manager be authorized to establish employee incentive program(s) subject to the availability of funds, and approve such administrative policies and procedures necessary for the inception and implementation of such programs:

(a) the wellness program in the City's health benefit plan for the amount established in each fiscal year's budget in an amount not to exceed \$150 per employee each month during the fiscal year, in accordance with the City Manager's administrative policy and shall include a component that allows City employees to earn up to one wellness day off annually (as designated in the administrative policy); and

(b) employees whose job specifications require a commercial driver's license or whose work includes the tracking of specific safety criteria to be eligible for a payment not to exceed \$350 per employee each year based on the employee's accident-free driving record or established safety criteria for a period (i.e. quarterly, semi-annually, etc.) to be established in administrative policy and payable in increments based on such periods; and

(c) employees whose job specifications requires or may require a commercial driver's licenses may be eligible for additional pay of \$90 per pay period, provided that the employee must be in active status, their CDL in good standing, and otherwise in conformity with approved administrative CDL retention policies; and

(d) non-executive level employees will receive incentive pay of 10% of base salary while employed with the Office of the Comptroller (OTC). This incentive is only effective during their employment at OTC and otherwise in conformity with approved administrative OTC incentive pay policies; and

(e) one-time payments in an amount not to exceed \$100 (and any taxes due) for each employee who is assigned additional duties in serving on a Lean Six Sigma team and which the project demonstrates measurable cost avoidance or savings; and

(f) for perfect attendance in a 6month period established by administrative policy, cash payment of \$50 and the option to convert 8 hours of sick leave for personal business, as set forth in the administrative policy; and

(g) monthly payments prorated in an amount not to exceed 5% of current annual salary for each employee who is assigned additional responsibilities for completion of major project whose scope has broad citywide application.

(h) qualifying non-uniform employees will receive a lump sum not to exceed \$250 as part of an annual performance review as defined under the administrative policy.

(i) payments in an amount of \$90 per pay period for each employee whose job requires immunizations to ensure the health and safety of the employees and animals during their employment at Animal Services and the Zoo and otherwise in conformity with approved administrative ASD and Zoo infectious disease and/or incentive pay policies.

(j) A \$200 monthly incentive for all full-time, part-time, and temporary positions, to be distributed as follows:

1. Monthly payment of \$200 once a foster program has been established and the employee takes possession of the foster canine and maintains possession; and
2. An additional, one-time payment of \$100 to be disbursed once their foster canine is adopted to a “forever home”.
3. This policy does not apply to the following:
 - i. Subcontractors and/or independent consultants
 - ii. Elected Officials
4. The Furry Canine Foster Program pilot shall be effective from May 15, 2023 through November 15, 2023.
5. The Foster incentive monthly payment shall be paid bi-weekly. The incentive will take effect in a pay period following the employee’s having met the criteria designated in this Resolution and in accordance with the process established by the City’s Human Resources Department.
6. The Foster incentive one-time payment shall be paid in a pay period following the employee's having met the criteria designated in this Resolution and in accordance with the process established by the City’s Human Resources Department.
7. Employee must be an active employee on the date of payment.
8. This Foster incentive payment will not be considered earned wages or compensation for the purposes of pensionability.
25. That Appendix A, as required to be maintained by the Human Resources Director and approved by the City Council by the Classification and Compensation Plan, Ordinance 8064, as amended, shall be as established as set forth in Schedule D**, for such time until the Council, by resolution and as provided in Ordinance 8064, should amend or further revise.
26. That the City Manager is hereby authorized to annually adopt a Tuition Assistance Policy, which provides for tuition assistance to qualified employees in accordance with the amount of funding established for such a program. Such policy may be amended as deemed necessary by the City Manager.
27. That based on the availability of funds, the City Manager is authorized to expend no more than \$100,000 from the budget to establish and implement an on-the-spot rewards program to provide small monetary awards (face value up to \$100) to recognize immediately extraordinary acts, accomplishments or contributions that are above and beyond the typical duties of the rewarded employee. On-the-spot rewards are not in lieu of merit increases or other salary increases based on sustained high-quality employee performance. An employee shall receive no more than two (2) monetary awards under this section per fiscal year.
28. That the City Manager is authorized through an administrative policy and procedure to approve Department Hybrid Staffing Plans, to provide options that promote and support a high quality of work life balance for City employees, while meeting the customer services needs of the community.
29. That the hotel occupancy taxes collected by the City shall be used by El Paso Convention and Performing Arts Center (Destination El Paso) and the Department of Museums

and Cultural Affairs to fund their respective operations in accordance with El Paso City Code and State law. The functions of the Plaza Theater, McKelligon Canyon shall be included with the functions of El Paso Convention and Performing Arts Center (Destination El Paso). Expenditures from said fund shall be made in accordance with their respective adopted budgets.

30. That the special additional hotel occupancy tax collected and deposited into the Venue Project Fund (as well as other amounts contained in such fund) shall be used by the City to pay its obligations under the Master Lease Agreement Relating to the Downtown Ballpark Venue Project between the City and the City of El Paso Downtown Development Corporation or other ballpark costs and such funds are appropriated accordingly.

31. That any travel expenditure for a City Council member that exceeds the FY 2024 City Council member's budget, including discretionary funds for the City Council Member's district, must be approved by the City Council and a funding source shall be identified by the City Council.

32. That City Council members must notify the City Manager or his/her designee of any expenditure from budgeted City Council Special Projects or Discretionary Accounts, so that City staff can maintain a current balance of the individual City Council Member's year-to-date expenditure for said accounts. Prior to the use of a P-Card for a proposed expenditure, City Council should identify the municipal purpose of the expenditure and the proposed expenditure should be reviewed and authorized by the City Manager or his/her designee in writing, subject to confirmation by the City Attorney's Office, or authorized by the City Council, prior to the expenditure. Per the Resolution dated November 8, 1994, that the allocation of discretionary funds requires City Council approval, except a District Representative may allocate discretionary funds up to \$1,000 or less for activities and purposes that are administrative in nature and are to be approved in the same nature as the general fund expenditures. The City Manager or his/her designee shall implement similar appropriate processes when utilizing discretionary funds through any other procurement or a reimbursement process. All P-Card transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the City Council member and their staff. Expenditures under this section shall adhere with all relevant city and state laws and policies.

33. That all obligations for the payment of money by City departments and agencies, including grantees, shall be made in accordance with procedures established by the City Manager or his/her designee.

34. That no employee or elected official shall incur an obligation for capital, supplies, wages, or otherwise, unless an adequate appropriation has been made in the budget to meet the obligation and said obligation has been incurred in accordance with the accounting, legal, budgetary, purchasing, and Human Resources policies and procedures of the City.

35. That the Full-Time Equivalent (FTE) positions funded by the FY 2024 Budget, and those listed in the Authorized Staffing Table, shall constitute the authorized FTE positions for each department. Requests for changes and additions shall be approved by the City Manager and his/her designee and shall show the impact on the FY 2024 Budget and the estimated impact on expenditures for FY 2025.

36. That any non-vacant classified employee position which is identified for abolishment upon adoption of the FY 2024 Budget, shall be funded until the earlier of October 14, 2023 or sufficient time for the Human Resources Department to carry out the provisions of the City Charter related to lay-offs.

37. That the City Manager is hereby authorized to transfer any amount in the Salary Reserve appropriation, personal services appropriations, contingency appropriations, capital acquisition appropriations between departments within the General Fund or an Enterprise Fund (to the extent permitted by law), whether it is non-uniformed or uniformed salary expense, or capital expense, as necessary in connection with closing the FY 2024.

38. That based on the availability of funds the City Manager or his/her designee shall transfer on a monthly basis \$12,500 from the cash balance of the Bridge Operations Fund to the Bridge Maintenance Fund; transfer on an annual basis revenue derived from ground lease franchises, not to exceed \$91,782 from the Bridge Operations Fund to the Bridge Maintenance Fund. Any remaining balance shall be transferred to the General Fund, except for the \$25,000 Unreserved Balance and any required cash, which must be maintained pursuant to any bridge revenue bond covenants or other debt financing.

39. That all non-expended appropriations in the General Fund and Enterprise Fund shall lapse at the end of FY 2024, unless reviewed and approved not to lapse by the City Manager or his/her designee.

40. That within forty-five (45) working days after the close of each fiscal quarter, the City Manager or his/her designee shall provide a quarterly report to City Council regarding the status and year-end projection of the budget.

41. That the City shall charge the maximum allowable interest rate and impose the maximum allowable penalty pursuant to State or Federal laws, on any amounts past due to the City. Any amounts that are one hundred twenty (120) days past due will be reported to the Credit Bureau, in accordance with State and Federal law, and will be turned over to the City Attorney or a collection agency for collection or the proper disposition.

42. That the annual parking meter revenue in account number 440200 (Parking Meter Revenue) may be allocated on a monthly basis to a restricted account called Plaza Theater Sinking Fund in the Debt Service Fund to satisfy debt requirements for the fiscal year, that the City Manager or his/her designee be authorized to appropriate additional funding from this account for the replacement of parking meters upon approval of the City Manager of a meter replacement program based on availability of funds in this account, and that all funds exceeding the debt service requirement and meter replacement capital requirements for the fiscal year be deposited to the General Fund.

43. That monies that the City receives from licenses, fees, fines, and other charges for services shall be analyzed to determine if the City is recovering the cost of providing such services. Recommendations shall be made to the City Manager or his/her designee for any revisions to licenses, fees, fines and other charges.

44. That appropriation control for expenditures shall be at the Object Level.

45. That expenditures shall be in accordance with the City of El Paso – Strategic Plan.

46. That Schedule A** amends revenues and appropriations to the City Manager's filed budget; Schedule B** amends staffing tables to the City Manager's filed budget and Schedule B-1** sets forth the employee classifications eligible for certification pay; Schedule C** sets forth fees and formulas for calculating certain fees that are to be charged by the City for the goods and services it provides; Schedule D** contains Appendix A, as referenced by the Classification and Compensation Plan, Ordinance 8064, as amended; and Schedule E** sets forth the list of and approved budget for annualized computer software and hardware which may be purchased as a sole source; and Schedule F** is the 2023 Tax Rate Calculation

Worksheet included in accordance with Texas Tax Code Chapter 26. For any programs, activities, presentations, classes or services that have a fee range listed within Schedule C**, the department head shall determine and charge a fee within the stated range for each particular activity, presentation, class or service in the amount that will recover the City's costs, as reviewed and approved by the City Manager or his/her designee. Any revisions or additions to the fees listed in Schedule C**, or the process or formula used for setting fees, shall be approved by simple resolution of the City Council.

47. That the City Manager or his/her designee is authorized to determine when it is practicable for the City to accept payments by credit card of a fee, fine, court cost or other charge in accordance with City Ordinance No. 15051. Service charges added to the payment shall be in conformity with state statutory requirements and will be in such amount(s) as listed in Schedule C**, provided that in the event that bank charges imposed on the City relating to credit card acceptance increase during the fiscal year, the City Manager is authorized to increase the service charge amount(s), so as to cover the City's increased costs.

48. That the Department of Aviation shall be authorized to collect a daily rental fee for space in their cargo buildings and daily terminal fees as set forth in Schedule C**, and the department shall collect the fees authorized in prior resolutions of the City Council for hangars, tie-downs, storage, heavy aircraft parking and for public parking at the Airport in the amounts as set forth in Schedule C** attached hereto and that Schedule C** shall be the controlling resolution for the establishment of the specific amounts of these fees.

49. That the Department of Aviation's Foreign Trade Zone is authorized to collect fees to recover costs, as set forth in Schedule C**, relating to duties in connection with (a) Blanket Admission - 214; (b) Direct Delivery Admission, Subsequent 214; (c) Application Fee, Subzone; (d) Application Fee, New General-Purpose Site (Minor Boundary Modification); (e) Application Fee, Expansion Site (Magnet); and (f) Alteration Request. The Department of Aviation's Foreign Trade Zone is also authorized to collect fees based on other changes as outlined in the Schedule C**.

50. That in addition to City created programs, activities, presentations, classes ("City programs") and City produced or supported publications that are offered to the public in conjunction with the missions of the various departments for which the fees are separately established in Schedule C**, the City Council authorizes City department directors to create and offer new City programs and publications, on a trial or temporary basis, as may be of benefit to the public and as the directors may deem appropriate and within his/her department's capacity for providing new City programs or publications. The fee for participation in each such new City program or the cost to obtain such a publication shall be established in an amount that will recover the City's costs to present each such City Program or provide the publication, as reviewed and approved by the City Manager or his/her designee. The City Manager or his/her designee shall maintain a list of all fees approved pursuant to this paragraph, which shall be made available to the public.

51. That the City Council sets the level of City funding support to persons and organizations seeking such support for parades that fulfill a public purpose in accordance with the process, criteria and other provisions of Section 13.36.050 E of the City Code, in an amount not to exceed \$175,000, and that the City Manager is authorized to equitably allocate such funding among the qualified applicants and sign funding agreements with such applicants.

52. That the City Council sets the maximum level of funding for the Parks and Recreation Department's needs assessment scholarship program, as may be established by ordinance, in the amount of \$200,000, with a maximum benefit per child of \$150, for FY 2024. Receipt of

scholarship funds for the Club Rec Program does not count towards the \$150 maximum per child limit.

53. That the City Council authorizes the conduct of the Holiday Parade and Tree Lighting as a program event within the Parks and Recreation Department; authorizes funding for the event as established within the City's adopted budget; authorizes the City Manager to determine and approve participation in the event by other City departments and personnel; and authorizes the Parks and Recreation Department to charge the entry fee as set forth in Schedule C** to non-City persons and organizations who submit entries in the parade.

54. That the City Manager is authorized to revise appropriate budgets to provide for changes of functions and reorganization of departments approved by City Council, to include the transfer of functions, duties and related budgets between departments.

55. That the Director of Aviation be authorized to establish a Premium Parking program, as approved by the City Manager, at the airport for public parking at the premium fees set forth in Schedule C**, which will allow parking spaces to be reserved in advance by members of the general public.

56. That the Director of Aviation be authorized to establish a program, as approved by the City Manager, at the airport whereby the Director or his/her designee may provide gratis airport parking passes as appropriate for the promotion of the airport as the premier gateway for air transportation for the El Paso region. The total value of all gratis parking passes provided under this program during FY 2024 shall not exceed \$2,000.

57. That the Director of Aviation be authorized to collect fees to recover costs for work completed by El Paso International Airport on behalf of airport tenants in the amounts set forth in Schedule C**.

58. The Department of Aviation is authorized to collect fees to recover costs, as set forth in Schedule C**, relating to duties in connection with (a) conduct of criminal history back ground checks; (b) SIDA Badge issuance; (c) AOA Badge issuance; (d) AOA Badge renewal; (e) SIDA/Sterile area badge renewal; and (f) Reimbursement for Lost Not Returned Badges as listed on Schedule C**.

59. That the environmental service franchise fee will be used to support the General Fund expenditures of the Streets and Maintenance department.

60. That the Department of Environmental Services is authorized to collect fee to recover costs, as set forth in Schedule C**, related to safety articles sold upon request to members of the public accessing the Greater El Paso Landfill.

61. That the Department of Animal Services is authorized to collect fees to recover costs as set forth in Schedule C**, related to the veterinary services provided at the City's spay and neuter clinic, for services provided at the clinic and shelter relating to the health and safety of animals, and for those services that are provided to the animal while at its facilities in order to bring the animal into compliance with the El Paso City Code's requirements. The Director of Animal Services is authorized to waive or reduce animal services fees in Schedule C**, when appropriate and in line with their mission.

62. That the Department of Environmental Services is authorized to provide mulch/compost at the Citizen Collection Stations and at the Greater El Paso Landfill at no cost to citizens or commercial customers that pick up the mulch/compost and may collect a delivery fee from commercial customers requesting delivery, since the recycling of trees and other yard waste

used to generate mulch/compost serves a health and public safety purpose because materials are diverted from the City's landfills and the useful life of the landfills is extended.

63. That the City Manager or his/her designee be authorized to negotiate, award and enter into agreements and other documents on behalf of the City for the annualized computer licenses and maintenance of software and hardware specified in Schedule E**, and any software or hardware that are available only from one source pursuant to applicable laws, in amounts not to exceed the amounts in the FY 2024 approved budget and set forth in Schedule E**; provided, however, that all such agreements are in compliance with law and shall be approved as to form by the City Attorney.

64. That the City Council will allow the Public Service Board and the El Paso Water Utilities to use fire hydrants in conjunction with requiring developer dedications or payments for the costs of fire hydrants and together with the value of the use of City right-of-way in conjunction with system operation and functions by the Public Service Board and the El Paso Water Utilities, they are in exchange for all charges and costs owed by the City for water used by the City for firefighting purposes, and this provision supersedes all prior resolutions of the City Council regarding this matter.

65. A City Council member's seat subject to election or re-election shall not expend any discretionary funds during the Lamé Duck period, which is the time period from the date of any City election until inauguration of those elected or certification of the results for those re-elected.

66. That the City Manager is authorized to establish or amend the budget for the Parkland dedication fees special fund for FY 2024, provided that such funds are committed and used in compliance with applicable city ordinances.

67. That the City Manager may appropriate up to \$500,000 from the Fleet Internal Service Fund reserves for the Streets and Maintenance Department purchase of fuel and inventory items for the city fleet.

68. That the City Manager may allocate \$5,000,000 from the Pay for Futures fund for the use of the FY 2024 General Fund budget.

69. That the franchise fee paid by the El Paso Water Utilities in the amount not to exceed \$6,550,000.00 ("PSB Infrastructure Franchise Fee"), which compensates the City of El Paso for the use of city streets and rights of way for utility lines and wear and tear on City streets, will be allocated as follows: up to \$3,000,000.00 will be allocated to street maintenance and the remaining PSB Infrastructure Franchise Fee funds to the General Fund.

70. City Council establishes that the police department adopted budget was \$165,428,929 for FY 20-21, \$177,025,187 for FY 21-22, and \$192,249,635 for FY 22-23. The police department budget for FY 23-24 is hereby established to be \$205,161,844. Therefore, the City Council of the City of El Paso, Texas finds and declares that the City of El Paso is not a defunding municipality as provided in Chapter 109 of the Texas Local Government Code.

71. That the City Manager or his/her designee shall immediately file, or cause to be filed a true copy of the FY 2024 Budget and a copy of this Resolution in the offices of the City Clerk and the County Clerk of El Paso, and post the same on the City's website.

**Schedules available in the City Clerk's Office.

Representative Hernandez commented.

Motion made by Representative Kennedy, seconded by Representative Fierro, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None

ABSENT: Representative Salcido

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- 26. ITEM:** Discussion and action to ratify the property tax rate reflected in the Annual Budget for FY 2023 - 2024 for the City of El Paso.

Motion made by Representative Kennedy, seconded by Representative Fierro, and unanimously carried to **RATIFY** the property tax rate reflected in the Annual Budget for FY 2023 - 2024 for the City of El Paso.

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

NAYS: None

ABSENT: Representative Salcido

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- 27. ORDINANCE 019531**

The City Clerk read an Ordinance entitled: **AN ORDINANCE LEVYING FY2024 TAXES. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO: SECTION 1: THAT AD VALOREM TAXES FOR THE TAX YEAR ENDING DECEMBER 31, 2023 TO FUND THE CITY'S BUDGETARY REQUIREMENTS FOR THE FISCAL YEAR ENDING AUGUST 31, 2024, BE AND ARE HEREBY LEVIED ON ALL PROPERTY, REAL AND PERSONAL, SUBJECT TO TAXATION BY THE CITY, AT THE RATE OF \$0.818875 PER \$100 OF TAXABLE VALUE OF SAID PROPERTY. THE TAX RATE CONSISTS OF TWO COMPONENTS, EACH WHICH ARE SEPARATELY APPROVED BY COUNCIL: A. FOR GENERAL PURPOSES: \$0.562409 PER \$100 OF TAXABLE VALUE, THE RATE THAT, IF APPLIED TO THE TOTAL TAXABLE VALUE, WILL IMPOSE THE AMOUNT OF TAXES NEEDED TO FUND MAINTENANCE AND OPERATION EXPENDITURES OF THE CITY FOR THE COMING YEAR. B. FOR SPECIAL PURPOSES: \$0.256466 PER \$100 OF TAXABLE VALUE, THE RATE THAT, IF APPLIED TO THE TOTAL TAXABLE VALUE, WILL IMPOSE THE TOTAL AMOUNT PUBLISHED UNDER SECTION 26.04(E)(3)(C) OF THE TEXAS PROPERTY TAX CODE (TAX CODE). CITY OF EL PASO ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.82 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-22.86. THIS YEAR'S ADOPTED TAX RATE DOES NOT EXCEED THE NO-NEW REVENUE TAX RATE. SECTION 2: OCCUPATIONAL TAX: THERE IS HEREBY LEVIED ON EVERY PERSON, FIRM, ASSOCIATION OR CORPORATION PURSUING WITHIN THE LIMITS OF THE CITY OF EL PASO ANY OCCUPATION TAXES BY THE STATE OF TEXAS AS AUTHORIZED BY CITY COUNCIL AN ANNUAL TAX EQUAL TO ONE-HALF OF THE OCCUPATION TAX LEVIED BY THE STATE OF TEXAS.**

Mayor Leeser commented.

Mr. Cary Westin, Interim City Manager, commented.

This year's proposed tax rate does not exceed the no-new-revenue tax rate.

Motion duly made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and carried to **ADOPT** a tax rate of **\$0.818875** and that the Ordinance be **ADOPTED, AS AMENDED**.

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

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

NAYS: None

ABSENT: Representative Salcido

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

REGULAR AGENDA – OTHER BIDS, COTNRACTS, PROCUREMENTS:

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

- 28.** Motion made by Representative Rivera, seconded by Representative Annello, and unanimously carried to **AWARD** Solicitation No. 2023-0220 Oxygen Cylinders-Rental, Refill, and Delivery to Syoxsa, Inc., for an initial three (3) year term for an estimated amount of \$328,663.50. The award also includes a one (1), two (2) year option for an estimated amount of \$219,109.00. The total value of the contract is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$547,772.50. This contract will allow oxygen to be administrated by first responders.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$127,164.75 for the initial term, which represents a 63.11% increase due to the annual quantity increasing and adding a new cylinder size. There is also an increase in the unit price per cylinder due to the current market conditions.

Department:	Fire
Vendor:	Syoxsa, Inc. El Paso, TX
Item(s):	All
Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$ 109,554.50
Initial Term Estimated Award:	\$ 328,663.50 (3 Years)
Total Estimated Award:	\$ 547,772.50 (5 Years)
Account No.:	322 - 522250 - 1000 - 22090 -P2217
Funding Source:	General Fund
District(s):	All

This is a Low bid, unit price contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Syoxsa, Inc., the lowest responsive and responsible bidder and to deem Linde Gas & Equipment, Inc., non-responsive due to modifying the bid form. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

NAYS: None

ABSENT: Representative Salcido

29. Motion made by Representative Fierro, seconded by Representative Rivera, and unanimously carried to **AWARD** Solicitation 2023-0403 Fire Station 38 to EMJ Construction, LLC for a total estimated award of \$5,788,541.00. This contract will be used for the construction of the new Fire Station #38 will be located within a complex and adjacent to the Eastside Regional Command Center (ERCC) at 14301 Pebble Hills Boulevard.

Department: Capital Improvement
Award to: EMJ Construction, LLC
Chattanooga, TN
Item(s): All
Initial Term: 400 Consecutive Calendar days
Base Bid: \$5,788,541.00
Total Estimated Award: \$5,788,541.00
Funding Sources: 2019 Public Safety Bond
Accounts: 190-4820-29090-580270-PCP20FDSTATIO38
District(s): 5

This is a Competitive Sealed Proposal, Lump Sum Contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to EMJ Construction, LLC, the highest ranked offeror based on the evaluation criteria for this solicitation.

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.

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, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representative Salcido

30. Motion made by Representative Fierro, seconded by Representative Rivera, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue a purchase order to the vendors indicated below, referencing Contract 2018-1411 Police Ordered and Non-Consent Towing of Motor Vehicles. This change order is to increase the contract by \$564,687.50 for a total amount not to exceed \$2,823,437.50. The change order is to cover the non-consent towing services for the El Paso Police Department through the remainder of the contract.

Contract Variance: No contract variance

Department: Police

Vendor #1: Sohle Express Towing, Inc El Paso, TX

Item(s): Group 1 - GVW 10,000 lbs. or less,
Group 1 - GVW 10,001 - 24,999 lbs. &
Group 1 - GVW 25,000 lbs. and over

El Paso, TX

Total Estimated Amount:	\$112,937.50
Vendor #2:	AD Wrecker Service, Inc. El Paso, TX
Item(s):	Group 1 - GVW 10,000 lbs. or less, Group 1 - GVW 10,001 - 24,999 lbs. & Group 1 - GVW 25,000 lbs. and over
Total Estimated Amount:	\$112,937.50
Vendor #3:	Andrea Villarreal dba Kamel Towing El Paso, TX
Item(s):	Group 1 - GVW 10,000 lbs. or less, Group 1 - GVW 10,001 - 24,999 lbs.
Total Estimated Amount:	\$112,937.50
Vendor #4:	Raul Fernandez Jr. dba Dependable Towing El Paso, TX
Item(s):	Group 1 - GVW 10,000 lbs. or less, Group 1 - GVW 10,001 - 24,999 lbs.
Total Estimated Amount:	\$112,937.50
Vendor #5:	3H Towing, LLC El Paso, TX
Item(s):	Group 1 - GVW 10,000 lbs. or less
Total Estimated Amount:	\$112,937.50
Total Amount:	\$564,687.50 (5 Vendors)
Account No.:	321-21280-2811-522150
Founding Source:	Municipal Vehicle Storage Facility
District(s):	All

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

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Assistant Police Chief Victor Zarur
- Mr. Cary Westin, Interim City Manager
- Ms. Nicole Cote, Office of Management and Budget and Purchasing and Strategic Sourcing Managing Director
- Ms. Paula Salas, Purchasing Agent

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

NAYS: None

ABSENT: Representative Salcido

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

31. Motion made by Mayor Pro Tempore Anello, seconded by Representative Molinar, and carried to **AWARD** Solicitation 2023-0498 Chelsea Pocket Park Construction to MARTINEZ BROS. CONTRACTORS, LLC for an estimated total award of \$967,883.61. The project will consist of but is not limited to the furnishing and installment of new concrete sidewalks, new concrete plaza with metal shelter 104'x30', new benches, new picnic tables, new trash receptacles, new trees, new areas with screening, new lighting, new irrigation system, new park name and park rules signs, new pet waste dispensers, new bike rack, the resurfacing of existing parking lot, and repair of existing concrete sidewalks.

Department:	Capital Improvement
Award to:	MARTINEZ BROS. CONTRACTORS, LLC
	El Paso, TX
Item(s):	All
Initial Term:	240 Consecutive Calendar days
Base Bid I:	\$889,103.61
Additive Alternate I:	\$54,220.00
Additive Alternate II:	\$24,560.00
Total Estimated Award:	\$967,883.61
Funding Sources:	2020 Capital Projects Fund
Accounts:	190-4746-580270-38290-PCP20CHELSEADEM
District(s):	2

This is a Low Bid procurement, Lump Sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MARTINEZ BROS. CONTRACTORS, LLC, 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, Rivera, and Canales
 NAYS: Representative Fierro
 ABSENT: Representative Salcido

-
- 32.** Motion made by Representative Canales, seconded by Representative Molinar, and unanimously carried to **AUTHORIZE** the Managing Director of the Purchasing & Strategic Sourcing Department to issue Purchase Order(s) to Bibliotheca, LLC the sole distributor for Bibliotheca Service and Maintenance for Libraries Department for a term of three (3) years for an estimated amount of \$171,924.63 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow the Libraries Department to purchase Bibliotheca's certified support and maintenance.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$33,368.53 for the initial term, on an annual basis which represents a 139.39% increase due to the opening of additional locations that were not in operation during the pandemic. Additionally, an increase of equipment installed in branches that require this contract.

Department:	Libraries
Vendor:	Bibliotheca. LLC

	Norcross, GA
Total Estimated Award:	\$171,924.63
Account No.:	522020-453-1000-53000-P1506
Funding Source:	General Fund
District(s):	All
Reference No.	2023-0453

This is a Sole Source service contract.

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

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

33.

RESOLUTION

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

That the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform traffic engineering services on a task-by-task basis by and between the City of El Paso and each of the following three (3) consultants:

1. AECOM Technical Services Inc.
2. HNTB Corporation
3. Huitt - Zollars, Inc.

Each On-Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

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

34.

RESOLUTION

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

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform civil engineering services on a task by task basis by and between the by City of El Paso and each of the following three (3) consultants:

1. AECOM Technical Services, Inc.

2. CEA Engineering Group, Inc.
3. GRV Integrated Engineering Solutions, LLC

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

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

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

NAYS: None

ABSENT: Representative Salcido

Goal 8: Enhance and Sustain El Paso's Infrastructure Network

35. Motion made by Representative Canales, seconded by Representative Molinar, and unanimously carried to **AUTHORIZE** the Managing Director of the Purchasing & Strategic Sourcing Department to issue Purchase Order(s) to Wagner Equipment Co. dba Wagner Power Systems the sole distributor for the CAT Certified Rebuild of Compactor - Landfill for Environmental Services Department for a one-time purchase for an estimated amount of \$846,461.98. This contract will allow the Environmental Services Department to purchase the rebuilding of compactor unit number 12118 at the Greater El Paso Landfill.

Contract Variance:

The difference based in comparison to a previous contract is as follows: An increase of \$191,532.02 for a similar compactor rebuild, which represents a 29.24% increase due to additional parts being used and current market conditions of raw material.

Department:	Environmental Services
Vendor:	Wagner Equipment Co. dba Wagner Power Systems Aurora, CO
Total Estimated Award:	\$846,461.98
Account No.:	334-34130-P3470-3150-PESD00230-580290
Funding Source:	ESD Capital
District(s):	All
Reference No.	2023-0571

This is a Sole Source service contract.

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

NAYS: None

ABSENT: Representative Salcido

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

36.

ORDINANCE 019532

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.85 (PARKING VIOLATIONS BUREAU), TO AMEND SECTION 12.85.010 (PARKING VIOLATIONS BUREAU ESTABLISHED), SECTION 12.85.020 (HEARING OFFICERS), SECTION 12.85.030 (PARKING CITATIONS); TO UPDATE LANGUAGE TO CURRENT USAGE; TO ALLOW SUBSTITUTE ASSOCIATE MUNICIPAL JUDGES TO SERVE AS HEARING OFFICERS; AND TO ALLOW COMMISSIONED OFFICERS HIRED BY INDEPENDENT SCHOOL DISTRICTS WITHIN THE CITY LIMIT TO ISSUE PARKING CITATIONS; THE PENALTY BEING PROVIDED IN CHAPTER 12.84.010 OF THE EL PASO CITY CODE.**

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

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

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

NAYS: None

ABSENT: Representative Salcido

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

37.

ORDINANCE 019533

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 10 (PUBLIC PEACE, MORALS AND WELFARE), CHAPTER 10.20 (OFFENSES BY OR AGAINST MINORS) OF THE EL PASO CITY CODE TO REMOVE CURFEW ORDINANCE PROVISIONS LOCATED IN SECTIONS 10.20.010 THROUGH 10.20.054.**

Mayor Leeser and Representative Canales commented.

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

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

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

NAYS: None

ABSENT: Representative Salcido

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

NOTE: Mayor Leeser filed a veto in the City Clerk's Office on August 17, 2023.

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

38.

ORDINANCE 019534

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 37.9194 ACRES OF LAND SITUATED IN PORTIONS OF SECTIONS 21,**

28, AND 29, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representative Salcido

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

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

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

39.

R E S O L U T I O N

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

That the City Manager be authorized to sign a First Amendment to that certain Subrecipient Agreement (“Agreement”) for the establishment and administration of the City of El Paso Small Business Grant and Interest Buy-Down Program by and between City of El Paso, a Municipal Corporation organized and existing under the laws of the State of Texas (the “City”), and LiftFund Inc., a Texas non-profit organization (“LiftFund”; “Sub-Recipient”; or “Contractor”) increasing the Funding Amount by \$605,000 to a total of \$3,105,000.

Ms. Liliane Spenle, LiftFund Grants, Programs, and Operations Manager, commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representative Salcido

.....
40.

R E S O L U T I O N

WHEREAS, on March 11, 2021, the federal government enacted the American Rescue Plan Act (“ARPA”), which established the Coronavirus State Fiscal Relief Fund & Coronavirus Local Fiscal Relief Fund (“CSLFRF”) and appropriated \$150 billion to the Fund to be used to address the economic fallout caused by the COVID-19 pandemic; and

WHEREAS, the City is a recipient of \$154,365,135 under the ARPA funding grant; and

WHEREAS, on May 9th 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, the City desires to enter into a Subrecipient Agreement with **PEOPLEFUND**, a Texas 501(c)(3) non-profit Community Development Financial Institution, whereby PEOPLEFUND will provide expanded access to capital and business education programing in El Paso; 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 address business interruptions to affected small businesses caused by the ramifications of the COVID-19 pandemic.

Ms. Jenny Palecek, Peoplefund Chief Financial Officer, commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representative Salcido

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

41.

R E S O L U T I O N

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Transportation Alternatives Set-Aside (TASA) Program grant improvements McRae (FM 2316) Shared Use Path Montwood to Album Phase 1, which has an estimated total project cost of \$3,080,099.00 of which the estimated local government participation amount is estimated at \$1,125,001.80 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

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

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

NAYS: None

ABSENT: Representative Salcido

-
42. **ITEM:** Discussion and action on Trails and Trailheads, to include deprogramming two proposed trails "Ellis Lateral Connection Trail" and "Carolina to Emerson Trail"; transferring funds in the amount of \$537,141.68 from deprogrammed trails to "Rio Grande Trail North"; and moving forward with a feasibility study of Avispa Canyon as the proposed route for the "Mountain to River Trail".

Representatives Annello, Molinar, Fierro, Rivera, and Canales commented.

The following City staff members commented:

- Ms. Yvette Hernandez, City Engineer
- Mr. Sam Rodriguez, Chief Operations Officer
- Mr. Kevin Smith, Planning and inspections Assistant Manager
- Mr. Cary Westin, Interim City Manager

The following members of the public commented:

1. Mr. Rick Bonart
2. Mr. Joe Garibay

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Annello, and unanimously carried to **DELETE** the item.

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

NAYS: None

ABSENT: Representative Salcido

.....
ADJOURN
.....

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried to **ADJOURN** this meeting at 12:48 p.m.

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

NAYS: None

ABSENT: Representative Salcido

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM 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

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
August 14, 2023
9:05 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:03 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Brian Kennedy, Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, and Henry Rivera. Late Arrival: Chris Canales at 9:04 a.m.

The agenda items for the August 15, 2023, Regular City Council were reviewed.

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6. CONSENT AGENDA – RESOLUTIONS

That the City Manager is authorized to sign a First Amendment to an Agreement for Professional Services Agreement by and between the CITY OF EL PASO and AECOM TECHNICAL SERVICES, INC., for a Project known as "Architect and Engineering Services for Traffic Management Center Upgrades," to provide additional basic services at an additional total cost of \$300,388.76, thereby extending the contract amount from \$3,518,769.71 to \$3,819,158.47; and that the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the First Amendment.

Mayor Leeser questioned the following City staff member:

- Ms. Yvette Hernandez, City Engineer

.....
19. REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

Presentation and discussion on the 88th Regular and Special Sessions of the Texas State Legislature.

Mayor Leeser questioned the following City staff member:

- Ms. Lindsey Adams, Legislative Affairs Manager

.....
22. REGULAR AGENDA – OTHER BUSINESS

Discussion and action that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and N.M. Edificios, LLC, a Texas Limited Liability Company ("Applicant") in support of a project located at 19+/- acre site located off Burgundy Dr, near the intersection of I-10 & Loop 375, El Paso, TX 79907. The project includes construction or renovation of a development located on the Applicant's real property to promote economic development in the City. The Agreement requires the Applicant to make a minimum investment of \$31,050,000.00, retain its existing 174

full-time employees at or above the median wage for El Paso County, Texas for each year, and add an additional 30 full time employees at or above the median wage for El Paso County, Texas within the first five years of the Agreement. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$1,078,910.00 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

Mayor Leaser questioned the following City staff members:

- Mr. Bill Allen, Economic and International Development Assistant Director
- Ms. Tracey Jerome, Senior Deputy City Manager

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ITEMS 24 THROUGH 27 WERE REVIEWED TOGETHER

24. REGULAR AGENDA – PUBLIC HEARING AND OTHER BUSINESS RELATED TO THE FY 2024 BUDGET AND FY2024 TAX LEVY

Presentation, discussion, and action on the Proposed FY 2023 - 2024 Budget.

25. REGULAR AGENDA – PUBLIC HEARING AND OTHER BUSINESS RELATED TO THE FY 2024 BUDGET AND FY2024 TAX LEVY

Discussion and action on a Resolution that the Proposed Budget, as amended, for the City of El Paso, filed by the City Manager with the City Clerk on July 14, 2023, is hereby approved and adopted by the City Council as the Annual Budget for the Fiscal Year 2023 - 2024, which begins on September 1, 2023 and ends on August 31, 2024.

26. REGULAR AGENDA – PUBLIC HEARING AND OTHER BUSINESS RELATED TO THE FY 2024 BUDGET AND FY2024 TAX LEVY

Discussion and action to ratify the property tax rate reflected in the Annual Budget for FY 2023 - 2024 for the City of El Paso.

27. REGULAR AGENDA – PUBLIC HEARING AND OTHER BUSINESS RELATED TO THE FY 2024 BUDGET AND FY2024 TAX LEVY

Discussion and action on an Ordinance Levying FY 2023 - 2024 taxes.

Mayor Leaser questioned the following City staff member:

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

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34. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

Discussion and action that the City Manager be authorized to sign a two-year On Call Agreement for Professional Services to perform civil engineering services on a task-by-task basis by and between the City of El Paso and each of the following three (3) consultants:

1. AECOM Technical Services, Inc.
2. CEA Engineering Group, Inc.

3. GRV Integrated Engineering Solutions, LLC

Each On-Call Agreement will be for an amount not to exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On Call Agreement.

Mayor Leeser questioned the following City staff member:

- Ms. Yvette Hernandez, City Engineer

36. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READINGS OF ORDINANCES

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.85 (Parking Violations Bureau), to amend Section 12.85.010 (Parking Violations Bureau Established), Section 12.85.020 (Hearing Officers), Section 12.85.030 (Parking Citations); to update language to current usage; to allow substitute Associate Municipal Judges to serve as Hearing Officers; and to allow Commissioned Officers hired by Independent School Districts within the City limit to issue Parking Citations; The penalty being provided in Chapter 12.84.010 of the El Paso City Code.

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

- Assistant Police Chief Victor Zarur

37. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READINGS OF ORDINANCES

An Ordinance amending Title 10 (Public Peace, Morals and Welfare), Chapter 10.20 (Offenses by or against minors) of the El Paso City Code to remove curfew ordinance provisions located in sections 10.20.010 through 10.20.054.

Mayor Leeser and Representatives Annello, Hernandez, Molinar, Salcido, and Rivera questioned the following City staff members:

- Interim Assistant Police Chief Julia Inciriaga
- Ms. Karla Nieman, City Attorney
- Interim Police Chief Peter Pacillas
- Ms. Lilia Worrell, Municipal Court Director

39. REGULAR AGENDA – OTHER BUSINESS

Discussion and action that the City Manager be authorized to sign a First Amendment to that certain Subrecipient Agreement (“Agreement”) for the establishment and administration of the

City of El Paso Small Business Grant and Interest Buy-Down Program by and between City of El Paso, a Municipal Corporation organized and existing under the laws of the State of Texas (the “City”), and LiftFund Inc., a Texas non-profit organization (“LiftFund”; “Sub-Recipient”; or “Contractor”) increasing the Funding Amount by \$605,000 to a total of \$3,105,000.

Mayor Leaser questioned the following City staff member:

- Ms. Elizabeth Triggs, Economic and International Development Director

.....
40. REGULAR AGENDA – OTHER BUSINESS

Discussion and action that the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and the PEOPLEFUND, a Texas 501(c)(3) non-profit Community Development Financial Institution, to provide expanded access to capital and business education programming in El Paso, for an amount not to exceed \$500,000.

Mayor Leaser questioned the following City staff member:

- Ms. Elizabeth Triggs, Economic and International Development Director

.....
41. REGULAR AGENDA – OTHER BUSINESS

Discussion and action that the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Transportation Alternatives Set-Aside (TASA) Program grant improvements McRae (FM 2316) Shared Use Path Montwood to Album Phase 1, which has an estimated total project cost of \$3,080,099.00 of which the estimated local government participation amount is estimated at \$1,125,001.80 plus any cost overruns.

Mayor Leaser questioned the following City staff member:

- Ms. Yvette Hernandez, City Engineer

.....
42. REGULAR AGENDA – OTHER BUSINESS

Discussion and action on Trails and Trailheads, to include deprogramming two proposed trails “Ellis Lateral Connection Trail” and “Carolina to Emerson Trail”; transferring funds in the amount of \$537,141.68 from deprogrammed trails to “Rio Grande Trail North”; and moving forward with a feasibility study of Avispa Canyon as the proposed route for the “Mountain to River Trail”.

Representatives Annello and Molinar questioned the following City staff member:

- Ms. Yvette Hernandez, City Engineer

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Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 9:40 a.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM 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

**SPECIAL CITY COUNCIL MEETING MINUTES
CITY HALL, 300 N. CAMPBELL
MAIN CONFERENCE ROOM, 2ND FLOOR AND VIRTUAL
July 11 2023
9:00 AM**

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:02 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Alexsandra Anello, Joe Molinar, Isabel Salcido, Henry Rivera, and Chris Canales. Late arrivals: Cassandra Hernandez at 9:07 a.m. and Brian Kennedy at 9:31 a.m. Art Fierro requested to be excused.
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AGENDA

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1. **For discussion and action: FY 2023 - 2024 Budget as presented by the Interim City Manager. Discussion and action may include, but not limited to operating, capital and debt budgets and all possible funding sources.**

This was day 2 of the budget meetings and Mayor Oscar Leeser opened today's session with a welcome and thanked everyone for the work achieved the previous day.

- **Interim City Manager Overview**

Mr. Cary Westin, Interim City Manager, notified Council that their questions would be addressed and saved in written format in the online folder available to them; he then mentioned that, before continuing with the presentations under Safe and Beautiful Neighborhoods, he would like to provide additional information requested by Council members related to Goal 2 – Crisis Intervention Team.

- **Safe and Beautiful Neighborhoods – Mario D'Agostino & Ellen Smyth**
 - **Goal 2 - Public Safety (Police, Fire and Municipal Court)**

Interim Police Chief Peter Pacillas proceeded with the Crisis Intervention Team presentation (copy on file in the City Clerk's Office), which included a summary of the Team's history since its formation in 2018 and provided statistics such as, calls received (40,000 to date) and a breakdown of responses. Chief Pacillas then reviewed specific information on the requirements needed to staff the graveyard shift such as personnel and equipment.

- **Goal 7 - Infrastructure (Capital Improvement, Sun Metro, Streets & Maintenance)**

Mr. Richard Bristol, Streets and Maintenance Director, continued the presentation, which included the Neighborhood Traffic Management Program (NTMP) and Street Lights. He went over the number of traffic mitigation devices installations in each district, the number of applications received and the eligibility criteria for traffic calming measures. Mr. Bristol explained that the same crew working on the NTMP projects also address street repairs caused by the rain; meaning the monsoon season often dictates the continuation of installation projects. He ended his presentation by providing a status of residential streetlight requests.

- **Goal 8 – Healthy Community (Environmental Services, Animal Services, Community Development, Public Health)**

Ms. Nicole Ferrini, Climate and Sustainability Officer, provided Council members an overview of the priorities and planned accomplishments for the departments covered under Goal 8. These priorities included the continuation of “no kill” efforts and an increase in the number of adoptions for the Animal Services Department. As far as Community and Human Development, the priority would be on maintaining federally funded programs such as the Housing and Urban Development (HUD) entitlement programs, the American Rescue Plan (ARPA) funded initiatives, and the development of a Climate Action Plan. Environmental Services will be focusing on the upgrade of citizen collection stations, maintaining the first-time trash and recycling collection rates, and the continuity of the community black belt recycling challenge. The Public Health Department’s will prioritize accreditation, improving clinical services, and developing marketing strategies to promote services for the department.

The following City staff contributed to the presentation by answering questions posed by Council members:

- Mr. Terry Kebschull, Animal Services Director
- Chief Mario D’Agostino, Deputy City Manager
- Mr. Cary Westin, Interim City Manager
- Mr Paul Albright, Military Program Administrator
- Mr. Nicholas Ybarra, Environmental Services Director
- Dr. Hector Ocaranza, Health Authority

.....
The Special Meeting was **RECESSED** at 10:48 a.m. for a break and **RECONVENED** at 11:08 a.m.
.....

- **Exceptional Recreational, Cultural and Educational Opportunities – Dionne Mack**
 - Goal 4 – Quality of Life (Library, MCAD, Parks, Zoo)

Ms. Dionne Mack, Deputy City Manager, lead the presentation for Goal 4 and went over major variances for each one of the departments. Common to all departments were increases in compensation for employees. The Library department requested additional funding for books and security contracts. Capital funding was also requested for La Nube (Children’s Museum), along with staffing, operations and maintenance for the Mexican American Cultural Center (MACC). The Parks Department requested additional funding for parkland management, maintenance for additional dedicated parkland acreage and aquatics position adjustments for Parks and Recreation. The Zoo department’s budget increased due to the maintenance of the

new 2012 Capital Projects reaching completion. Ms. Mack also briefed Council members on planned accomplishments for FY2024 to include 16+ projects beginning construction in FY24, the completion of the Memorial Park Masterplan, reinstatement of Sunday service with the reopening of the Main Library, incorporating the City's 150th Birthday, opening of the Mexican American Cultural Center, and the addition of shade structures and parking lot enhancements at the Zoo.

Mr. Joel McKnight, Assistant Director for Parks and Recreation, presented a PowerPoint presentation on the installation of the Computerized Central Irrigation Control Project, for which \$480,000 were approved. Mr. McKnight mentioned that the irrigation system was currently running at 118 of 257 irrigated parks and highlighted a \$250,000 budget request for installation of the computerized system in 20 parks.

Mr. McKnight also presented a Park Amenities Project presentation with a request of \$1.3M to replace playgrounds, surface replacement, benches, and tables.

The following City staff members were available to answer questions posed by Council members:

- Mr. Pablo Caballero, Parks and Recreation Assistant Director
- Mr. Joel McKnight, Parks and Recreation Assistant Director
- Mr. Cary Westin, Interim City Manager
- Mr. Robert Cortinas, Chief Financial Officer
- Mr. Joe Montisano, Zoo Director
- Ms. Norma Martinez, Libraries Director
- Ms. Nicole Cote, Office of Management and Budget and Purchasing and Strategic Sourcing Managing Director

The following members of the public submitted statements that were read into the record:

1. Cina Maresca,
2. Yolanda Shaw,
3. Nicole Arellano
4. Irene Torres
5. Eva Ruybe
6. Monica Tucker

.....
The Special Meeting was **RECESSED** at 12:30 p.m. for lunch and **RECONVENED** at 1:36 p.m.
.....

- **Vibrant Regional Economy – Tracey Jerome & Sam Rodriguez**
 - Goal 1 – Economic Development (Airport, Bridges, Economic Development, Destination El Paso)
 - Goal 3 – Visual Image (Planning & Inspections)

Ms. Tracey Jerome, Senior Deputy City Manager, introduced the presentations for Goals 1 and 3, and briefed Council on the major variances for each department which included compensation increases for employees, filling vacancies at all departments, and increases in 380 agreement payments for Economic Development,

Ms. Elizabeth Triggs, Economic and International Development Director, and Assistant Director, Ms. Karina Brasgalla, presented the priorities and planned accomplishments for Goal 1. Some of these included the expansion of the non-aeronautical revenue growth, development of campaigns and programs related to ecotourism and cultural heritage, targeted redevelopment to stimulate economic growth in key areas and corridors, and the design of pedestrian improvements at the Ysleta-Zaragoza International Bridge.

The presentation also included the remodeling of the Federal Inspection Station to process international flights, construction of the Advanced Manufacturing District at the Airport, continuing the strong Hotel Occupancy at 68%, increasing sales initiatives to attract meetings and convention activity, new downtown hotel development and convention center renovations, and leverage of key City-owned land as a redevelopment tool. For International Bridges, the focus will be on upgrading the toll collection system, dynamic message signs, traffic cameras, traffic counters, and wait time collection devices.

Ms. Brasgalla also presented the priorities and planned accomplishment for Goal 3, to include the adoption of code revisions to Historic Preservation provisions and the implementation of a new building code. She also highlighted the continuation of collaborating with developers, home builders, and other partners to achieve improvements in customer service, along with the expansion of online services for licensing, permitting, and payments.

The following City staff members were available to assist by answering questions posed by Council members:

- Mr. Jose Garcia, Destination El Paso President and Chief Executive Officer
- Mr. Cary Westin, Interim City Manager
- Mr. Paul Stresow, International Bridges Assistant Director
- Mr. Philip Etiwe, Planning and Inspections Director
- Mr. Sam Rodriguez, Chief Operations Officer
- Ms. Karla Nieman, City Attorney, provided legal advice
- **High Performing Government – Robert Cortinas**
 - Goal 5 – Communication (Information Technology)
 - Goal 6 – Sound Governance (City Attorney, City Manager/OMB/PIO/Performance Office, Human Resources, City Council, City Clerk, Internal Audit, Non- Departmental, Comptroller, Purchasing, Tax)

Mr. Robert Cortinas, Chief Financial Officer, introduced the presentations for Goals 5 and 6, and reviewed the list of major variances such as increases to employee compensation, various contracts, in self-insurance fund premiums, general liability insurance and mentioned that the City Clerk Department's budget had a decrease as a result of a non-election year.

Ms. Araceli Guerra, Internal Services Managing Director, continued the presentation with the planned priorities for Goal 5, which included the implementation of the EP311 mobile app aimed at improving communications with residents, the cloud migration of Human Resources and Financials Systems, and enhancements of internet security layers.

Ms. Margarita Marin, Comptroller, presented the priorities and planned accomplishments for Goal 6. Some of these priorities included maintaining staffing levels, expanding the volunteer and internship programs, rollout of 88th Legislative Session Changes, Tax Office lobby

renovation. As a result of the newly adopted amendments to the City Charter regarding the Chief Internal Auditor's Reporting Structure, changes to the Internal Audit Charter and Departmental Policies and Procedures would be needed.

The presentation also included plans for property tax relief for the Tax Office; creating a specialized team of lawyers and staff to support the Advanced Manufacturing Development at the Airport, completion of Phases 1 and 2 of the Lean Six Sigma Green Belt Project related to standardization of Boards and Commissions at the City Clerk's Office. For the Human Resources, priorities include a review of the Workers' Compensation claims process, a new Enterprise Risk and Safety Oversight Committee, and an update to the Service Recognition Program. For the Internal Audit, the focus will be to identify and engage the next round of 20 Hotel Occupancy Tax (HOT). The Comptroller's Office seeks to complete the FY23 audit with no financial findings. The Purchasing and Strategic Sourcing Department plans to complete a disparity study, obtain the 10th Consecutive Achievement in Excellence in Procurement award, and conduct the 11th Annual Cooperative Purchasing Expo. The Performance Office's focus will be to deliver innovation projects co-created with youth, make www.eplearners.com accessible to the public, and deliver new in-house innovation training.

The following City staff members contributed to the presentation by answering questions posed by members of Council:

- Chief Mario D'Agostino, Deputy City Manager
- Ms. Karla Nieman, City Attorney
- Ms. Mary Wiggins, Chief Human Resources Officer
- Ms. Tracey Jerome, Senior Deputy City Manager
- Ms. Laura Cruz-Acosta, Strategic Communications Director
- Mr. Edmundo Calderon, Chief Internal Auditor

Mayor Leeser and Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Rivera, and Canales commented.

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Mayor Pro Tempore Anello, seconded by Representative Molinar and unanimously carried to **ADJOURN** the meeting at 3:46 p.m.

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

NAYS: None

ABSENT: Representative Fierro

.....

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-127, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



Legislation Text

File #: 23-1056, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

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

Planning and Inspections, Juan Naranjo, (915) 212-1604

AGENDA LANGUAGE:

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

A Resolution that the City Manager be authorized to sign and accept on behalf of the City Public Right-of-Way Dedication Deed from EL PASO INTERNATIONAL AIRPORT, dedicating to the CITY OF EL PASO, TEXAS for the use as public right-of-way 0.0483 acres of land legally described as a portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, City Of El Paso, El Paso County, Texas, and being more fully described by metes and bounds and surveys in Exhibits "A" and "B" of the Dedication Deed attached to the Resolution and made a part hereof for all purposes.

Subject Property: 6631 Montana Ave.

Applicant: Brock & Bustillos Inc., SURW23-00008

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

AGENDA DATE: August 29, 2023

PUBLIC HEARING DATE: August 29, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
JC Naranjo, (915) 212-1604

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:

A Resolution that the City Manager be authorized to sign and accept on behalf of the City Public Right-of-Way Dedication Deed from El Paso International Airport, dedicating to the City of El Paso, Texas for the use as public right-of-way 0.0483 acres of land legally described as a portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, City Of El Paso, El Paso County, Texas, and being more fully described by metes and bounds and surveys in Exhibits "A" and "B" of the Dedication Deed attached hereto and made a part hereof for all purposes.

Subject Property: 6631 Montana Ave.

Applicant: Brock & Bustillos Inc., SURW23-00008

BACKGROUND / DISCUSSION:

The applicant is requesting to dedicate 0.483 acres of land abutting Montana Ave. as public right-of-way. Currently, the area is partially improved and functions as a public right-of-way; however, it has not been formally dedicated to the City of El Paso. The section of Montana Ave being dedicated is 10.09 feet in width and 210.58 feet in length. The applicant will improve the area with a 10-foot sidewalk. City Plan Commission recommended 7-0 to approve the proposed dedication request on April 20, 2023.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

RESOLUTION

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

That the City Manager be authorized to sign and accept on behalf of the City Public Right-of-Way Dedication Deed from **EL PASO INTERNATIONAL AIRPORT**., dedicating to the **CITY OF EL PASO, TEXAS** for the use as public right-of-way 0.0483 acres of land legally described as a portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, City Of El Paso, El Paso County, Texas, and being more fully described by metes and bounds and surveys in Exhibits "A" and "B" of the Dedication Deed attached hereto and made a part hereof for all purposes.

APPROVED 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 Etiwe
Philip F. Etiwe, Director
Planning and Inspections Department

SURW23-00008

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 § **DEDICATION DEED**
COUNTY OF EL PASO §

KNOW ALL MEN BY THESE PRESENTS: That **El Paso International Airport**, ("Grantor"), does hereby DEDICATE, GRANT, and CONVEY to the City of El Paso, Texas, ("Grantee"), as right-of-way for public street and utility purposes, including the right of ingress, egress, and regress therein, and easements to construct, maintain, public streets and utilities, or any other public purpose authorized by Local Government Code Section 273.001 and deemed necessary by Grantee into and through all that certain real property located in the City of El Paso, County of El Paso, State of Texas being 0.0483 acres of land legally described as:

A 0.0483-acre portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds and surveys in Exhibits "A" and "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above conveyed property for the purposes aforesaid unto the City of El Paso, its successors and assigns, forever and the Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular the rights herein granted, unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures and seal this ____ day of _____, 2023.

City of El Paso:

By: _____
City of El Paso

(Acknowledgment on following page)

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____
2023, by _____ as _____ on behalf of **City of
El Paso.**

My Commission Expires: _____

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

GRANTEE
CITY OF EL PASO

By: _____
Cary Westin, Interim City Manager

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

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me this _____ day of _____ 2023,
by Cary Westin, Interim City Manager of the City of El Paso, a municipality, on behalf
of said municipality.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

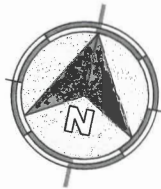
AFTER RECORDING, RETURN TO:

City of El Paso
Planning & Inspections Department – Planning Division
Attn: Planning Director
801 Texas Avenue
El Paso, Texas 79901

Feb 27, 2023 - 1:46pm agonzalez
S:\Projects\05100- City of El Paso\116A- CRISO505TOMO ROW DEDICATION\05100-116A-C3D05100-116A - CRISO505TOMO ROW VACATION.dwg

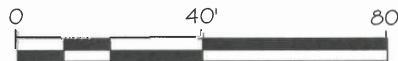
LEGEND

- PROJECT BOUNDARY
- CENTERLINE OF RIGHT-OF-WAY
- EASEMENT LINE
- OVERHEAD ELECTRIC LINE
- WATER LINE
- CHAIN LINK FENCE
- WATER METER
- WATER VALVE
- BACK FLOW PREVENTOR VALVE
- WATER VALVE VAULT
- ELECTRIC/TRAFFIC SIGNAL BOX
- POWER/UTILITY POLE
- LIGHT POLE/STANDARD
- GAS METER
- UNDERGROUND CABLE/TELEPHONE RISER
- SINGLE SIGNAL LIGHT POST
- GUY ANCHOR
- PARKING/ROAD SIGN
- BOLLARD
- CONCRETE AREA
- EXISTING BUILDING
- EL PASO CENTRAL APPRAISAL DISTRICT
- LOT NUMBER
- BLOCK NUMBER



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N01°01'53"W	10.09
L2	S01°01'53"E	10.09



SCALE: 1" = 40'

SUPPLEMENTAL NOTES

- SUBJECT PROPERTY IS LOCATED IN ZONE "C" (DESIGNATES AREAS OF MINIMAL FLOODING) AS DETAILED ON CITY OF EL PASO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480214 0035B, DATED OCTOBER 15, 1982.
- SUBJECT PROPERTY IS ZONED "SCZ SD3" (SMART CODE-SPECIAL DISTRICT) AS DESIGNATED AT THE CITY OF EL PASO G.I.S. WEBSITE <http://gis.elpasotexas.gov/pdnmapajs>.

REFERENCE NOTES

- SUBDIVISION PLAT FOR EL PASO INTERNATIONAL AIRPORT TRACTS FILED IN BOOK. 28, PAGE. 46 OF THE EL PASO COUNTY PLAT RECORDS.
- LEASE BOUNDARY & IMPROVEMENT SURVEY FOR LOT 15 AND A PORTION OF LOT 14, BLOCK 5, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 3 REPLAT BY BROCK & BUSTILLOS, INC. JOB. NO. 05100-109, DATED 10/13/2020.

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

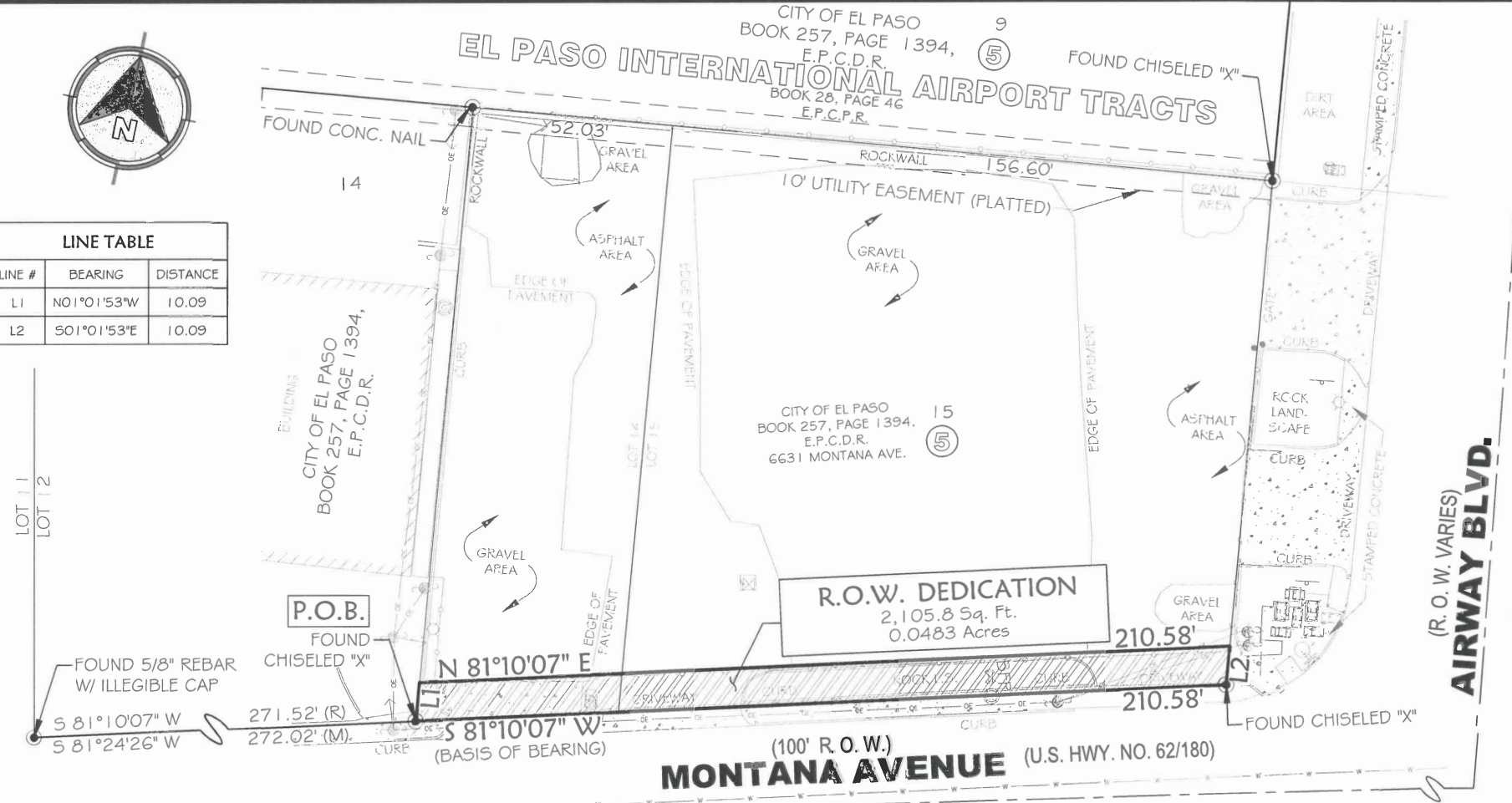
AARON ALVARADO, TX. R.P.L.S. NO. 6223

03/10/23



FILE NO:5100-116A

EL PASO INTERNATIONAL AIRPORT TRACTS



R.O.W. DEDICATION

DRAWN BY: J.M. CHECKED BY: A.A. DATE: 01-30-2023 SCALE: 1" = 40'

A PORTION OF LOTS 14 & 15, BLOCK 5,
EL PASO INTERNATIONAL AIRPORT TRACTS REPLAT OF UNIT 3,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.



BROCK & BUSTILLOS INC.

CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737
TBPLS REG. NO. 101314-00

417 EXECUTIVE CENTER~EL PASO, TX 79902~PH (915) 542-4900
FAX (915) 542-2867~WWW.BROCKBUSTILLOS.COM

EXHIBIT B



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 (R.O.W. DEDICATION)

A 0.0483 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

BEGINNING at a chiseled "X" found in concrete along the northerly right-way-line of Montana Avenue (U.S. Hwy. No. 62/180) (100 feet wide); **WHENCE**, a 5/8 rebar with survey cap illegible found along the northerly right-of-way line of said Montana Avenue, identical to the southwest corner of Lot 12, Block 5, El Paso International Airport Tracts Replat of Unit 3, bears South 81°10'07" West (South 81°24'26" West~measured), a distance of 271.52 feet (272.02 feet~measured);

THENCE, leaving the northerly right-of-way line of said Montana Avenue, North 01°01'53" West, a distance of 10.09 feet to the northwest corner of the parcel herein described;

THENCE, North 81°10'07" East, a distance of 210.58 feet to the westerly right-of-way line of Airway Boulevard (variable width) for the northeast corner of the parcel herein described;

THENCE, following the westerly right-of-way line of said Airway Boulevard, South 01°01'53" East, a distance of 10.09 feet to a chiseled "X" found on the northerly right-of-way line of said Montana Avenue for the southwest corner of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said Airway Boulevard and following the northerly right-of-way line of said Montana Avenue, South 81°10'07" West, a distance of 210.58 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.0483 acres (2,105.8 square feet), more or less, and being subject to any easements, restrictions or covenants of record.

Aaron Alvarado, R.P.L.S. TX 6223

Date: January 30, 2023

05100-116A-ROW DEDICATION-DESC.doc



Montana ROW Dedication

City Plan Commission — April 20, 2023 **(REVISED)**



CASE NUMBER/TYPE:	SURW23-00008 – RIGHT-OF-WAY DEDICATION
CASE MANAGER:	Stephanie Barrios-Urrieta, (915) 212-1585, Barrios-UrrietaS@elpasotexas.gov
PROPERTY OWNER:	El Paso International Airport (City of El Paso)
REPRESENTATIVE:	Brock & Bustillos Inc.
LOCATION:	West of Airway Blvd and North of Montana Ave (District 3)
PROPERTY AREA:	00.0483 acres
ZONING DISTRICT(S):	SCZ (Smart Code)

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of Montana ROW Dedication.

Montana ROW Dedication



Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is requesting to dedicate 0.483 acres of land abutting Montana Ave. as public right-of-way. Currently, the area is partially improved and functions as a public right-of-way; however, it has not been formally dedicated to the City of El Paso. The section of Montana Ave being dedicated is 10.09 feet in width and 210.58 feet in length. The applicant will improve the area with a 10-foot sidewalk.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	SCZ (Smart Code) / Vacant
South	C-2 (Commercial) and C-4 (Commercial) / Commercial development
East	SCZ (Smart Code) / Commercial development
West	SCZ (Smart Code) / Commercial development
Nearest Public Facility and Distance	
Park	Edgemere Park (0.38 mi)
School	Burges High School (0.61 mi)
Plan El Paso Designation	
G3 Post-War	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: N/A

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission has the authority to advise City Council on right-of-way dedication 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 request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
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.
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

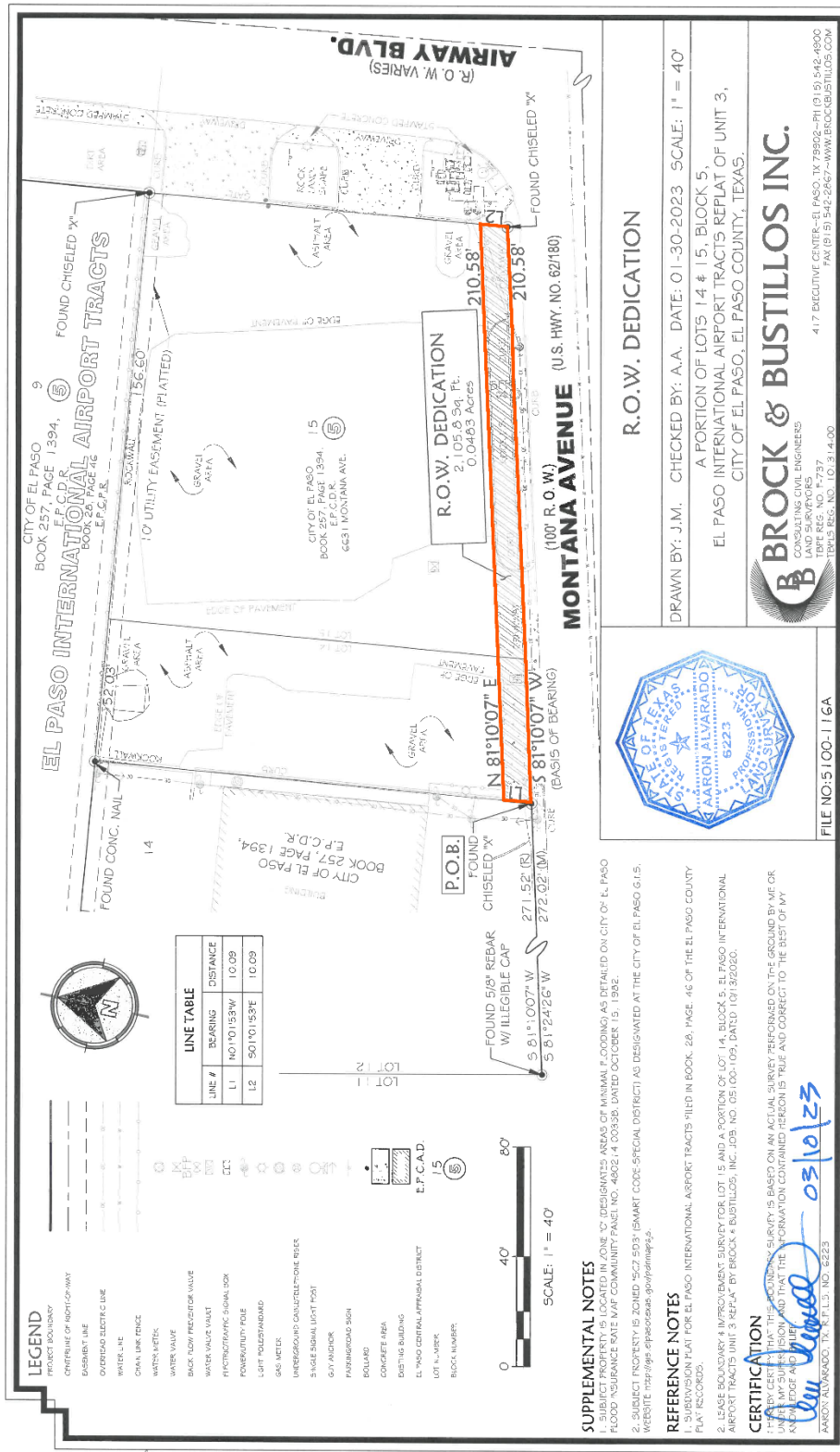
ATTACHMENT 1

Montana ROW Dedication



This map is designed for Bureau use only. The Bureau depicted here are approximate and more accurate data may be required to draw accurate conclusions. Enlargements of the map to scales greater than 1:10,000 may contain errors and may lead to misinterpretation of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

ATTACHMENT 2



ATTACHMENT 3



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

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

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THENCE, leaving the northerly right-of-way line of said Montana Avenue, North 01°01'53" West, a distance of 10.09 feet to the northwest corner of the parcel herein described;

THENCE, North 81°10'07" East, a distance of 210.58 feet to the westerly right-of-way line of Airway Boulevard (variable width) for the northeast corner of the parcel herein described;

THENCE, following the westerly right-of-way line of said Airway Boulevard, South 01°01'53" East, a distance of 10.09 feet to a chiseled "X" found on the northerly right-of-way line of said Montana Avenue for the southwest corner of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said Airway Boulevard and following the northerly right-of-way line of said Montana Avenue, South 81°10'07" West, a distance of 210.58 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.0483 acres (2,105.8 square feet), more or less, and being subject to any easements, restrictions or covenants of record.

Aaron Alvarado, R.P.L.S. TX 6223

Date: January 30, 2023

05100-116A-ROW DEDICATION-DESC.doc



ATTACHMENT 4



DEDICATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 01/27/2023

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 dedicate the following: (check one)
Street ☒ Alley ☐ Easement ☐ Other ☐
Street Name(s) Montana Avenue (US HWY No. 62/180) Subdivision Name El Paso International Airport Tracts Replat Unit 3
Abutting Blocks Block 5 Abutting Lots Lot 14 and Lot 15
3. Reason for dedication request: To provide pedestrian traffic a safer and wider walkway when traversing across the frontage of said
Lots 14 and 15 abutting the north side of Montana Avenue.
4. Surface Improvements located in subject property to be dedicated:
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 dedicated 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 dedicated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
_____	<u>El Paso International Airport Tracts Replat Unit 3</u>	<u>915-212-0065</u>
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Dedications 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 Dedication. I/We further understand that the fee, if the Dedication 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 dedication 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: R. Brock

REPRESENTATIVE SIGNATURE: [Signature]

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

Planning recommends approval of the request.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend Approval.

The Developer/Engineer shall address the following comments.

1. Closure report is compliant.

Parks and Recreation Department

We have reviewed Montana ROW Dedication, a survey map and on behalf of Parks & Recreation Department, we offer "No" objections to this proposed right of way dedication.

Sun Metro

No comments received.

Fire Department

No comments received.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has no objections to ROW dedication.

Capital Improvement Department

No comments received.

El Paso Water

EPWater-PSB does not object to this request.

Water:

There is an existing 12-inch diameter water main that extends along Montana Ave. located approximately 24 feet south of the northern right-of-way line. This main is available for service.

There is an existing 12-inch diameter water main that extends along Airway Blvd. located approximately 55 feet west from the eastern right-of-way line. This main is available for service.

EPWater records show a vacant one (1) 1-inch and one (1) 2-inch water services serving the subject property. The service address for these services is 6631 Montana Ave.

Previous water pressure from fire hydrant #03061, located on Montana Ave., 300 feet west of Airway Blvd. in the median, has yielded a static pressure of 78 pounds per square inch (psi), a residual pressure of 74 (psi), and a discharge of 1,256 gallons per minute (gpm).

Sanitary Sewer:

There is an existing 12-inch diameter sanitary sewer main that extends along Montana Ave., located approximately 18 feet north of the southern right-of-way line. This main is available for service.

There is an existing 12-inch diameter sanitary sewer main that extends along Airway Blvd., located approximately 35 feet east of the western right-of-way line. This main is available for service.

General:

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

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

Texas Gas

Pending.

El Paso Electric

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

Please verify sidewalk will be leveled to existing sidewalk

Please verify curb and gutter will be included.

(Comments to be addressed at the building permit phase.)

El Paso County

No comments received.

El Paso County Water Improvement District #1

The attached item is not within the boundaries of EPCWID1.



Legislation Text

File #: 23-1060, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

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

Planning and Inspections, Jorge Olmos, (915) 212-1607

AGENDA LANGUAGE:

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

A Resolution that the City Manager be authorized to sign and accept on behalf of the City Public Right-of-Way Dedication Deed from RIVER OAKS PROPERTIES, LTD., dedicating to the CITY OF EL PASO, TEXAS for the use as public right-of-way 0.11 acres of land legally described as a portion of Tract 5C8, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas, and being more fully described by metes and bounds and surveys in Exhibits "A" and "B" of the Dedication Deed attached to the Resolution and made a part hereof for all purposes.

Subject Property: Sioux Drive

Applicant: River Oaks Properties, LTD., SURW23-00007

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

AGENDA DATE: August 29, 2023
PUBLIC HEARING DATE: August 29, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Jorge Olmos, (915) 212-1607

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:

A Resolution that the City Manager be authorized to sign and accept on behalf of the City Public Right-of-Way Dedication Deed from RIVER OAKS PROPERTIES, LTD., dedicating to the CITY OF EL PASO, TEXAS for the use as public right-of-way 0.11 acres of land legally described as a portion of Tract 5C8, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas, and being more fully described by metes and bounds and surveys in Exhibits "A" and "B" of the Dedication Deed attached hereto and made a part hereof for all purposes.

Subject Property: Sioux Drive
Applicant: River Oaks Properties, LTD., SURW23-0007

BACKGROUND / DISCUSSION:

Applicant is requesting to dedicate an improved portion of private property as public right-of-way in order to formalize an existing situation. The City Plan Commission recommended 8-0 to approve the proposed vacation request on April 6, 2023. As of July 10, 2023, the Planning Division has not received any communication in support or opposition to the dedication request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

RESOLUTION

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

That the City Manager be authorized to sign and accept on behalf of the City Public Right-of-Way Dedication Deed from **RIVER OAKS PROPERTIES, LTD.**, dedicating to the **CITY OF EL PASO, TEXAS** for the use as public right-of-way 0.11 acres of land legally described as a portion of Tract 5C8, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas, and being more fully described by metes and bounds and surveys in Exhibits "A" and "B" of the Dedication Deed attached hereto and made a part hereof for all purposes.

APPROVED 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

SURW23-00007

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 § **DEDICATION DEED**
COUNTY OF EL PASO §

KNOW ALL MEN BY THESE PRESENTS: That **River Oaks Properties, Ltd.**, (“Grantor”), does hereby DEDICATE, GRANT, and CONVEY to the City of El Paso, Texas, (“Grantee”), as right-of-way for public street and utility purposes, including the right of ingress, egress, and regress therein, and easements to construct, maintain, public streets and utilities, or any other public purpose authorized by Local Government Code Section 273.001 and deemed necessary by Grantee into and through all that certain real property located in the City of El Paso, County of El Paso, State of Texas being 0.11 acres of land legally described as:

A portion of Tract 5C8, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds and surveys in Exhibits "A" and “B” attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above conveyed property for the purposes aforesaid unto the City of El Paso, its successors and assigns, forever and the Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular the rights herein granted, unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures and seal this _____ day of _____, 2023.

City of El Paso:

By: _____
City of El Paso

(Acknowledgment on following page)

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____
2023, by _____ as _____ on behalf of **City of
El Paso.**

My Commission Expires:

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

GRANTEE
CITY OF EL PASO

By:

Cary Westin, Interim City Manager

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

STATE OF TEXAS)
)
COUNTY OF EL PASO)

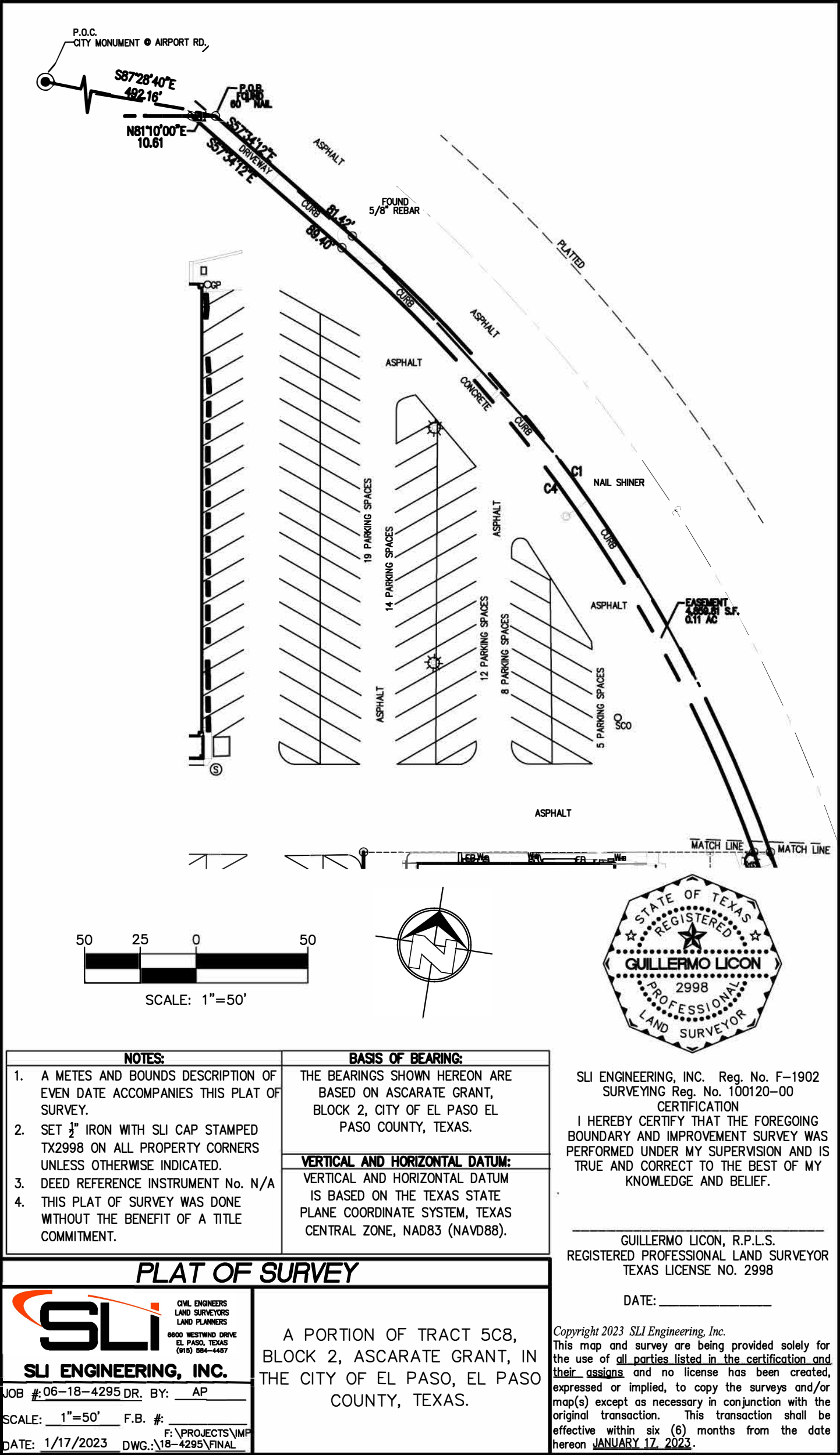
This instrument was acknowledged before me this _____ day of _____ 2023, by
Tomás González, City Manager of the City of El Paso, a municipality, on behalf of said
municipality.

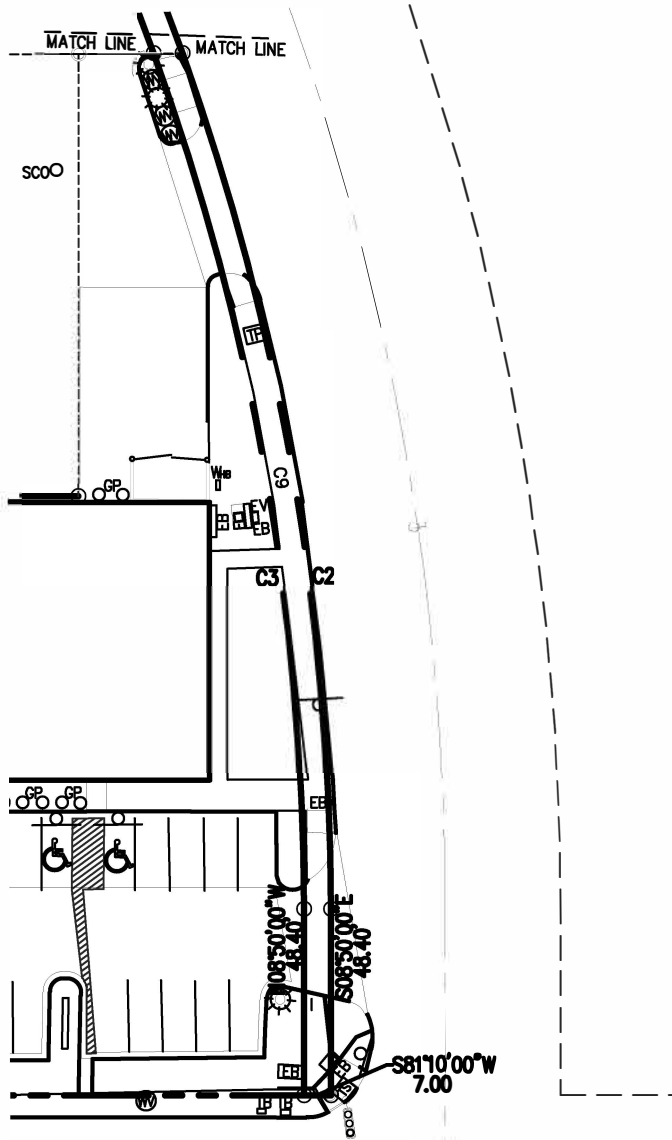
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING, RETURN TO:

City of El Paso
Planning & Inspections Department – Planning Division
Attn: Planning Director
801 Texas Avenue
El Paso, Texas 79901

SURW23-00007



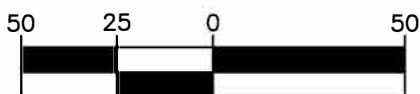


LEGEND

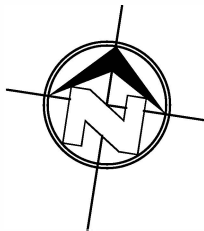
PLATTED	-----
TIE LINE	-----
BOUNDARY LINE	-----
CITY MONUMENT	⊙

BASIS OF BEARING:

FOUND EXISTING CITY MONUMENT
LYING AT THE INTERSECTION OF THE
CENTERLINE OF CHERBOURG AVENUE
AND AIRPORT ROAD.



SCALE: 1"=50'



NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY.
2. SET $\frac{1}{2}$ " IRON WITH SLI CAP STAMPED TX2998 ON ALL PROPERTY CORNERS UNLESS OTHERWISE INDICATED.
3. DEED REFERENCE INSTRUMENT No. N/A
4. THIS PLAT OF SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE
BASED ON ASCARATE GRANT,
BLOCK 2, CITY OF EL PASO EL
PASO COUNTY, TEXAS.

VERTICAL AND HORIZONTAL DATUM:

VERTICAL AND HORIZONTAL DATUM
IS BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, TEXAS
CENTRAL ZONE, NAD83 (NAVD88).

SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00
CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING
BOUNDARY AND IMPROVEMENT SURVEY WAS
PERFORMED UNDER MY SUPERVISION AND IS
TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

PLAT OF SURVEY



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6800 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB #: 06-18-4295 DR. BY: AP

SCALE: 1"=50' F.B. #:

DATE: 1/17/2023 DWG.: 18-4295\FINAL

A PORTION OF TRACT 5C8,
BLOCK 2, ASCARATE GRANT, IN
THE CITY OF EL PASO, EL PASO
COUNTY, TEXAS.

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the use of all parties listed in the certification and
their assigns and no license has been created,
expressed or implied, to copy the surveys and/or
map(s) except as necessary in conjunction with the
original transaction. This transaction shall be
effective within six (6) months from the date
hereon JANUARY 17, 2023.

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	336.51	662.32	171.97	332.91	N43°01'01"W	29°06'39"
C2	226.92	662.32	114.58	225.81	S18°38'54"E	19°37'48"
C3	227.02	655.32	114.66	225.88	N39°56'06"W	19°50'54"
C4	330.46	655.32	168.82	326.97	N39°56'06"W	28°53'33"

METES AND BOUNDS
Kenworthy

A portion of Tract 5C8, Block 2, Ascarate Grant, in the city of El Paso, El Paso County, Texas, and is more particularly described by Metes and Bound as follows:

Commencing at a city monument found on the northerly line of said Tract 5 and the monument line of Airport Road, formerly Fred Wilson Road; THENCE South 87°28'40" West, a distance of 492.16 feet to a point, said point also being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, South 57°34'12" East, along the westerly right-of-way line of Sioux Drive, a distance of 81.42 feet to a point for a curve;

THENCE, along said right-of-way, 336.51 feet, along the arc of a curve to the right, having a radius of 662.32 feet, a central angle of 29°06'39" and chord which bears South 43°01'01" West, a distance of 332.91 feet to a point for a curve;

THENCE, along said right-of-way, 226.92 along the arc of a curve to the right, having a radius of 662.32 a central angle of 19°37'48" and chord which bears South 18°38'54"East, a distance of 225.81 feet to a point for a property corner;

THENCE, South 08°50'00" East, along the westerly right-of-way line of Sioux Drive, a distance of 48.40 feet to a point for property corner;

THENCE, South 81°10'00" West, a distance of 7.00 feet to a point for a property corner;

THENCE, North 08°10'00" West, a distance of 48.40 feet to a point for a curve;

THENCE, 227.02 feet, along the arc of a curve to the right, having a radius of 655.32 feet, a central angle of 19°50'54" and chord which bears North 39°56'06" West, a distance of 225.88 feet to a point for a curve;

THENCE, 330.46 feet, along the arc of a curve to the left, having a radius of 655.32 feet, a central angle of 28°53'33" and chord which bears North 39°56'06" West, a distance of 326.97 feet to a point for boundary corner;

THENCE, North 81°10'00" East, a distance of 10.61 feet to the "TRUE POINT OF BEGINNING" of this property description.

Said parcel of land containing 4,859.81 Sq. Ft. (0.11 Acres) of land, more or less.



SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00
CERTIFICATION


I HEREBY CERTIFY THAT THE FOREGOING
BOUNDARY AND IMPROVEMENT SURVEY WAS
PERFORMED UNDER MY SUPERVISION AND IS
TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

[Signature]

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 08-01-2023

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CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

6800 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

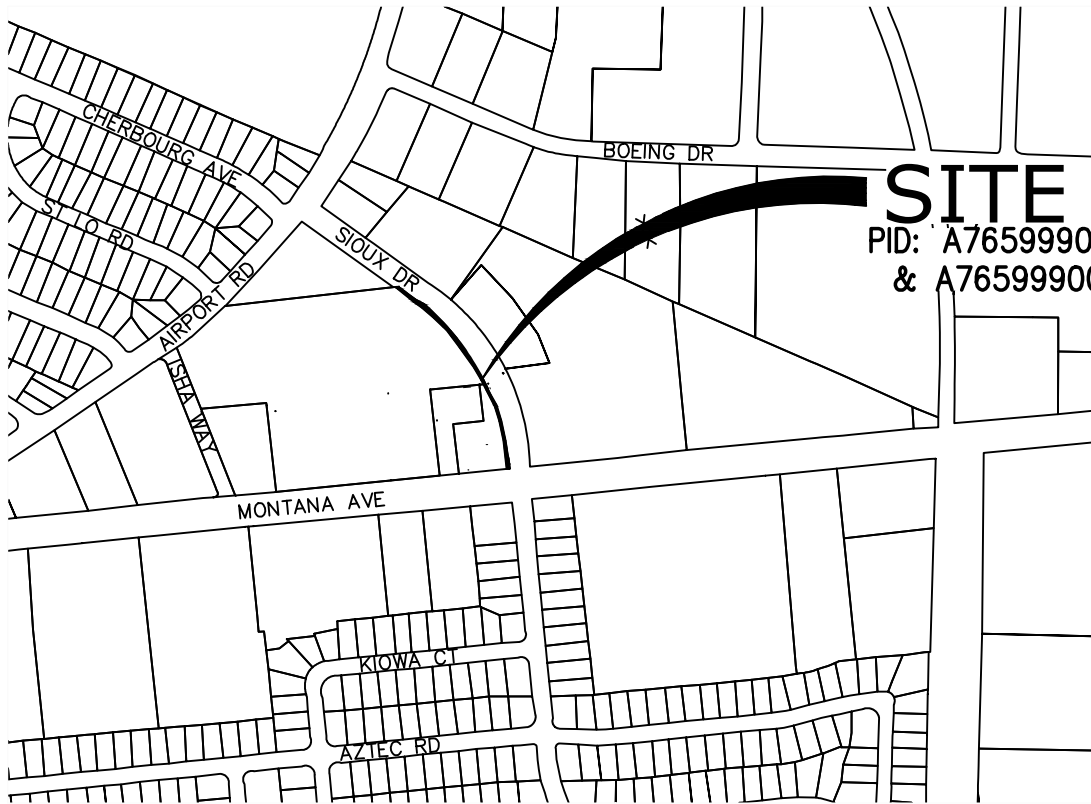
JOB #: 06-18-4295 DR. BY: AP

SCALE: 1"=50' F.B. #:

DATE: 1/17/2023 DWG.: 18-4295\FINAL

PLAT OF SURVEY

A PORTION OF TRACT 5C8,
BLOCK 2, ASCARATE GRANT, IN
THE CITY OF EL PASO, EL PASO
COUNTY, TEXAS.



SCALE: 1"=600'



SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00
CERTIFICATION

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KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 08-01-2023

PLAT OF SURVEY



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(915) 584-4457

SLI ENGINEERING, INC.

JOB #: 06-18-4295 DR. BY: AP

SCALE: 1"=50' F.B. #: F:\PROJECTS\IMP

DATE: 1/17/2023 DWG.: 18-4295\FINAL

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Sioux Right-of-Way Dedication

City Plan Commission — April 6, 2023



CASE NUMBER/TYPE:	SURW23-00007 – RIGHT-OF-WAY DEDICATION
CASE MANAGER:	Stephanie Barrios-Urrieta, (915) 212-1585, Barrios-UrrietaS@elpasotexas.gov
PROPERTY OWNER:	River Oaks Properties, Ltd.
REPRESENTATIVE:	SLI Engineering, Inc.
LOCATION:	West of Airway Blvd. and North of Montana Ave (District 3)
PROPERTY AREA:	0.11 acres
ZONING DISTRICT(S):	C-4/sp (Commercial/special permit)

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the Sioux Right-of-Way Dedication.

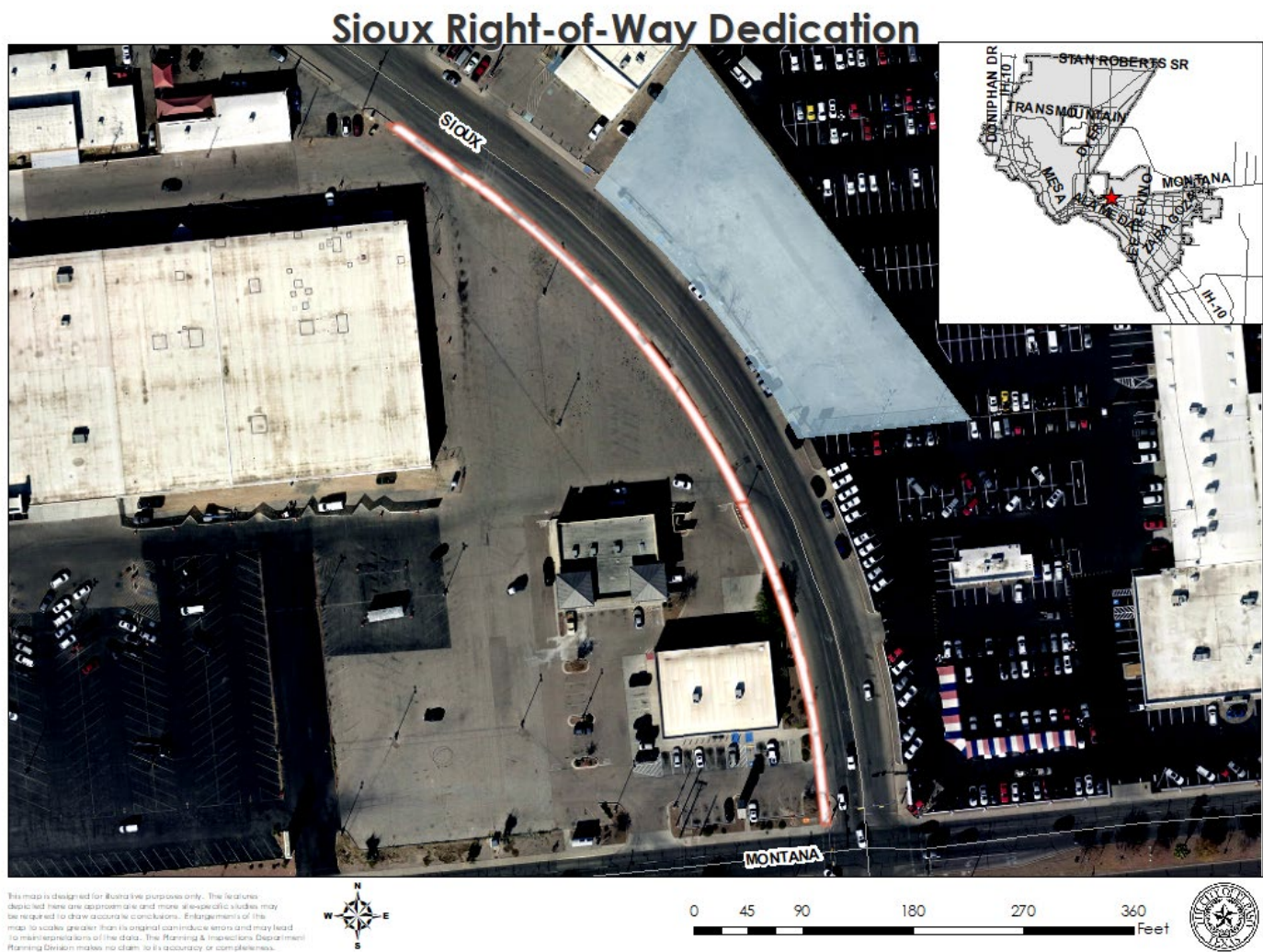


Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is dedicating 0.11 acres of land as public-right-of-way. The dedication measures 7 to 10 feet in width and 557.48 feet in length. Currently, the area is improved and functions as a public right-of-way; however, it has not been formally dedicated to the 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	C-4 (Commercial) / Commercial development
South	C-4/sp (Commercial/special permit) / Commercial development
East	C-4 (Commercial) / Commercial development
West	C-4/sp (Commercial/special permit) / Commercial development
Nearest Public Facility and Distance	
Park	Normandy Park (.27mi)
School	Hughey Elementary School (.33 mi)
Plan El Paso Designation	
G-7 Industrial and/or Railyards	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: N/A

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission has the authority to advise City Council on right-of-way dedication 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 request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
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.
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.

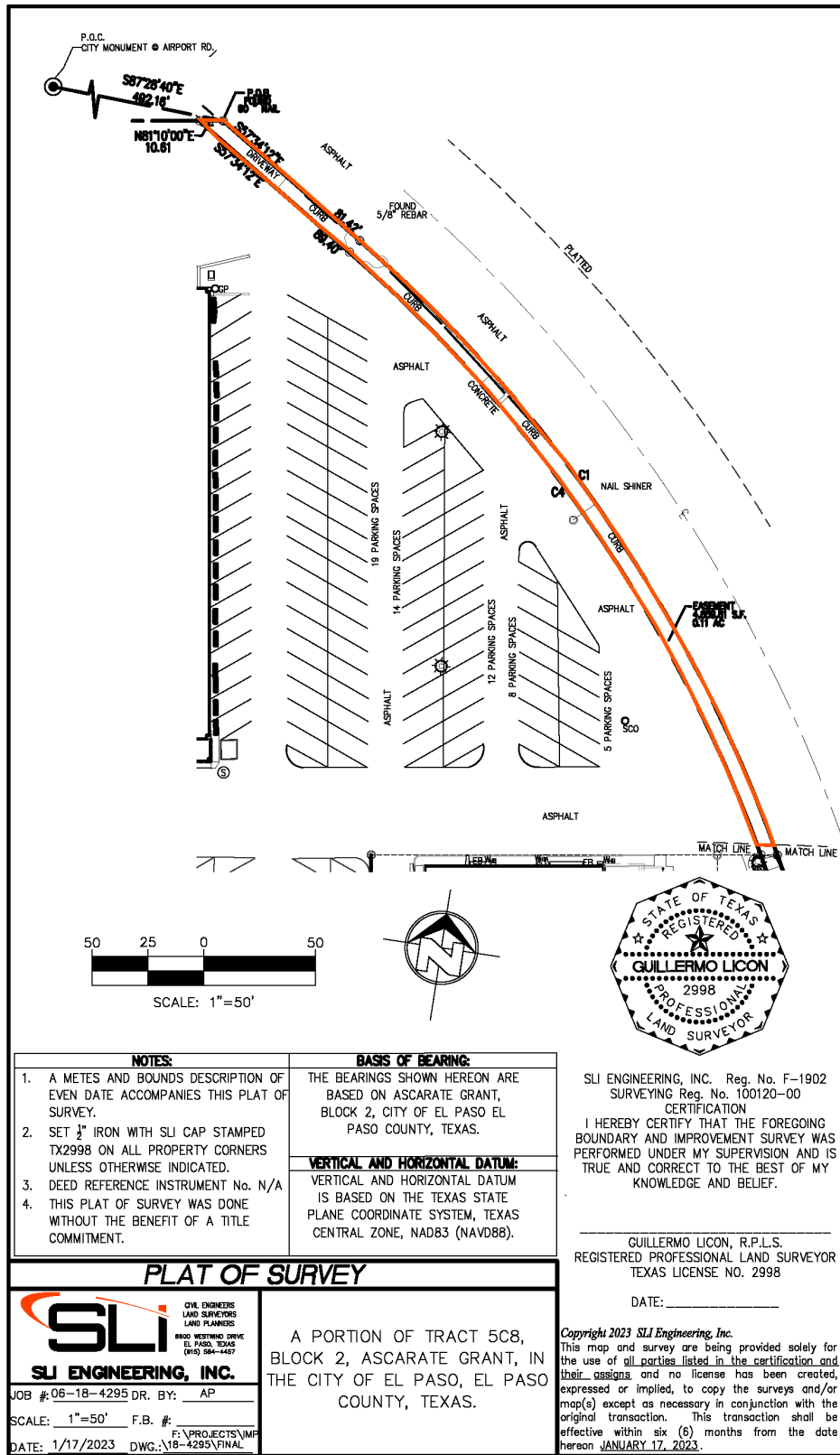
ATTACHMENTS:

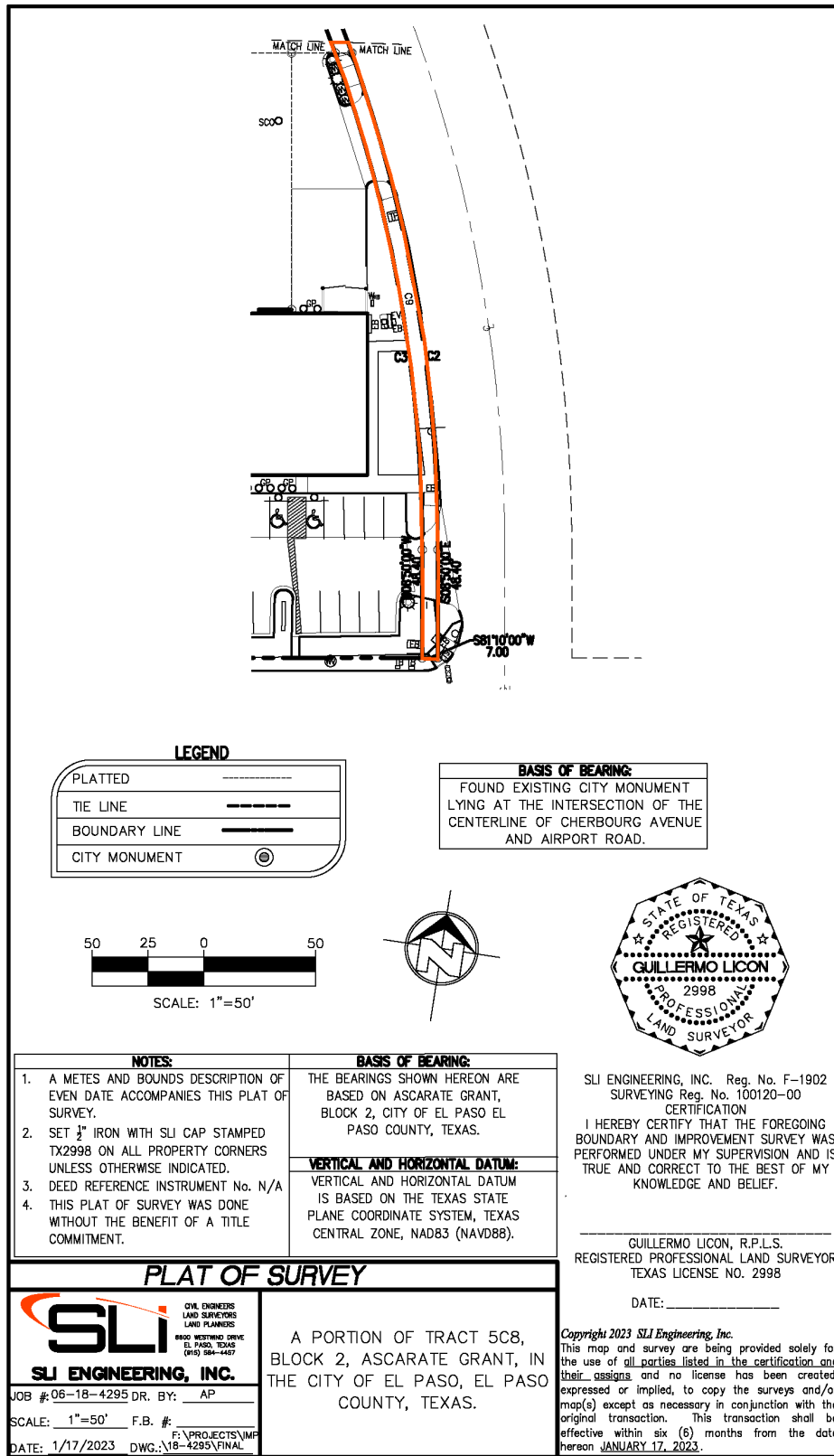
1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

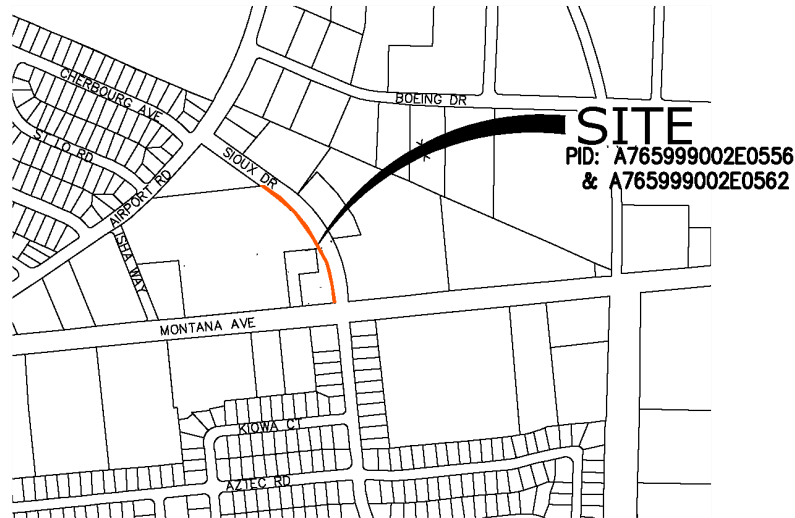
ATTACHMENT 1



ATTACHMENT 2







SCALE: 1"=600'



SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00
CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING
BOUNDARY AND IMPROVEMENT SURVEY WAS
PERFORMED UNDER MY SUPERVISION AND IS
TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

PLAT OF SURVEY



JOB #: 06-18-4295 DR. BY: AP
SCALE: 1"=50' F.B. #: F:\PROJECTS\MP
DATE: 1/17/2023 DWG.: 18-4295\FINAL

A PORTION OF TRACT 5C8,
BLOCK 2, ASCARATE GRANT, IN
THE CITY OF EL PASO, EL PASO
COUNTY, TEXAS.

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ATTACHMENT 3

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	336.51	662.32	171.97	332.91	N43°01'01"W	29°06'39"
C2	226.92	662.32	114.58	225.81	S18°38'54"E	19°37'48"
C3	227.02	655.32	114.66	225.88	N39°56'06"W	19°50'54"
C4	330.46	655.32	168.82	326.97	N39°56'06"W	28°53'33"

METES AND BOUNDS Kenworthy

A portion of Tract 5C8, Block 2, Ascarate Grant, in the city of El Paso, El Paso County, Texas, and is more particularly described by Metes and Bound as follows:

Commencing at a city monument found on the northerly line of said Tract 5 and the monument line of Airport Road, formerly Fred Wilson Road; THENCE South 87°28'40" West, a distance of 492.16 feet to a point, said point also being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, South 57°34'12" East, along the westerly right-of-way line of Sioux Drive, a distance of 81.42 feet to a point for a curve;

THENCE, along said right-of-way, 336.51 feet, along the arc of a curve to the right, having a radius of 662.32 feet, a central angle of 29°06'39" and chord which bears South 43°01'01" West, a distance of 332.91 feet to a point for a curve;

THENCE, along said right-of-way, 226.92 along the arc of a curve to the right, having a radius of 662.32 a central angle of 19°37'48" and chord which bears South 18°38'54" East, a distance of 225.81 feet to a point for a property corner;

THENCE, South 08°50'00" East, along the westerly right-of-way line of Sioux Drive, a distance of 48.40 feet to a point for property corner;

THENCE, South 81°10'00" West, a distance of 7.00 feet to a point for a property corner;

THENCE, North 08°10'00" West, a distance of 48.40 feet to a point for a curve;

THENCE, 227.02 feet, along the arc of a curve to the right, having a radius of 655.32 feet, a central angle of 19°50'54" and chord which bears North 39°56'06" West, a distance of 225.88 feet to a point for a curve;

THENCE, 330.46 feet, along the arc of a curve to the left, having a radius of 655.32 feet, a central angle of 28°53'33" and chord which bears North 39°56'06" West, a distance of 326.97 feet to a point for boundary corner;

THENCE, North 81°10'00" East, a distance of 10.61 feet to the "TRUE POINT OF BEGINNING" of this property description.

Said parcel of land containing 4,859.81 Sq. Ft. (0.11 Acres) of land, more or less.



SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00
CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING
BOUNDARY AND IMPROVEMENT SURVEY WAS
PERFORMED UNDER MY SUPERVISION AND IS
TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

PLAT OF SURVEY



JOB #: 06-18-4295 DR. BY: AP
SCALE: 1"=50' F.B. #: F:\PROJECTS\JMP
DATE: 1/17/2023 DWG.: 18-4295\FINAL

A PORTION OF TRACT 5C8,
BLOCK 2, ASCARATE GRANT, IN
THE CITY OF EL PASO, EL PASO
COUNTY, TEXAS.

Copyright 2023 SLI Engineering, Inc.

This map and survey are being provided solely for the use of all parties listed in the certification and their assigns and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon JANUARY 17, 2023.

ATTACHMENT 4



DEDICATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: January 17, 2023

File No. _____

1. APPLICANTS NAME River Oaks Properties, Ltd.
ADDRESS 5678 N. Mesa Street, El Paso, Texas ZIP CODE 79912 TELEPHONE (915) 225-5700
2. Request is hereby made to dedicate the following: (check one)
Street ☐ Alley ☐ Easement ☐ Other ☒
Street Name(s) 6375 Montana Avenue, El Paso TX 79925 Subdivision Name Ascarate Tract 5-C-8
Abutting Blocks _____ Abutting Lots Application owns all of the abutting lots in 2 ASCARATE TR 5-C-8
3. Reason for dedication request: A portion of the sidewalk along the west side of Sloux Drive is within Applicant's property line
4. Surface Improvements located in subject property to be dedicated:
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 dedicated 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 dedicated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
<u>[Signature]</u>	<u>2 Ascarate Tract 5-C-8</u>	<u>(915) 225 5700</u>
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Dedications 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 Dedication. I/We further understand that the fee, if the Dedication 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 dedication 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: [Signature] REPRESENTATIVE SIGNATURE: [Signature]
REPRESENTATIVE (PHONE): (915) 241-6975
REPRESENTATIVE (E-MAIL): Don R. Mendoza dmendoza@ropelpaso.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

Planning does not object to the dedication of part of Sioux Dr.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend **Approved**.

The Developer/Engineer shall address the following comments.

1. No objections to proposed ROW dedication.

Parks and Recreation Department

We have reviewed **Sioux ROW dedication**, a survey map and on behalf of Parks & Recreation Department, we offer "No" objections to this proposed right of way dedication.

Sun Metro

No comments received.

Fire Department

No comments received.

Streets and Maintenance Department

No objections.

Capital Improvement Department

No comments received.

El Paso Water

EPWater-PSB does not object to this request.

Water:

There is an existing 6-inch diameter water main that extends within a 15-foot PSB easement parallel to Sioux Dr., located approximately 12-feet east of the east right-of-way line. The main is realigned to Sioux Dr., approximately 800-feet south of Airport Rd., and is located approximately 5-feet west of the east right-of-way line. The main dead-ends approximately 880-feet south of Airport Rd. This main is available for service.

EPWater records indicate an active 2-inch domestic water meter serving the subject property. The service address for this meter is 6375 Montana Ave.

EPWater records indicate two (2) active 1-inch domestic water meters, a 1-inch yard meter, and a ¾-inch domestic water meter serving the subject property. The service address for these meters is 1601 Sioux Dr.

Previous water pressure from fire hydrant #2946, located on Sioux Dr. approximately 430-feet south of Airport Rd., has yielded a static pressure of 88 (psi), a residual pressure of 70 (psi), and a discharge of 1,087 (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 within the 15-foot PSB easement mentioned above, located approximately 5-feet east of the east right-of-way line. This main dead-ends approximately 750-feet south of Airport Rd. This main is available for service.

General:

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

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

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 right-of-way is not within the boundaries of EPWID1



Legislation Text

File #: 23-1160, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

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

AGENDA LANGUAGE:

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

A Resolution that the closure of right-of-way within the City of El Paso for the Mike G's Downtown Birthday Block Party from 12:00 p.m. to 1:00 a.m. on Sunday, September 3, 2023, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for a portion of Texas Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV23-00068)

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

AGENDA DATE: August 29, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida Martinez, (915) 212-1605

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #4 Enhance El Paso's quality of life through recreational, cultural and educational environments

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

A Resolution that the closure of right-of-way within the City of El Paso for the Mike G's Downtown Birthday Block Party from 12:00 p.m. to 1:00 a.m. on Sunday, September 3, 2023, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for a portion of Texas Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV23-00068)

BACKGROUND / DISCUSSION:

EVENT NAME: The Mike G's Downtown Birthday Block Party
PERMIT CASE NUMBER: CSEV23-00068
EVENT DATE/HOURS: Sunday, September 3, 2023, at 12:00 p.m. to 1:00 a.m, Monday September 4, 2023
TRAFFIC CONTROL: Saturday, September 2, 2023, at 5:00 p.m. to 6:00 a.m, Monday, September 4, 2023
STATE ROW IN USE: Texas Avenue
APPLICANT: Anthony Flores

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

RESOLUTION

WHEREAS, The Mike G's Downtown Birthday Block Party (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the **Mike G's Downtown Birthday Block Party from 12:00 p.m. on Sunday, September 3, 2023, to 1:00 a.m. on Monday, September 4, 2023** (hereinafter referred to as the “Event”); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the “City”) has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the “State”) owns and operates a system of highways for public use and benefit, including **Texas Street** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of right-of-way within the City of El Paso for the **Mike G's Downtown Birthday Block Party from 5:00 p.m. on Saturday, September 2, 2023, to 6:00 a.m. on Monday, September 4, 2023**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for a portion of **Texas Avenue between Campbell Street and Ochoa Street** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

(Signatures Begin on Following Page)

APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department



City of El Paso

Streets and Maintenance

Traffic Control Permit



Site Address: 601 TEXAS AVE, EL PASO, TEXAS 79901

Permit No: **EPTC23-03364**

Issued: **08/15/2023**

Expires: **09/04/2023**

Applicant 501 BAR & BISTRO ANTHONY FLORES 501 TEXAS AVE EL PASO, TEXAS 79901	Phone Number Applicant: (512) 586-3585 anthony@501bistro.com Barricade: (915) 838-5866 am.trafficbarricade@yahoo.com	Barricade Company TRAFFIC BARRICADE SERVICE (TBS) ROMAN ENRIQUEZ 6621 DONIPHAN DR STE A EL PASO, TEXAS 79835
--	---	--

WORK AUTHORIZED: MIKE G'S DOWNTOWN BLOCK PARTY PRESENTED BY 501 BAR & BISTRO, SITE INCLUDES MERCHANDISE BOOTHS, OUTDOOR BAR, FOOD TRUCKS, STAGE W/ BACKSTAGE, CAR SHOW AREA, PORTABLE SANITATION UNITS, & CANOPY FOR EVENT SEATING. EVENT AREA WILL BE INSTALLED ON THE ROADWAY AREAS ALONG THE INTERSECTION & APPROACHES OF N FLORENCE ST & TEXAS AVE FOR SPECIAL EVENT. TBS PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE, SATURDAY 09/04/2022 5:00PM - MONDAY 09/06/2022 6:00AM ONLY.

TYPE OF TRAFFIC CONTROL SET UP: **1 DAY EVENT:** PARTIAL ROAD CLOSURES W/ DETOUR & ARROWBOARDS, SIDEWALK CLOSURES W/ PEDESTRIAN DETOURS ALONG MINOR & MULTI-LANE ROADWAYS & SIGNALIZED INTERSECTIONS

Start Date: 09/02/2023

Expiration Date: 09/04/2023

Length of Term: Short

Closure Times: **Sat 5:00pm - Mon 6:00am Only**
 (Note: No Early Set Up or Late Pick Up)

*** NOTICE ***

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.
2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.
3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

City Traffic Engineer

Contractor's, Owner's or Agent's Signature

Issued By David A. Zamora








TRAFFIC BARRICADE SERVICE

Roman Enriquez
Traffic Control Planning
Traffic Barricade Service
6621 Doniphan Dr. Ste. M
Canutillo, TX 79835
(915) 838-5866
am.trafficbarricade@yahoo.com


POSTED SPEED LIMIT (M.P.H.)	"X" SIGN SPACING (FEET)
30	120
35	160
40	240
45	320
50	400
55	500

Mike G's Downtown Block Party / CSEV23-00068

Project: Downtown Special Event
TTC: Short Term Multi-Road Closure
Closure Times: Sat 5pm - Mon 6am

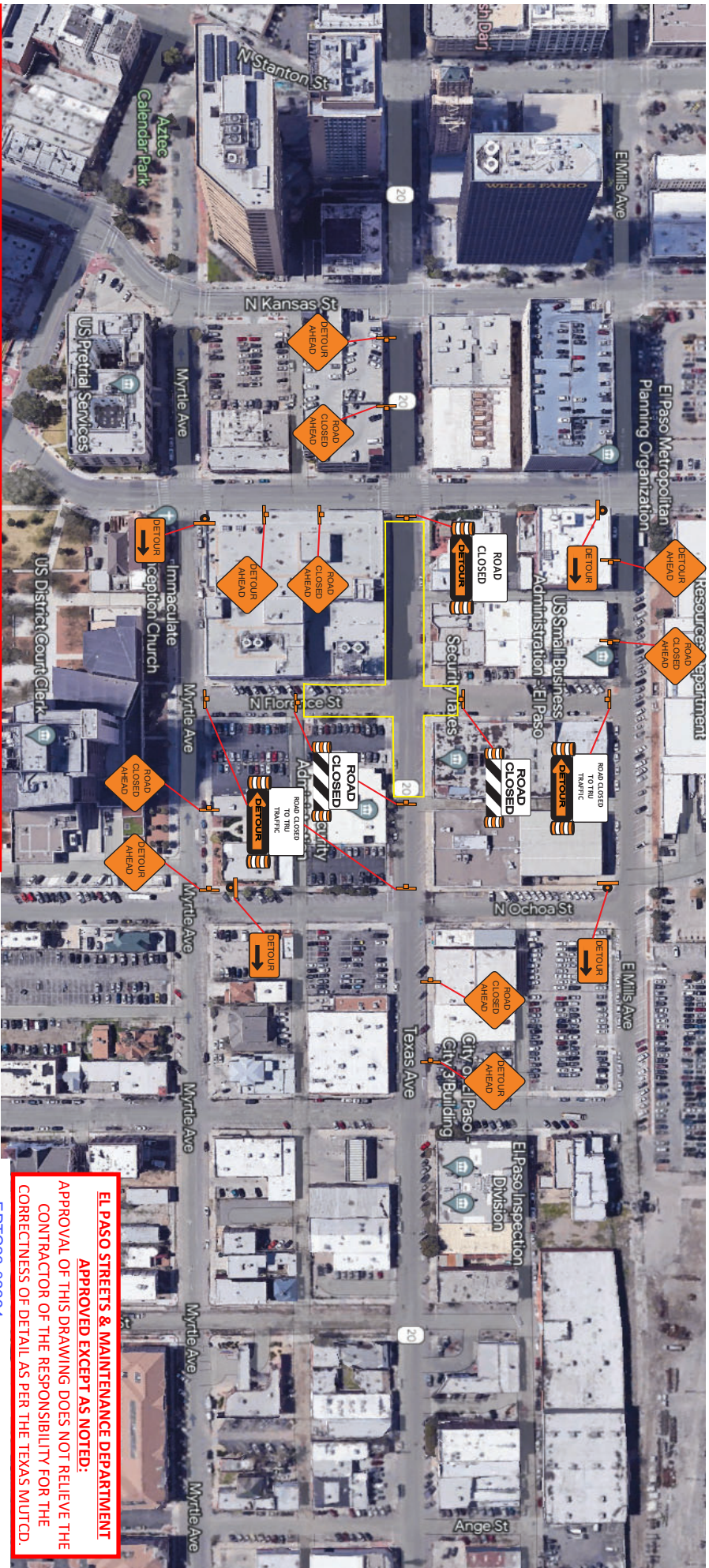


- Type III w/ Channelizing Drum
- Cones
- Warning Sign w/ Stand
- Channelizing Drum w/ Warning Sign
- Work Zone



Posted Speed	Formula	10' Offset	11' Offset	12' Offset	On a Taper	On a Taper	Suggested Maximum Spacing of Channelizing Devices
30	$L = WS^2$	150'	165'	180'	245'	35'	60' - 75'
35		60	205'	225'	245'	35'	70' - 90'
40			265'	295'	320'	40'	80' - 100'
45			450'	495'	540'	45'	90' - 110'
50			500'	550'	600'	50'	100' - 125'
55			550'	605'	660'	55'	110' - 140'
60	$L = WS$		600'	660'	720'	60'	120' - 150'
65			650'	715'	780'	65'	130' - 165'
70			700'	770'	840'	70'	140' - 175'
75			750'	825'	900'	75'	150' - 185'
80			800'	880'	960'	80'	160' - 195'

* Taper lengths have been rounded off
L = Length of Taper (ft.) W = Width of Offset (ft.) S = Posted Speed Limit (MPH)



- NOTES:
- The Traffic Control Procedure Shown is Appropriate Only for Low Volume, Low Speed Facilities, Such as Local Residential Streets.
 - Flashing Warning Lights & Retro-reflective Strips Will Be Used for Night Time Barricading.
 - Additional CV20-5R Signs and/or Barrels May Be Needed for High Volume, High Speed Urban Streets.
 - All Traffic Control Devices Shall Be in Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 - Flagmen Must be Present on Each Construction Site Anytime Equipment is Being Operated on or is Impeding into Roadway or Sidewalk Area.
 - Sidewalks to be Closed Per Approved Methods Anytime Work is Impeding into or Over the Travel Path.
 - All Traffic Control Devices Shall Be Maintained in Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 - Additional Service Plan to be in Place for Response to Incident Weather Conditions.

EL PASO STREETS & MAINTENANCE DEPARTMENT
APPROVED EXCEPT AS NOTED:
APPROVAL OF THIS DRAWING DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR THE CORRECTNESS OF DETAIL AS PER THE TEXAS MUTCD.

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
CLOSURE DATE: 09/02/2023-09/04/2023

TIME: SAT 5PM - MON 6AM ONLY
BY:  DATE: 08/15/2023
CITY OF EL PASO STREETS AND MAINTENANCE

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Texas Street, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of a portion of Texas Street, for the purpose of allowing The Mike G's Downtown Birthday Block Party, from 5:00 p.m. on September 2, 2023 to 6:00 a.m. on September 4, 2023 as described in the attached “Exhibit A”, hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 29th day of August, 2023, the El Paso City Council passed a Resolution, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate

number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as “**Exhibit C,**” and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and

closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest

edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State’s right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of El Paso Attn: Cary Westin Interim City Manager 300 N. Campbell- City 1, 2 nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas C. Trevino, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.


IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF EL PASO

Executed on behalf of the local government by:

_____	Date _____
Cary Westin	
Interim City Manager	

APPROVED AS TO FORM:



Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____	Date _____
Tomas C. Trevino, P.E.,	
El Paso District Engineer	



City of El Paso

Streets and Maintenance

Traffic Control Permit



Site Address: 601 TEXAS AVE, EL PASO, TEXAS 79901

Permit No: **EPTC23-03364**

Issued: **08/15/2023**

Expires: **09/04/2023**

Applicant 501 BAR & BISTRO ANTHONY FLORES 501 TEXAS AVE EL PASO, TEXAS 79901	Phone Number Applicant: (512) 586-3585 anthony@501bistro.com Barricade: (915) 838-5866 am.trafficbarricade@yahoo.com	Barricade Company TRAFFIC BARRICADE SERVICE (TBS) ROMAN ENRIQUEZ 6621 DONIPHAN DR STE A EL PASO, TEXAS 79835
--	---	--

WORK AUTHORIZED: MIKE G'S DOWNTOWN BLOCK PARTY PRESENTED BY 501 BAR & BISTRO, SITE INCLUDES MERCHANDISE BOOTHS, OUTDOOR BAR, FOOD TRUCKS, STAGE W/ BACKSTAGE, CAR SHOW AREA, PORTABLE SANITATION UNITS, & CANOPY FOR EVENT SEATING. EVENT AREA WILL BE INSTALLED ON THE ROADWAY AREAS ALONG THE INTERSECTION & APPROACHES OF N FLORENCE ST & TEXAS AVE FOR SPECIAL EVENT. TBS PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE, SATURDAY 09/04/2022 5:00PM - MONDAY 09/06/2022 6:00AM ONLY.

TYPE OF TRAFFIC CONTROL SET UP: **1 DAY EVENT:** PARTIAL ROAD CLOSURES W/ DETOUR & ARROWBOARDS, SIDEWALK CLOSURES W/ PEDESTRIAN DETOURS ALONG MINOR & MULTI-LANE ROADWAYS & SIGNALIZED INTERSECTIONS

Start Date: 09/02/2023

Expiration Date: 09/04/2023

Length of Term: Short

Closure Times: **Sat 5:00pm - Mon 6:00am Only**
 (Note: No Early Set Up or Late Pick Up)

*** NOTICE ***

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.
2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.
3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

City Traffic Engineer

Contractor's, Owner's or Agent's Signature

Issued By David A. Zamora








TRAFFIC BARRICADE SERVICE

Roman Enriquez
Traffic Control Planning
Traffic Barricade Service
6621 Doniphan Dr. Ste. M
Canutillo, TX 79835
(915) 838-5866
am.trafficbarricade@yahoo.com


POSTED SPEED LIMIT (M.P.H.)	"X" SIGN SPACING (FEET)
30	120
35	160
40	240
45	320
50	400
55	500

Mike G's Downtown Block Party / CSEV23-00068

Project: Downtown Special Event
TTC: Short Term Multi-Road Closure
Closure Times: Sat 5pm - Mon 6am

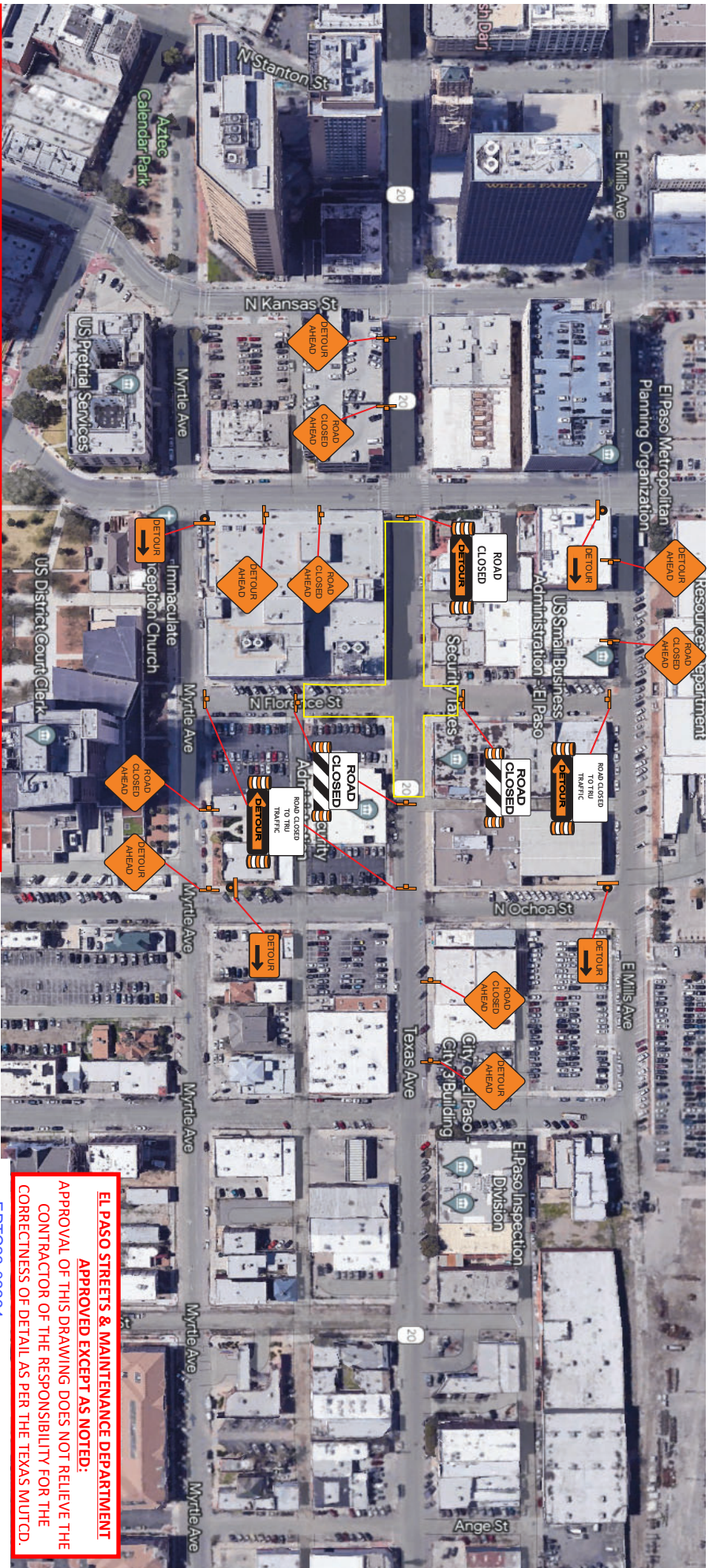


- Type III w/ Channelizing Drum
- Cones
- Warning Sign w/ Stand
- Channelizing Drum w/ Warning Sign
- Work Zone



Posted Speed	Formula	10' Offset	11' Offset	12' Offset	On a Taper	On a Taper	Suggested Maximum Spacing of Channelizing Devices
30	$L = WS^2$	150'	165'	180'	245'	35'	60' - 75'
35		60	205'	225'	245'	35'	70' - 90'
40			265'	295'	320'	40'	80' - 100'
45			450'	495'	540'	45'	90' - 110'
50			500'	550'	600'	50'	100' - 125'
55			550'	605'	660'	55'	110' - 140'
60	$L = WS$		600'	660'	720'	60'	120' - 150'
65			650'	715'	780'	65'	130' - 165'
70			700'	770'	840'	70'	140' - 175'
75			750'	825'	900'	75'	150' - 185'
80			800'	880'	960'	80'	160' - 195'

* Taper lengths have been rounded off
L = Length of Taper (ft.) W = Width of Offset (ft.) S = Posted Speed Limit (MPH)



NOTES:

- The Traffic Control Procedure Shown is Appropriate Only for Low Volume, Low Speed Facilities, Such as Local Residential Streets.
- Flashing Warning Lights & Retro-reflective Strips Will Be Used for Night Time Barricading.
- Additional CV20-5R Signs and/or Barrels May Be Needed for High Volume, High Speed Urban Streets.
- All Traffic Control Devices Shall Be in Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Flagmen Must be Present on Each Construction Site Anytime Equipment is Being Operated on or is Impeding into Roadway or Sidewalk Area.
- Sidewalks to be Closed Per Approved Methods Anytime Work is Impeding into or Over the Travel Path.
- All Traffic Control Devices Shall Be Maintained in Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Additional Service Plan to be in Place for Response to Inclement Weather Conditions.

EPT23-03364

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
CLOSURE DATE: 09/02/2023-09/04/2023

TIME: SAT 5PM - MON 6AM ONLY

BY:  DATE: 08/15/2023

EL PASO STREETS & MAINTENANCE DEPARTMENT
APPROVED EXCEPT AS NOTED:
APPROVAL OF THIS DRAWING DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR THE CORRECTNESS OF DETAIL AS PER THE TEXAS MUTCD.

Exhibit "B"

RESOLUTION

WHEREAS, The Mike G's Downtown Birthday Block Party (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the **Mike G's Downtown Birthday Block Party from 12:00 p.m. on Sunday, September 3, 2023, to 1:00 a.m. on Monday, September 4, 2023** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **Texas Street** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **Mike G's Downtown Birthday Block Party from 5:00 p.m. on Saturday, September 2, 2023, to 6:00 a.m. on Monday, September 4, 2023**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for a portion of **Texas Avenue between Campbell Street and Ochoa Street** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

(Signatures Begin on Following Page)

APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

Exhibit "C"

CAMPBELL



Entrance



Food Truck

Food Truck

501 Bistro

Alley



30' TENT

40'

TEXAS

BAR

BAR

10'

137'

80'

50'



FLORENCE



14'

70'

STAGE

24'

20'

14'

70'



Backstage Production

60'

3A40BC extinguisher

Alley

14' emergency entrance -
at entrance of event and
at both ends of Florence
501 Bistro will maintain occupancy
through event.

Alley

10 x 10 Vendor Tents (14)

Bar (2- 10x20 tents)

Food Truck (4)

24 x 20 Stage

30 x 40 Tent

126'



Fencing



Portapotties



Emergency Exit



Security



Car Show (24 Cars)



Generator



3A40BC extinguisher

CAR SHOW

14'

60'



MYRTLE



Legislation Text

File #: 23-1176, 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

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

AGENDA LANGUAGE:

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

That the Mayor is hereby authorized to sign the Fourth Amendment to the Interlocal Agreement between the City of El Paso (the "City") and the Ysleta Independent School District (the "District"), signed August 28, 2012, which set out to enhance the quantity and quality of recreational and athletic facility uses available to the residents of the City, at no cost to the City through the shared use of public indoor and outdoor athletic and recreational facilities, owned by each entity. This fourth amendment would extend the Agreement by three (3) months to allow additional time to enter into a new agreement. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carry out the agreement.

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

AGENDA DATE: August 29, 2023

PUBLIC HEARING DATE:

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 4.2 Create innovative recreational, educational, and cultural programs

SUBJECT:

THAT the Mayor is hereby authorized to sign the fourth amendment to the Interlocal Agreement between the City of El Paso (the "City") and the Ysleta Independent School District (the "District"), signed August 28, 2012, which set out to enhance the quantity and quality of recreational and athletic facility uses available to the residents of the City, at no cost to the City through the shared use of public indoor and outdoor athletic and recreational facilities, owned by each entity. This fourth amendment would extend the Agreement by three (3) months to allow additional time to enter into a new agreement. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carry out the agreement.

BACKGROUND / DISCUSSION:

Ysleta Independent School District desires to continue enhancing the quantity and quality of recreational and athletic facilities, which will continue to be available to the City of El Paso residents.

PRIOR COUNCIL ACTION:

The City Council approved the initial interlocal agreement on August 28, 2012, the second amendment on April 3, 2018, and the third amendment on May 23, 2023.

AMOUNT AND SOURCE OF FUNDING:

No City funds used.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



Revised 04/09/2021

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

RESOLUTION

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

THAT the Mayor is hereby authorized to sign the fourth amendment to the Interlocal Agreement between the City of El Paso (the “City”) and the Ysleta Independent School District (the “District”), signed August 28, 2012, which set out to enhance the quantity and quality of recreational and athletic facility uses available to the residents of the City, at no cost to the City through the shared use of public indoor and outdoor athletic and recreational facilities, owned by each entity. This fourth amendment would extend the Agreement for a second term of an additional three (3) months to allow additional time to enter into a new agreement. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carryout the agreement.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Karla Saenz

Assistant City Attorney

APPROVED AS TO CONTENT:

For 

Ben Fyffe, Director
Parks and Recreation Department

STATE OF TEXAS § **FOURTH AMENDMENT TO THE**
 § **INTER-GOVERNMENTAL AGREEMENT**
 COUNTY OF EL PASO §

This Amendment to the Inter-Governmental Agreement (hereinafter "Agreement") is made this the _____ day of _____, 2023, (hereinafter "effective date") by and between the City of El Paso, a home rule municipal corporation (hereinafter "CITY") and the Ysleta Independent School District (hereinafter "YISD").

WHEREAS, CITY and YISD desired to enhance the quantity and quality of recreational and athletic programs and services by entering into an Interlocal Agreement to share facilities within both organizations; and

WHEREAS, CITY and YISD are authorized to enter into this Agreement under the provisions of Chapter 791, Texas Government Code;

WHEREAS, CITY and YISD signed the Interlocal Agreement on August 28, 2012, the CITY and YISD signed a Third Amendment that extended the Agreement for three (3) months to allow additional time to enter into a new agreement.

WHEREAS, CITY and YISD wish to amend the Third Amendment to the Agreement to allow for a second term of an additional three (3) months to enter into a new agreement; and

WHEREAS, the El Paso City Council has approved this Amendment and has authorized the City Manager to sign the Amendment;

NOW, THEREFORE, CITY AND YISD HEREBY ENTER INTO THIS FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. Section 3.2 shall be amended as follows, with all other provisions under the Section to remain the same:

Said Agreement shall be extended automatically for ten (10) additional one-year term plus two (2) additional terms of three (3) months under the same terms and conditions, unless either party provides a thirty-day notice in writing of its intention not to extend or unless terminated as hereinafter provided in Section 5.0 of this Agreement. In no event shall this Agreement extend beyond November 31, 2023.

2. All other provisions of the Original Agreement, approved August 28, 2012 shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Interlocal Agreement as of the date first above written.

(Signatures Follow on Next Page)

STATE OF TEXAS §
 §
 COUNTY OF EL PASO §

**FOURTH AMENDMENT TO THE
 INTER-GOVERNMENTAL AGREEMENT**

Signature Page

Executed this _____ day of _____, 2023.

THE CITY OF EL PASO:

 Cary Westin
 Interim City Manager

ATTESTED:

 Laura D. Prine
 City Clerk

APPROVED AS TO FORM:

Karla Saenz
 Karla Saenz
 Assistant City Attorney

APPROVED AS TO FORM:

Priscilla de Mata
 Name: Priscilla de Mata
 Attorney for Ysleta Independent School District

**YSLETA INDEPENDENT SCHOOL
 DISTRICT**

By: Lynly G. Leeper
 Name Printed: Lynly G. Leeper
 Title: Chief Financial & Operational Officer

ATTESTED:

 Name: _____
 Title: _____

APPROVED AS TO CONTENT:

For Ben Fyffe
 Ben Fyffe, Director Parks &
 Recreation Department

APPROVED AS TO CONTENT:

 Name: _____
 Title: _____



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1148, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 5

Office of the Comptroller, Margarita Marin, (915) 212-1174

AGENDA LANGUAGE:

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

Approve a Resolution to accept the annual review of the Service and Assessment Plan for the El Paso Public Improvement District No. 2 (Eastside Sports Complex), approved on October 17, 2017.

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

DEPARTMENT: Office of the Comptroller

AGENDA DATE: August 29, 2023

CONTACT PERSON: Margarita Marin, Comptroller 212-1174

DISTRICT(S): District 5

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

SUBJECT:

Approve a Resolution to accept the annual review of the Service and Assessment Plan for the El Paso Public Improvement District No. 2 (Eastside Sports Complex), approved on October 17, 2017

BACKGROUND/ DISCUSSION:

Council approved the creation of PID No. 2 on June 27, 2017. The Service and Assessment Plan and the levy of the assessment was approved on October 17, 2017, as described in Ordinance No. 018734.

As required by Chapter 372 of the Texas Local Government Code, an annual review of the Service and Assessment Plan (Plan) for Eastside Sports Complex should be held in conjunction with the annual budget hearing and adoption. No changes are recommended for the Plan, and, as a result, there is no need to update the annual budget. All assessments should remain as described in ordinance No. 018734.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Property owners within PID No. 2 are responsible for the cost of the assessment.

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Margarita M. Marin, Comptroller
Name


Signature

08/14/2023
Date

RESOLUTION

WHEREAS, Chapter 372 of the Texas Local Government Code (the “Act”) allows for the creation of public improvement districts; and

WHEREAS, on April 27, 2017, Ranchos Real Land Holdings, LLC., owner of real property located within El Paso Public Improvement District No. 2 (Eastside Sports Complex) delivered to the City of El Paso, Texas (the “City”) a Petition (the "Petition") to create El Paso Public Improvement District No. 2 (Eastside Sports Complex) (the "District"); and

WHEREAS, after providing notices required by Section 372.009 of the Act, the City Council on May 30, 2017, conducted a public hearing on the advisability of the improvements and the creation of the District; and

WHEREAS, on June 27, 2017, the City Council passed a Resolution authorizing and approving the creation of the El Paso Public Improvement District No. 2 Eastside Sports Complex; and

WHEREAS, the authorization of the District took effect on June 30, 2017 when notice of the passage of the Resolution was published in a newspaper of general circulation in the City; and

WHEREAS, after statutory notice was provided, on October 17, 2017, the El Paso City Council approved Ordinance No. 018734 which approved the Service and Assessment Plan and the levying of assessments for the District; and

WHEREAS, the Act requires an annual review and update of the service plan for the purpose of determining the annual budget for improvements; and

WHEREAS, the City staff has reviewed the October 17, 2017 Service and Assessment Plan and has recommended that no changes or revisions are needed to the October 17, 2017 Service and Assessment Plan.

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

That the Service and Assessment Plan for the El Paso Public Improvement District No. 2 (Eastside Sports Complex) approved on October 17, 2017, as described in Ordinance No. 018734, has been reviewed annually as required by Chapter 372 of the Texas Local Government Code, and the City Council finds that there is no need to revise the adopted Service and Assessment Plan, and, as a result, there is no need to update the annual budget and all assessments shall remain the same as described in Ordinance No. 018734.

(Signatures appear on the following page)

APPROVED this _____ day of _____, 2023.

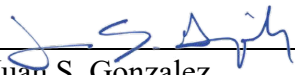
THE CITY OF EL PASO:

ATTEST:

Oscar Leoser
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Margarita M. Marin, Comptroller
Office of the Comptroller



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1171, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

City Manager's Office, Cary Westin, (915) 212-0023

AGENDA LANGUAGE:

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

Ratify the re-appointment of William Veliz to the Fire and Police Pension Fund Board of Trustees by Interim City Manager Cary Westin.



Board Appointment Form

City Clerk

Submitted On:

Aug 16, 2023, 12:01PM MDT

Appointing Office	Department
Name of Department	City Manager's Office
Agenda Placement	Consent
Date of Council Meeting	Tuesday, August 29, 2023
Name of Board	Fire and Police Pension Fund Board of Trustees
Agenda Posting Language	Ratify the re appointment of William Veliz to the Fire and Police Pension Fund Board of Trustees by Interim City Manager Cary Westin
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Please see attached resume.
Nominee Name	William R. Veliz
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Which District does the nominee reside in?	District 3
Does the appointee have a relative working for the City?	N/A
Has the appointee been a member of any other city boards?	Zoning Board of Adjustments from 2017 2021
List all real estate owned in El Paso County	N/A
Previous Appointee	William Veliz
Reason for Vacancy	Term Expired
Date of Appointment	August 29, 2023
Term Begins On	September 01, 2023
Term Expires On	September 01, 2027
Term	2nd Term
Upload File(s)	Re appointment of William Veliz.pdf

William R. Veliz

Core Competencies:

Team Player | Problem-Solver | Fast/Eager Learner | Observer of Human Behavior |
Customer Service | Complaint Resolution | Served as Liaison | Documenting & Reporting |
Worksite Management | Personable | Goal-Oriented | Organizational Skills |
Thorough Researcher

Education:

Texas Wesleyan University

Aug 2012 – May 2016

Bachelors Degree of Psychology, B.S.

- Minors
 - Criminal Justice
- Overall GPA: 3.5/ Major GPA: 3.6

Academy of Real Estate

July 2016 – Present

- Taken prerequisite courses for a Texas Salesperson License
- Taken 90 hours of Continuing Education within 2 years of initial licensing

University of Pennsylvania Wharton School of Business

Apr 2019

Advanced Investment Management Program

- Courses reviewing current/future Industry trends and Investment strategies
- Undertook case studies incorporating course material showing application to Pension Funds

Professional Skills:

Psychology

- Can connect/identify with people
- Understands mental/social processes of individuals
- Understands process in enhancing individuals well-being

Research

- Can dissect/diffuse problems through analysis of situation at hand
- Can admit when wrong/false and produce steps to correct/support self
- Comes to conclusions based on tested results and consistent findings

Criminal Justice/Human Behavior

- Identifying/Respecting underlying values, mind states and beliefs of others
- Applying ethical standards to established practices and every day dealings
- Identifying/Analyzing public policies that impact criminal justice
- Evaluating societal and economic factors that effect criminal justice

Business (Real Estate)

- Understands proper property value assessment and market trends
- Understands laws, restrictions and codes to purchasing, remodeling and selling real estate
- Can work under/within budget while being profitable

Business (Investments)

- Oversees the management/maintenance of 120+ residential/multi-unit properties
- Performs quarterly/annual Profit/Loss assessments
- Performs forecasts for projected property value/rent on a 1-3 year basis

Politics

- Can work across issues to create efficient and effective policy and plan of actions
- Understands the attention needed to balance needs of citizens with needs of institutions

Work Experience:

Veliz Real Estate Co.

Field Manager

Managing Partner

Realtor®

El Paso, TX

Summers 2012, 2013 & 2014

May 2016 – Present

Oct 2016 – Present

Will Dylan Investments, LLC

Head of Investment Division

El Paso, TX

May 2016 – Present

Velamex Enterprises, LLC

President/Manager

El Paso, TX

Dec 2017 – Present

Appointments:

Association of Realtors (GEPAR) Governmental Affairs Committee

(Member)

Jan 2017 – Present

(Vice Chairman)

Mar 2017 – Dec 2017

(Chairman)

Jan 2018 – Dec 2018

GEPAR Board of Director's Interim Director

(Interim Director)

Aug 2018 – Dec 2018

GEPAR 3-Year Strategic Plan Committee

(Contributor)

Dec 2017

El Paso Zoning Board of Approval

(Alternate)

May 2017 – July 2017

(Regular)

July 2017 – Present

(Vice Chairman)

Oct 2017 – Oct 2018

El Paso Police & Fireman Pension Fund

(City Manager Appointed Trustee)

Nov 2018 – Present

- Member of Investment Committee

Aug 2019 – Present

- Chairman of Audit/Risk Management Committee

Aug 2022 – Present

Taskforces:

Rezoning Application Taskforce (GEPAR)

Fall 2017 – Fall 2018

Rezoning Ordinance Taskforce (GEPAR)

Fall 2017 – Fall 2018

PACE Program Taskforce (GEPAR)

July 2018

- program provides low-cost, long-term financing for water and energy efficiency and conservation improvements to commercial and industrial properties.

Census Awareness Taskforce (GEPAR)

Mar 2019 – Fall 2019

Research/Presentations:

Texas Wesleyan University

Co-Researcher

Co-Presenter

Head Researcher/Primary Investigator

Head Presenter

Fort Worth, TX

Aug 2014 – May 2015

Apr 2014

Jan 2015 – May 2016

Apr 2015, Apr 2016

Southwest Social Science Association

Co-Researcher/Co-Presenter

Head Researcher/Head Presenter

Denver, CO

Apr 2015

Apr 2015

Designations, Honors & Awards:

- Dean's List (Fall 2012 through Spring 2016)
- Awarded Dean's Scholarship (\$15,000/year for all 4 years of college)
- Research Presentation McCann Grant (Spring 2015)
- Player on a Division 1 NAIA Men's Basketball Program (Aug 2012 – May 2016)
- Youngest Trustee in the Nation for a Public Pension Fund at time of appointment
- A Texas First Time Home Buyer Specialist per TDHCA (Feb 2018)
- Launched 2 campaigns for City Council (Fall 2019, Fall 2020 respectively)
- Launched a campaign for School Board Trustee for EPISD (Spring 2023)



City Manager's Office

MAYOR

Oscar Leeser

August 16, 2023

CITY COUNCIL

District 1

Brian Kennedy

District 2

Alexandra Anello

District 3

Cassandra Hernandez

District 4

Joe Mollnar

District 5

Isabel Salcido

District 6

Art Flerro

District 7

Henry Rivera

District 8

Chris Canales

Mr. Tyler Grossman
Executive Director/ CIO
909 East San Antonio
El Paso, TX 79901

Dear Mr. Grossman:

Thank you for your message regarding Mr. William Veliz. This is to advise you that I am re-appointing him as my appointee to the El Paso Fire and Police Pension Fund Board of Trustees. Mr. Veliz' appointment will be extended to September 1, 2027.

If there are any questions regarding this matter, please feel free to contact my office.

Sincerely,

Cary Westlin
Interim City Manager

INTERIM

CITY MANAGER

Cary Westlin



Legislation Text

File #: 23-1152, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: August 29, 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

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

DEPARTMENT HEAD:


Maria O. Pasillas

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

TAX REFUNDS
August 29, 2023

1. Dollar General c/o Dolgencorp of Texas Inc, in the amount of \$8,115.36 made an overpayment on December 16, 2021 of 2021 taxes.
(Geo. #17PP-999-6897-3042)
2. Jesse Ballesteros, in the amount of \$6,577.52 made an overpayment on July 31, 2023 of 2022 taxes.
(Geo. #C811-999-0220-0700)
3. Mark Grissom, in the amount of \$3,000.01 made an overpayment on June 29, 2023 of 2022 taxes.
(Geo. #E940-999-0010-1300)
4. EP Sharp Investments LLC, in the amount of \$3,172.93 made an overpayment on January 23, 2023 of 2022 taxes.
(Geo. #M794-999-0520-6100)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector

17090

TAX OFFICE
RECEIVED

JUL 27 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

DOLLAR GENERAL CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

OP ✓
+2500

Geo No. 17PP-999-6897-3042	Prop ID 670776
Legal Description of the Property #17090 INV FURN CMP MACH SIGN 11971 DYER ST	
OWNER: DOLLAR GENERAL	

2021 OVERAGE AMOUNT \$8,115.36

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: Dollar General 40 Dohen Corp of Texas INC			
	Address: 100 Mission Ridge			
	City, State, Zip: Goodlettsville, TN 37072			
Daytime Phone No.: 615-855-5895		E-Mail Address: amatt@dollargeneral.com		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Dollar General	7092943	12-16-2021	\$8,115.36
	Dollar General	7095894	12-22-2021	\$8,115.36
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) Angela Matthews		PRINTED NAME & DATE Angela Matthews 7-26-23	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.N. Date: 8-7-23				



TAX OFFICE
RECEIVED
AUG 04 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

Credit card

JESSE BALLESTEROS
6424 CLOUDVIEW DR
EL PASO, TX 79912

*OP
+2500*

Geo No. C811-999-0220-0700	Prop ID 247664
Legal Description of the Property 22 CORONADO CTRY CLB FTHILLS #5 LOT 4 (8800 SQ FT)	
6424 CLOUDVIEW DR	
OWNER: BALLESTEROS JESSE R	

2022 OVERAGE AMOUNT \$6,577.52

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <i>Jesse Ballesteros</i>			
	Address: <i>6424 Cloudview Dr.</i>			
	City, State, Zip: <i>El Paso, TEXAS 79912</i>			
	Daytime Phone No.: <i>915 412-8683</i>		E-Mail Address: <i>Jesse.Ballesteros@cloud.com</i>	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	<i>Credit Card</i>	<i>5394486</i>	<i>7/31/23</i>	<i>\$6577.52</i>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<i>Jesse Ballesteros</i>		<i>Jesse Ballesteros 8/2/2023</i>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>N.N.</i> Date: <i>8-4-23</i>				

credit card



TAX OFFICE
RECEIVED
AUG 01 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

MARK GRISSOM
154 N. FESTIVAL A
EL PASO, TX 79912

OP
+ 2500

Geo No. E940-999-0010-1300	Prop ID 315837
Legal Description of the Property 1 ESTANCIAS CORONADO LOT 13 (19515.68 SQ FT) 125 CAMINO BARRANCA 79912	
OWNER: MCG XII INVESTMENTS LLC	

2022 OVERAGE AMOUNT \$3,000.01

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

Dear Taxpayer:

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

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name:			
	Address: 154 N. Festival			
	City, State, Zip: EL PASO, TX 79912			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915 726 0636		E-Mail Address:	
	Payment made by: Credit card ✓		Check No.	Date Paid
				Amount Paid
				6/29/23 3000.01
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) 3000.01			
	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.	<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)		PRINTED NAME & DATE	
JWC 8/1/23		Mark Grissom 07/27/23		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: N.H. Date: 8-1-23 ✓		



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
AUG 10 2023

EP SHARP INVESTMENTS LLC
11333 ROJAS DR
EL PASO, TX 79936

OP
+2500 ✓

Geo No. M794-999-0520-6100	Prop ID 340767
Legal Description of the Property 52 MORNINGSIDE HEIGHTS 19 & 20 (6000 SQ FT) 3826 TYLER AVE	
OWNER: EP SHARP RESIDENTIAL LLC	

2022 OVERAGE AMOUNT \$3,172.93 ✓

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

Dear Taxpayer:

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

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: EP SHARP INVESTMENTS LLC			
	Address: 11333 ROJAS DR. ✓			
	City, State, Zip: EL PASO, TX 79936			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: (915) 590-9700 ext 248		E-Mail Address: antonio.monte@elpasotexas.gov	
	Payment made by:	Check No.	Date Paid	Amount Paid
	EP Sharp Echeck		1/23/23	3172.93
	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) [Signature] <i>António Monte</i>		PRINTED NAME & DATE ANTONIO MONTE 08/11/23 ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.N Date: 8-11-23 ✓				

ATTACHMENT A

TAX REFUNDS

August 29, 2023

1. Dollar General c/o Dolgencorp of Texas Inc, in the amount of \$8,115.36 made an overpayment on December 16, 2021 of 2021 taxes.
(Geo. #17PP-999-6897-3042)
2. Jesse Ballesteros, in the amount of \$6,577.52 made an overpayment on July 31, 2023 of 2022 taxes.
(Geo. #C811-999-0220-0700)
3. Mark Grissom, in the amount of \$3,000.01 made an overpayment on June 29, 2023 of 2022 taxes.
(Geo. #E940-999-0010-1300)
4. EP Sharp Investments LLC, in the amount of \$3,172.93 made an overpayment on January 23, 2023 of 2022 taxes.
(Geo. #M794-999-0520-6100)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



Legislation Text

File #: 23-1191, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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.

Update and discussion on item from June 20, 2023 City Council Meeting Agenda to direct the City Manager and City Attorney to develop a plan to uplift the LGBTQIA+ voices and community by creating a plan to include 4 recommendations to ensure a safe community for everyone, and with particular emphasis on recommendations 3 and 4 in relation to state legislation going into effect on September 1, 2023.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 8.29.23

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003
Representative Henry Rivera ~ 915.212.0007

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL

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

SUBJECT:

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

Update and discussion on item from June 20, 2023 City Council Meeting Agenda to direct the City Manager and City Attorney to develop a plan to uplift the LGBTQIA+ voices and community by creating a plan to include 4 recommendations to ensure a safe community for everyone, and with particular emphasis on recommendations 3 and 4 in relation to state legislation going into effect on September 1, 2023.

BACKGROUND / DISCUSSION:

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

On June 20, 2023, City Council considered Item 23 to direct the City Manager and City Attorney to develop a plan to uplift the LGBTQIA+ voices and community by creating a plan to include 4 recommendations that are important to ensure a safe community for everyone. 4 motions were made to amend the language of the 4 recommendations, with the 5th and final motion *to direct the City Manager and City Attorney to return within 180 days with a solid ground plan and guidance on how to implement all recommendations listed as follows:*

- 1. To create a City office working in the area of diversity, equity, and inclusion and an advisory board on matters of diversity, equity, and inclusion.*
- 2. To work together in collaboration with the Borderland Rainbow Center and other community stakeholders who prioritize equality and inclusion to create a One El Paso Safer Together campaign.*
- 3. Deprioritize the enforcement of seeking or receiving gender-affirming care in our city limits. Taxpayer Dollars shall not be used frivolously for programs or efforts to criminalize people who seek access to gender-affirming care, city funds shall not be used to solicit, catalog, report, or investigate reports of those seeking gender-affirming care, and police shall make investigating those seeking gender-affirming care their lowest priority.*
- 4. Deprioritize the enforcement of attacks on Drag Performance and local businesses in our city limits.*

From the 88th Texas Legislative Session, there were two bills passed and signed by the governor that will have impact on recommendations 3 and 4. On September 1, 2023 the following aforementioned state bills will go into effect:

SB12 Relating to the authority to regulate sexually oriented performances and to restricting those performances on the premises of a commercial enterprise, on public property, or in the presence of an individual younger than 18 years of age; authorizing a civil penalty; creating a criminal offense.

SB14

Relating to prohibitions on the provision to certain children of procedures and treatments for gender transitioning, gender reassignment, or gender dysphoria and on the use of public money or public assistance to provide those procedures and treatments.

PRIOR COUNCIL ACTION:

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

Yes. City Council Meeting June 20, 2023, Item 23.

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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



Legislation Text

File #: 23-1193, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Cassandra Hernandez, (915) 212-003

AGENDA LANGUAGE:

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

Update and discussion on the status of the final motion of Item 24 from the March 14, 2023 City Council Meeting Agenda to direct staff to schedule briefings with individual members of the City Council regarding the scope of solicitation for an executive search firm to conduct a national search for the hiring of a permanent City Manager.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 8.29.23

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL

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

SUBJECT:

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

Update and discussion on the status of the final motion of Item 24 from the March 14, 2023 City Council Meeting Agenda to direct staff to schedule briefings with individual members of the City Council regarding the scope of solicitation for an executive search firm to conduct a national search for the hiring of a permanent City Manager.

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?

Fourth and final motion of Item 24 from the March 14, 2023: *Motion made by Representative Canales, seconded by Representative Annello, and unanimously carried to DIRECT staff to schedule briefings with individual members of the City Council with regard to past executive search solicitation processes in advance of any future actions of the City Council regarding a scope of work for a solicitation for an executive search firm to conduct a national search for the hiring of a permanent City Manager.*

Former City Manager Tommy Gonzalez's employment contract was terminated on February 28, 2023.

PRIOR COUNCIL ACTION:

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

Yes. Item 24 from the March 14, 2023 City Council Meeting.

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1194, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to bring the recommendation of the firm to conduct the search for the permanent City Manager position to City Council for approval.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 8.29.23

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL

GOAL 6: SET THE STANDARD FOR SOUND GOVERNANCE AND FISCAL MANAGEMENT

SUBJECT:

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

Discussion and action to direct the City Manager to bring the recommendation of the firm to conduct the search for the permanent City Manager position to City Council for approval.

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 appointment of the City Manager is a power reserved to the City Council per the City Charter under the following articles:

Article III - THE CITY COUNCIL

Section 3.1 - CREATION; COMPOSITION; POWERS AND DUTIES.

...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.

Article V - CITY MANAGER

Section 5.1

The City Council by a majority vote of its total membership shall appoint a City Manager and fix the Manager's compensation.

From Item 22, March 28, 2023 City Council Agenda. Backup document titled *City of El Paso Executive Search Services*

A. Purpose of Request The City of El Paso, Texas (CoEP) is requesting proposals from skilled independent executive search consultants to assist El Paso with conducting a search that will lead to the selection of a new City Manager. El Paso is interested in completing the search and selection process for the new City Manager by the end of November 2023.

I. Time Schedule El Paso intends to follow a timetable that should result in the selection of a consultant by July 2023. Proposals will be accepted from April 3, 2023 – April 21, 2023.

II. Qualifications In addition to meeting all other requirements of this RFP, all responding proposers shall furnish verifiable evidence that their firm and personnel meet the following minimum qualifications.

A. Proposer has at least five (5) years of recruitment experience, preferably for federal, state, or local public sector agencies. B. A proven history of engagements of similar size and scope, with other government public sector clients.

III. Scope of Services

A. Same Consultant for Duration of Project. The proposal, based upon which the Council awards a contract, will identify the individual(s) responsible for all aspects of the project and must not delegate non-clerical work to lower-level staff without the prior approval of the City Council and/or Council committee. B. Schedule "A". The consultant will search for qualified candidates and will assist in narrowing the pool of candidates.

PRIOR COUNCIL ACTION:

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

Yes. Item 22, March 28, 2023 City Council Agenda

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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



Legislation Text

File #: 23-1190, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution titled "Grandparents Day Resolution", that honors all grandparents for their contributions and selfless efforts they provide to their families and our society as a whole.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

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

BACKGROUND / DISCUSSION:

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

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

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

DEPARTMENT HEAD:

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

RESOLUTION

WHEREAS, Grandparents Day is celebrated nationally since 1978 on the second weekend of September; today we honor our grandparents and recognize them as our families' community treasures; and,

WHEREAS, just as we celebrate Mother's Day and Father's Day each year: today we celebrate Grandparents Day and we acknowledge our grandparents for their unselfish contributions to society, for passing on our cultural traditions, our family stories, and for teaching and modeling values to future generations; and,

WHEREAS, grandparents are considered the cornerstone of the family, and are deserving of our respect and admiration given that they are our link to the past, and guides to our future; and,

WHEREAS, the greatest generation kept our country strong during the depression era, and now we also recognize the baby boomer generation for their contributions; and,

WHEREAS, the El Paso Community College Senior Adult Program and Humana are sponsoring this year's Grandparents Day Celebration on Saturday, September 9th with many other aging network organizations serving the elderly and community volunteers to provide information, entertainment, and fun for grandparents and their families.

NOW, THEREFORE, BE IT RESOLVED, that the City of El Paso recognizes Saturday, September 9, 2023 as a day to celebrate and pay tribute to all grandparents in the City of El Paso.

APPROVED this _____ day of August, 2023.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1192, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to recognize September as Hunger Action Month in order to bring attention to food insecurity in our communities.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: August 29, 2023

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Art Fierro, 915-212-0006

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 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 recognize September as Hunger Action Month in order to bring attention to food insecurity in our communities.

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?

Yes, Council has recognized other awareness months like they did on April 12, 2022

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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

RESOLUTION

WHEREAS, hunger and poverty are issues of vital concern in Texas where 15% of people face hunger in our State and 1 in every 5 children do not know where their next meal will come from; and

WHEREAS, The City of El Paso is committed to taking steps to combat hunger in every part of our community and to provide additional resources to those struggling with hunger; and

WHEREAS, The City of El Paso is committed to working with El Pasoans Fighting Hunger and Feeding Texas, a member of the Feeding America® nationwide network of food banks, in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to issues relating to hunger and poverty; and

WHEREAS, El Pasoans Fighting Hunger has distributed nearly 100 million meals over the last 12 months to our neighbors through its network of food pantries, soup kitchens, shelters, and other community organizations; and

WHEREAS, the month of September has been designated “Hunger Action Month” in order to bring attention to food insecurity in our communities and to enlist the public in the fight to end hunger by taking action – including volunteer shifts, social media shares, and donations – to ensure that no one has to make the impossible choice between food and other necessities like medicine, utilities or childcare; and

WHEREAS, Feeding America food banks across the country, including El Pasoans Fighting Hunger – will host numerous events throughout the month of September to bring awareness and help end hunger in their local community.

NOW, THEREFORE, BE IT PROCLAIMED, by the El Paso Mayor and Council of the City of El Paso, that the month of September 2023 be recognized as **HUNGER ACTION MONTH**.

APPROVED this ____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1142, 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, Olivia Montalvo-Patrick, (915) 212-0118

AGENDA LANGUAGE:

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

Presentation and discussion on the Neighborhood Traffic Management Program (NTMP) FY2020-2023 update.

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

AGENDA DATE: August 29, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

Streets and Maintenance, Olivia Montalvo-Patrick, (915) 212-0118

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 7.5 – Set one standard for infrastructure across the city

SUBJECT:

Presentation and discussion on the Neighborhood Traffic Management Program (NTMP) FY2020-2023 update.

BACKGROUND / DISCUSSION:

During the July 11, 2023 City Council Special Meeting, staff was directed to provide an update on the Neighborhood Traffic Management Program (NTMP).

PRIOR COUNCIL ACTION:

March 25, 2008 – Adopted NTMP

August 17, 2010 – Approved addition of placement guidelines and removal process

July 18, 2018 – Approved revised program and criteria

April 12, 2022 – Approved revised program and criteria

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ☒ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Richard Bristol

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



Legislation Text

File #: 23-1057, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1

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

Planning and Inspections, Alex Alejandre, (915) 212-1642

AGENDA LANGUAGE:

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

An Ordinance vacating a Ten-Foot and a Five-Foot Public Utility Easement (0.0238 Acres of Land) located within Lot 9, Block 38, West Hills Unit 12, City of El Paso, El Paso County, Texas.

Subject Property: 904 Fireside Ln.

Applicant: Rosario Olivera, SUET23-00001

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

AGENDA DATE: August 29, 2023
PUBLIC HEARING DATE: September 12, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Alex Alejandre, (915) 212-1642

DISTRICT(S) AFFECTED: District 1

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance vacating a Ten-Foot and a Five-Foot Public Utility Easement (0.0238 Acres of Land) located within Lot 9, Block 38, West Hills Unit 12, City of El Paso, El Paso County, Texas.

Subject Property: 904 Fireside Ln.
Applicant: Rosario Olivera, SUET23-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to vacate a portion of an existing utility easement to allow for the encroachment of an existing pergola. This vacation request will allow for the existing structure to remain and will address the current encroachment into a portion of the dedicated utility easement. City Plan Commission recommended 8-0 to approve the proposed vacation request on April 6, 2023. As of July 25, 2023, the Planning Division has not received any communication in support or opposition to the vacation request. See attached staff report for additional information. No appraisal is required for vacation of a public easement, in all cases the market value of the city interest in a public easement is the equivalent value of twenty-five dollars.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

ORDINANCE NO. _____

AN ORDINANCE VACATING A TEN-FOOT AND A FIVE-FOOT PUBLIC UTILITY EASEMENT (0.0238 ACRES OF LAND) LOCATED WITHIN LOT 9, BLOCK 38, WEST HILLS UNIT 12, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the property owner has requested vacation of a ten-foot and a five-foot public utility easement located within Lot 9, Block 38, West Hills Unit 12, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission on April 20, 2023 has recommended a vacation of a ten-foot and a five-foot public utility easement located within Lot 9, Block 38, West Hills Unit 12, City of El Paso, El Paso County, Texas; and

WHEREAS the El Paso City Council finds that said easement 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 DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, a ten-foot and a five-foot public utility easement located within Lot 9, Block 38, West Hills Unit 12, 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.

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 easement to **Rosario Olvera**.

PASSED AND APPROVED this ____ day of _____, 2023.

ATTEST:

Laura D. Prine
City Clerk

CITY OF EL PASO

Oscar Leoser
Mayor

APPROVED AS TO CONTENT:

Philip F. Etiwe
Philip F. Etiwe, Director
Planning and Inspections Department

APPROVED AS TO FORM:

Russell T. Abeln
Russell T. Abeln
Assistant City Attorney

HiQ 885 TRAN 494443 RTA

ORDINANCE NO. _____

Easement Vacation SUET23-00001

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF 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 TWENTY-FIVE AND NO/100THS DOLLARS (\$25.00) and no other good and 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 **ROSARIO OLVERA**, all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by **Ordinance No. _____**, passed and approved by the City Council of the City of El Paso and described as, **A TEN-FOOT AND A FIVE-FOOT PUBLIC UTILITY EASEMENT (0.0238 ACRES OF LAND) LOCATED WITHIN LOT 9, BLOCK 38, WEST HILLS UNIT 12, CITY OF EL PASO, EL PASO COUNTY**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2023.

CITY OF EL PASO:

Cary Westin
Interim City Manager

APPROVED AS TO FORM:

Russell Abeln
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe
Philip F. Etiwe, Director
Planning and Inspections Department

ACKNOWLEDGEMENT ON FOLLOWING PAGE

ACKNOWLEDGMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2023,
by Cary Westin, as Interim 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:

City of El Paso
Planning & Inspections Department – Planning Division
Attn: Planning Director
901 Texas Avenue
El Paso, Texas 79901

EXHIBIT A

DORADO ENGINEERING GROUP

2717 E. YANDELL DR. EL PASO, TEXAS 79903 (915) 562-0002 FAX (915) 562-7743

904 Fireside Lane Easements Vacation

Metes and bounds description of an existing five feet and ten feet easements at 904 Fireside Lane being a portion of Lot 9, Block 38, West Hills Subdivision Unit 12, City of El Paso, County of El Paso, Texas, and being more particularly described as follows; Starting at an existing city monument located at the centerline of existing cul-de-sac at Fireside Lane, fronting 904 Fireside Lane; Thence South 00°05'06" West a distance of ten and no hundredths (10.00) feet to a point on the common extended common line of Lots 9 and 10, Block 38, West Hills Subdivision; Thence South 01°09'40" East along the extended common line of Lots 9 and 10, Block 38, West Hills Subdivision Unit 12 a distance of one hundred ninety one and sixty six hundredths (191.66) feet to the common southerly corner of Lots 9 and 10, Block 38, West Hills Subdivision Unit 12 said corner being the point of beginning for this description;

Thence South 57°19'12" West along the common line of Lots 9 and 10 a distance of twenty eighty and forty hundredths (28.40) feet to the common westerly corner of Lots 7 and 9, Block 12, West Hills Subdivision Unit 12, said corner lying on the easterly right of way line of Redd Road;

Thence along an arc of a curve to the left a distance of ninety one and sixty three hundredths (91.63) feet said curve having a central angle of 85°56'02" a radius of one thousand two hundred ninety one and sixty hundredths (1291.16) feet a chord bearing of North 44°23'34" West a chord distance of ninety one and sixty one hundredths (91.61) feet to the common southerly corner of Lots 8 and 9, Block 38, West Hills Subdivision Unit 12;

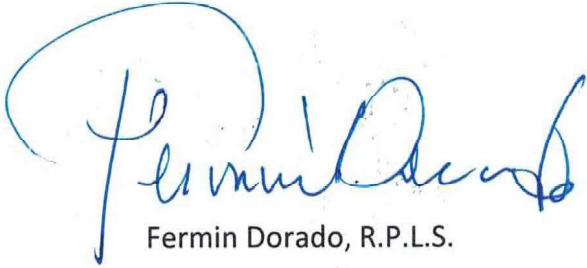
Thence North 31°42'03" East along the common line of Lots 8 and 9 a distance of ten and twenty two hundredths (10.22) feet to the northwesterly corner of the existing ten (10.00) feet easement;

Thence along arc of a curve to the right a distance of ninety and twenty four hundredths (90.24) feet said curve having a central angle of 86°01'34" a radius of one thousand three hundred one and sixteen hundredths (1301.16) feet a chord bearing of South 44°31'53" East with a chord distance of ninety and twenty two hundredths (90.22) feet for a corner on the easterly side of the five (5.00) feet easement;

Thence North $52^{\circ}19'12''$ East along the easterly line of the five (5.00) feet easement a distance of twenty two and forty eight hundredths (22.48) feet for a corner on the common line of Lots 9 and 10, Block 38, West Hills Subdivision Unit 12;

Thence South $01^{\circ}09'44''$ East along the common line of Lots 9 and 10, a distance of six and twenty two hundredths (6.22) feet to the point of beginning for this description;

Said vacated easement contains 1,037.00 square feet or 0.0238 acres of land more or less.



Fermin Dorado, R.P.L.S.

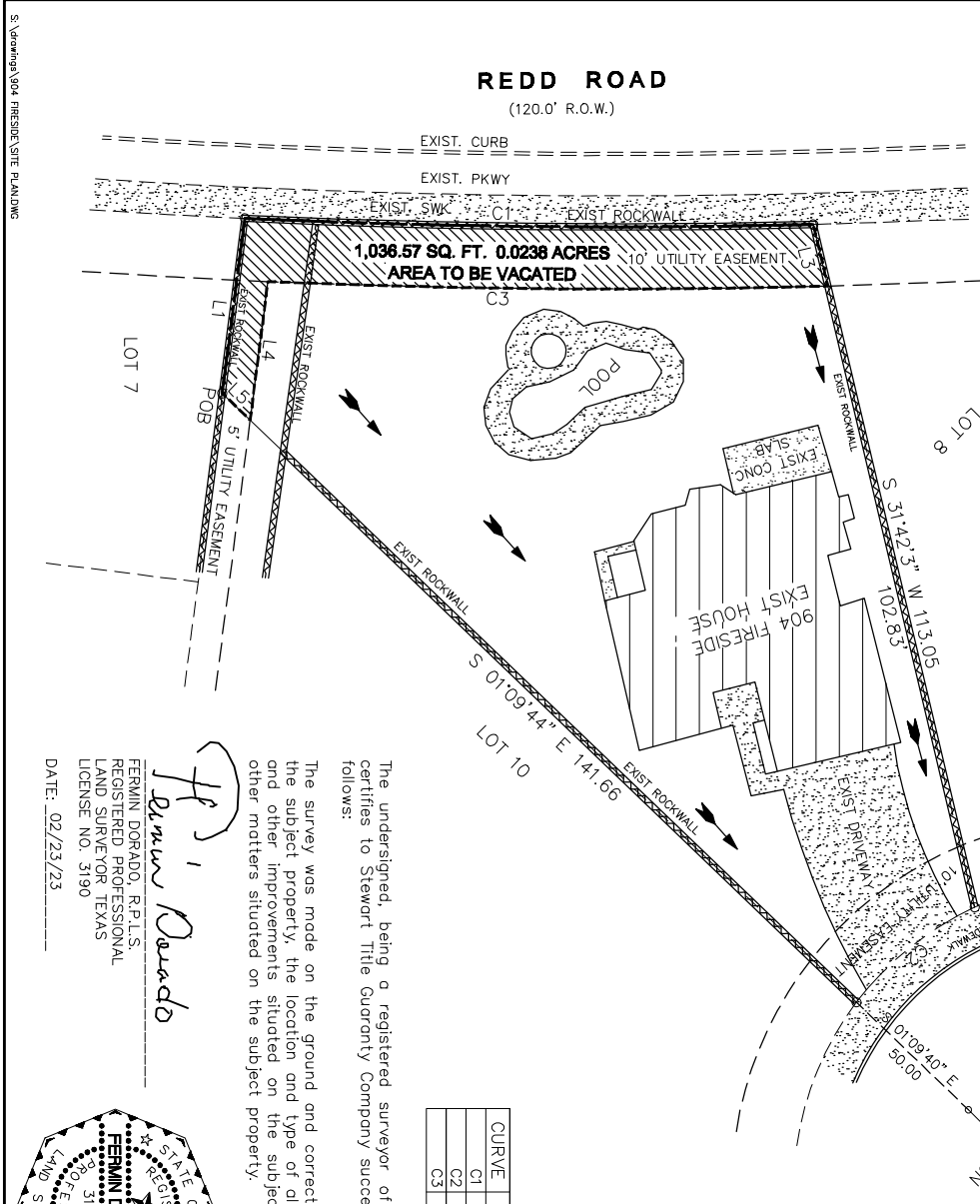


3/07/23



SCALE: 1"=20'

**904 FIRESIDE LANE
LOT 9, BLOCK 38
WEST HILLS UNIT 12**

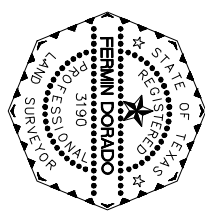


CURVE	DELTA	CHD BEARING	TANGENT	RADIUS	ARC LENGTH	CHD LENGTH
C1	85°56'02"	N 44°23'34" W	45.83	1291.16	91.63	91.61
C2	61°43'09"	N 83°45'49" W	12.60	50.00	24.68	24.43
C3	86°01'34"	S 44°31'53" E	43.14	1301.16	90.24	90.22

The undersigned, being a registered surveyor of the State of Texas certifies to Stewart Title Guaranty Company successors and assigns as follows:

The survey was made on the ground and correctly shows the area of the subject property, the location and type of all buildings, structures and other improvements situated on the subject property, and any other matters situated on the subject property.

Fernando Dorado
FERNANDO DORADO, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR TEXAS
LICENSE NO. 3190
DATE: 02/23/23



LOCATION MAP
SCALE 1:1600

- NOTES:**
- DEED REFERENCE IN INST NO. 20080083379, DEED RECORDS OF EL PASO COUNTY.
 - BASIS OF BEARING: WEST HILLS UNIT 12, RECORDED IN VOL. 0065, PG. 0036, DEEDS RECORDS OF EL PASO COUNTY
 - NOT TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY
 - PROPERTY IS CURRENTLY ZONED - R-3A

LINE	LENGTH	BEARING
L1	28.40	S 52°19'12" W
L2	10.00	S 00°05'06" W
L3	10.22	N 31°42'03" E
L4	22.48	N 52°19'12" E
L5	6.22	S 01°09'44" E

DORADO
ENGINEERING, INC.
ENGINEERS SURVEYORS PLANNERS
2717 E YANDELL EL PASO, TEXAS 79903 (915)982-0002
DORADO ENGINEERING, INC. - TEXAS REGISTERED SURVEYING FIRM
REGISTRATION NO. 10092100

904 Fireside Easement Vacation

City Plan Commission — April 6, 2023



CASE NUMBER/TYPE:	SUET23-00001 – EASEMENT VACATION
CASE MANAGER:	Stephanie Barrios-Urrieta, (915) 212-1585 Barrios-UrrietaS@elpasotexas.gov
PROPERTY OWNER:	Rosario Olivera
REPRESENTATIVE:	Dorado Engineering, Inc.
LOCATION:	North of Redd Rd. and West of Resler Dr. (District 1)
PROPERTY AREA:	0.0238 acres
ZONING DISTRICT(S):	R-3A (Residential District)

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of 904 Easement Vacation.



Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is requesting to vacate a ten-foot (10') utility easement and a five-foot (5') utility easement located in the rear and side portion of Lot 9, Block 38, of West Hills Unit 12. The area requested to be vacated is 0.0238 acres in size. The vacation would address an encroachment of an existing pergola that has been built.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	R-3A (Residential) / Residential development.
South	R-3A (Residential) / Public right-of-way.
East	R-3A (Residential) / Residential development.
West	R-3A (Residential) / Residential development.
Nearest Public Facility and Distance	
Park	Westside Community Park (0.19 mi)
School	Franklin High School (0.50 mi)
Plan El Paso Designation	
G4, Suburban (walkable)	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: N/A

CITY PLAN COMMISSION OPTIONS:

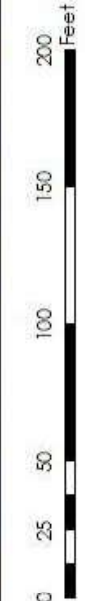
The City Plan Commission has the authority to advise City Council on easement vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

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. **(Staff Recommendation)**
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.
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:

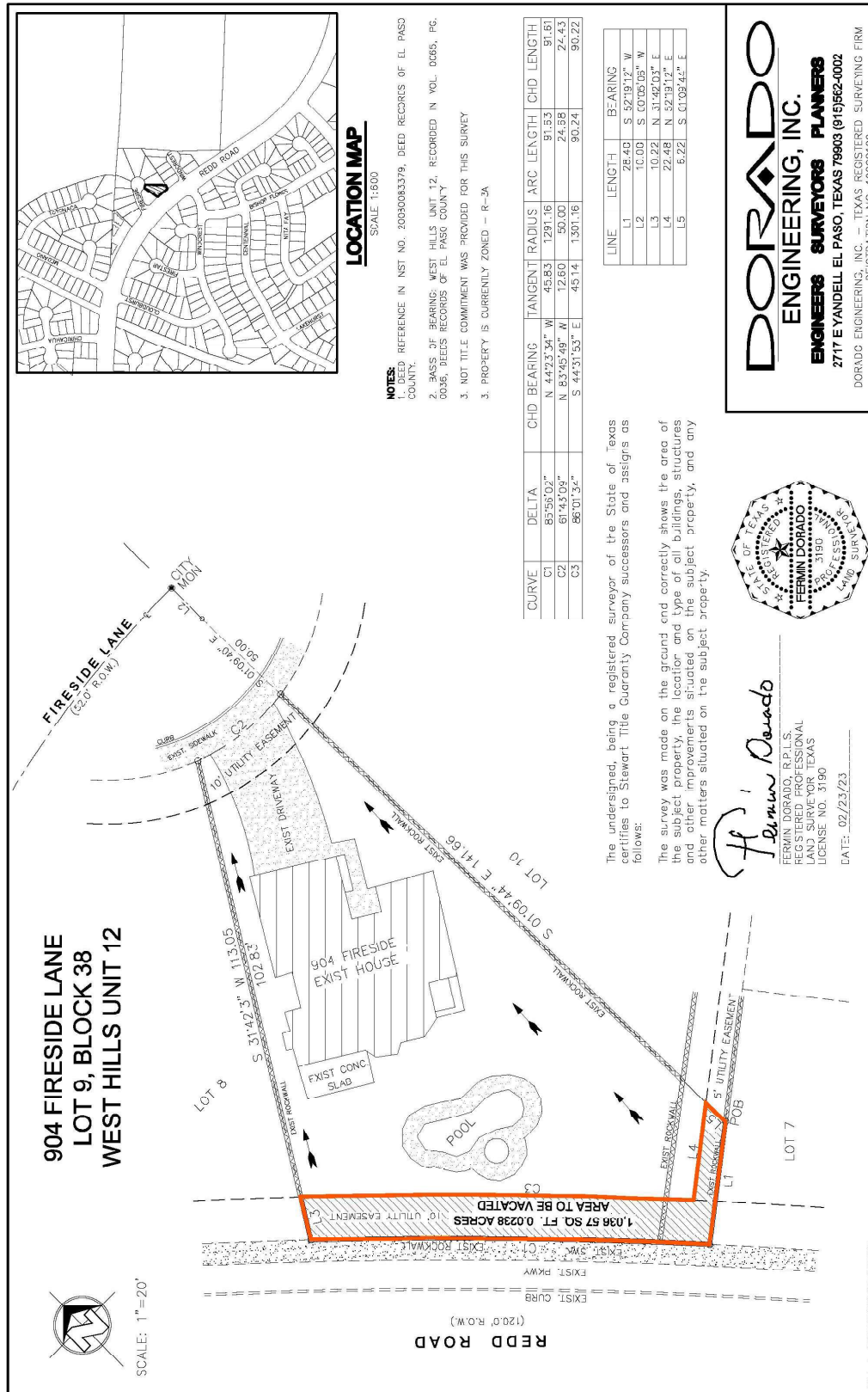
1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

904 Fireside Easement Vacation



This study is designed to test three hypotheses only. The first hypothesis is that there will be more complaints of sexual harassment from women in the private sector than in the public sector. The second hypothesis is that the number of complaints will be higher in the public sector than in the private sector. The third hypothesis is that the number of complaints will be higher in the public sector than in the private sector.

ATTACHMENT 2



ATTACHMENT 3

DORADO ENGINEERING GROUP

2717 E. YANDELL DR. EL PASO, TEXAS 79903 (915) 562-0002 FAX (915) 562-7743

904 Fireside Lane Easements Vacation

Metes and bounds description of an existing five feet and ten feet easements at 904 Fireside Lane being a portion of Lot 9, Block 38, West Hills Subdivision Unit 12, City of El Paso, County of El Paso, Texas, and being more particularly described as follows; Starting at an existing city monument located at the centerline of existing cul-de-sac at Fireside Lane, fronting 904 Fireside Lane; Thence South 00°05'06" West a distance of ten and no hundredths (10.00) feet to a point on the common extended common line of Lots 9 and 10, Block 38, West Hills Subdivision; Thence South 01°09'40" East along the extended common line of Lots 9 and 10, Block 38, West Hills Subdivision Unit 12 a distance of one hundred ninety one and sixty six hundredths (191.66) feet to the common southerly corner of Lots 9 and 10, Block 38, West Hills Subdivision Unit 12 said corner being the point of beginning for this description;

Thence South 57°19'12" West along the common line of Lots 9 and 10 a distance of twenty eighty and forty hundredths (28.40) feet to the common westerly corner of Lots 7 and 9, Block 12, West Hills Subdivision Unit 12, said corner lying on the easterly right of way line of Redd Road;

Thence along an arc of a curve to the left a distance of ninety one and sixty three hundredths (91.63) feet said curve having a central angle of 85°56'02" a radius of one thousand two hundred ninety one and sixty hundredths (1291.16) feet a chord bearing of North 44°23'34" West a chord distance of ninety one and sixty one hundredths (91.61) feet to the common southerly corner of Lots 8 and 9, Block 38, West Hills Subdivision Unit 12;

Thence North 31°42'03" East along the common line of Lots 8 and 9 a distance of ten and twenty two hundredths (10.22) feet to the northwesterly corner of the existing ten (10.00) feet easement;

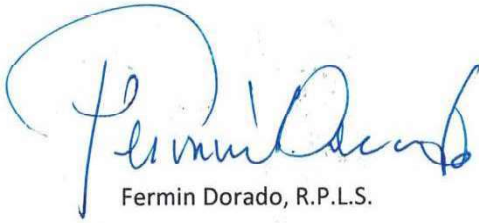
Thence along arc of a curve to the right a distance of ninety and twenty four hundredths (90.24) feet said curve having a central angle of 86°01'34" a radius of one thousand three hundred one and sixteen hundredths (1301.16) feet a chord bearing of South 44°31'53" East with a chord distance of ninety and twenty two hundredths (90.22) feet for a corner on the easterly side of the five (5.00) feet easement;

S:\Drawings\904 FIRESIDE\M&B EASEMENTS VACATION

Thence North 52°19'12" East along the easterly line of the five (5.00) feet easement a distance of twenty two and forty eight hundredths (22.48) feet for a corner on the common line of Lots 9 and 10, Block 38, West Hills Subdivision Unit 12;

Thence South 01°09'44" East along the common line of Lots 9 and 10, a distance of six and twenty two hundredths (6.22) feet to the point of beginning for this description;

Said vacated easement contains 1,037.00 square feet or 0.0238 acres of land more or less.


Fermin Dorado, R.P.L.S.



3/07/23

S:\Drawings\904 FIRESIDE\M&B EASEMENTS VACATION

ATTACHMENT 4

(5)



904 FIRESIDE ST

VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 10-26-22 File No. _____

1. APPLICANTS NAME ROSARIO OLIVERA
ADDRESS 904 FIRESIDE ZIP CODE 79912 TELEPHONE 915-422-1799
2. Request is hereby made to vacate the following: (check one)
Street ☐ Alley ☐ Easement ☒ Other ☐
Street Name(s) FIRESIDE Subdivision Name WEST HILLS UNIT 12
Abutting Blocks 38 Abutting Lots 8 & 10
3. Reason for vacation request: TO EXPAND USE OF BACK YARD
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 ☒ NONE
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>Rosario Olivera</u>	<u>LOT 9, BLK 38</u>	<u>(915) 832-1236</u>
	<u>WEST HILLS UNIT 12</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: Rosario Olivera REPRESENTATIVE SIGNATURE: Herminio Duran
REPRESENTATIVE (PHONE): 915-562-0002 - DONADO EXAR.
REPRESENTATIVE (E-MAIL): donadoengmeering@sbe-global.net

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

Planning does not object.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend Approval with condition
The Developer/Engineer shall address the following comments.

1. Closure report does not coincide with the survey.

Parks and Recreation Department

We have reviewed **904 Fireside Vacation Request**, a survey map and on behalf of Parks & Recreation Department, we offer “No” objections to this proposed right of way vacation request.

El Paso Water

EPWater-PSB does not object to this request.

West Hills Unit 12 Plat shows the property is in Block 35, the survey says Block 38. Revise survey to show correct block description.

Water:

There is an existing 6-inch diameter water main that extends along Fireside Ln., located approximately 18-feet west of the east right-of-way line. This main is available for service.

There is an existing 24-inch diameter water main that extends along Redd Rd., located approximately 28-feet south of the north right-of-way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 16-inch diameter water main that extends along Redd Rd., located approximately 40-feet south of the north right-of-way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

EPWater records indicate an active ¾-inch domestic water meter serving the subject property. The service address for this meter is 904 Fireside Ln.

Previous water pressure from fire hydrant #6330, located on the southeast corner of Redd Rd. and Fireside Ln., has yielded a static pressure of 98 (psi), a residual pressure of 92 (psi), and a discharge of 919 (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 Fireside Ln., located approximately 31-feet west of the east right-of-way line. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Redd Rd., located approximately 82-feet south of the north right-of-way line.

General:

EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the

costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Texas Gas

No comments received.

El Paso Electric

No objections.

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

No comments received.

Sun Metro

No comments received.

Fire Department

No comments received.

Streets and Maintenance Department

No objections.

Capital Improvement Department

No comments received.

Spectrum

We have reviewed your request for the above referenced Utility Easement, and Spectrum Communications hereby grants an abandonment located near 904 Fireside, El Paso, TX. Spectrum Communications retains the right of access to any remaining partial or full utility easements on the property for the purpose of future construction or maintenance of existing facilities.

If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.



Legislation Text

File #: 23-1109, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Environmental Services Department, Nicholas Ybarra, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance amending Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management) to delete the construction and demolition manifest requirement in section 9.04.280 (Manifest Requirement) and to delete references to the said manifest in sections 9.04.020 (Definitions), 9.04.460 (Hauler Records) and 9.04.480 (Suspension, Revocation of a Hauler Permit; Appeals); the penalty being as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: August 29, 2023
PUBLIC HEARING DATE: September 12, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicholas Ybarra, (915) 212-6000

DISTRICT(S) AFFECTED: All

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

SUBGOAL:

SUBJECT:

An ordinance amending title 9 (health and safety), chapter 9.04 (solid waste management) to delete the construction and demolition manifest requirement in section 9.04.280 (manifest requirement) and to delete references to the said manifest in sections 9.04.020 (definitions), 9.04.460 (hauler records) and 9.04.480 (suspension, revocation of a hauler permit; appeals); the penalty being as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

Revisions approved by Council 8/24/10, 12/21/10, 2/4/14.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.04 (SOLID WASTE MANAGEMENT) TO DELETE THE CONSTRUCTION AND DEMOLITION MANIFEST REQUIREMENT IN SECTION 9.04.280 (MANIFEST REQUIREMENT) AND TO DELETE REFERENCES TO THE SAID MANIFEST IN SECTIONS 9.04.020 (DEFINITIONS), 9.04.460 (HAULER RECORDS) AND 9.04.480 (SUSPENSION, REVOCATION OF A HAULER PERMIT; APPEALS); THE PENALTY BEING AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, City Code Section 9.04.280 requires that haulers of construction and demolition material maintain a manifest indicating the disposal of said material at an authorized solid waste facility;

WHEREAS, said requirement is of a previously established and subsequently deleted flow control requirement whereby waste haulers were required to dispose of solid waste collected within the City of El Paso, at certain municipal solid waste facilities; and

WHEREAS, the City Council now wishes to delete the construction and demolition manifest requirement contained in Section 9.04.280 and all references to said requirement from the City Code, as said requirement and references are obsolete.

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

Section 1. That Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management) Section 9.04.020 (Manifest Requirement), Subsection 11 be deleted, and that it be reserved as follows:

9.04.020 Definitions.

As used in this chapter the following words, terms, and phrases shall have the following meanings, except where the context clearly indicates a different meaning:

11. RESERVED.

Section 2. That Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management) Section 9.04.280 (Manifest Requirement) be deleted, and that it be reserved as follows:

9.04.280 - Reserved

ORDINANCE NO. _____

23-918| 496116 | Ordinance Amending Title 9 CDM Manifest
JG

Section 3. That Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management) Section 9.04.460 (Hauler Records) be amended as follows:

9.04.460 Hauler Records

Each permitted hauler shall maintain current customer records, including customer name, address, service level information, and routing records, including permitted vehicle number, collection day and daily routes. In addition, each permitted hauler shall keep such records, including scale house tickets, receipts, invoices, and other pertinent papers, in such form as the director may require and for a period no less than two consecutive calendar years. Such records shall include, but not be limited to, documents identifying the authorized municipal solid waste facility or recycling facility where solid waste and recyclable materials collected in the City were delivered for proper transfer, storage or disposal. The director may examine the books, papers, records, financial reports, equipment, and other facilities of any permitted hauler in order to verify compliance with this chapter.

Section 4. That Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management) Section 9.04.480 (Suspension, revocation of hauler permit; appeals), Subsection “C.1” be amended as follows:

C. Hauler permit appeals.

1. If the director denies an application for a hauler permit or suspends or revokes a hauler permit, the director shall prepare a report within ten business days of taking such action, indicating the reasons for the denial, suspension or revocation. The director's decision is final unless, within ten calendar days from the date of receiving the director's notice of the action, the appealing party files with the city clerk a written appeal to the city manager specifying reasons for the appeal. Said appeal shall also include a written rebuttal to the director's report.

Section 5. Except as herein amended, Title 9 (Health and Safety) shall remain in full force and effect.

Section 6. This Ordinance shall take effect immediately.

ADOPTED this ____ day of _____ 2023

(SIGNATURES ON THE FOLLOWING PAGE)

ORDINANCE NO. _____

23-918| 496116 | Ordinance Amending Title 9 CDM Manifest
JG


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

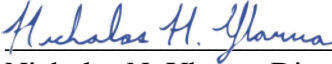
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas N. Ybarra, Director
Environmental Services Department

ORDINANCE NO. _____
23-918| 496116 | Ordinance Amending Title 9 CDM Manifest
JG



Legislation Text

File #: 23-1110, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Environmental Services Department, Nicholas Ybarra, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting El Paso Bench Ads, LLC a non-exclusive franchise for waste containers on sidewalks and other City property.

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

DEPARTMENT: Environmental Services

AGENDA DATE: August 29, 2023

PUBLIC HEARING DATE: September 12, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Nicholas Ybarra, Director 915-212-6000

DISTRICT(S) AFFECTED: All Districts

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

SUBJECT:

An ordinance granting to El Paso Bench Ads, LLC a non-exclusive franchise for waste containers on sidewalks and other city property.

BACKGROUND / DISCUSSION:

This is a renewal of an existing waste container franchise.

A franchise agreement is required for the placement of solid waste containers on City property. The Ordinance, acknowledged by the franchisee, identifies standards to be maintained for the placement, maintenance, and use for advertising of the solid waste containers at locations identified in the ordinance.

PRIOR COUNCIL ACTION:

El Paso Bench Ads, LLC's previous Ordinance was approved by Council on October 2, 2018.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



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

ORDINANCE NO. _____

**AN ORDINANCE GRANTING TO EL PASO BENCH ADS,
LLC A NON-EXCLUSIVE FRANCHISE FOR WASTE
CONTAINERS ON SIDEWALKS AND OTHER CITY
PROPERTY**

WHEREAS, El Paso Bench Ads, LLC, a Texas limited liability company desires to place waste containers on sidewalks and other City property in accordance with El Paso City Code Section 13.20.120; and

WHEREAS, the City of El Paso (the “City”) desires to allow El Paso Bench Ads, LLC to place waste containers on sidewalks and other City property.

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

1. There is hereby granted to El Paso Bench Ads, LLC, hereinafter called “Grantee,” and his assigns, a non-exclusive franchise under El Paso City Code 13.20.120 to place and maintain up to 150 “waste containers” meeting the criteria discussed herein, on sidewalks and other City property. The size of the waste containers shall not exceed thirty-six (36) inches in height and thirty-six (36) inches in width, or as otherwise specified in the El Paso City Code, and the design and construction of the waste containers shall be subject to prior approval by the Director for the Department of Environmental Services (the “Director”) of the City. The waste containers must be durable and attractively constructed and shall at all times be maintained by Grantee in such condition as not to constitute a hazard to persons or property, or impede in any way the flow of vehicular or pedestrian traffic, with five feet of free and unobstructed passage around the waste container. The specific, fixed locations for Grantee’s waste containers are on Exhibit “A”, however, if the Traffic Engineer determines that any of the locations or container placements do not meet these requirements or hinders pedestrian or vehicular traffic, the Traffic Engineer shall direct Grantee to relocate or

1

remove such waste containers in conformity with this franchise and City Code. Grantee shall comply with the sign regulations contained in City Code Section 20.18.020C, and shall register any new locations with the City's Planning Department if any changes to Exhibit "A" are sought after City Council approves this franchise. This franchise does not grant the right to locate waste containers on property owned or controlled by the Texas Department of Transportation (TxDOT). The location of any waste containers on property or right of way not owned or controlled by the City of El Paso must be by separate agreement with the appropriate entity.

2. The term of this franchise shall be a five-year period beginning October 2, 2023, unless the agreement is otherwise terminated as provided herein. If Grantee is not in default of this agreement, the Grantee may request a one-year extension in writing no later than ninety days before the end of the term, unless or until cancelled or terminated as provided for herein. The City Manager or designee is authorized to approve this option to extend.

3. Grantee may use the space on the waste containers for advertising reputable and reliable business concerns that contract for the space. Grantee will not be prohibited from placing any advertisement on the waste containers based on content. This agreement does not allow advertising for any illegal business or activity, a political party, the candidacy of any person for political office, or that is of a character deemed by the City Council to be improper for exhibition in the public streets or parks when judged by contemporary community standards.

4. If any improvements are to be constructed or repairs made, whether by the City or a utility company, on any sidewalk or other City property where Grantee has placed any waste containers, Grantee shall, upon written notice from the Director, remove any waste containers located on the affected City property. The Director shall give Grantee fourteen days written notice of the date

when the construction of improvements on such City property is to begin, and Grantee shall remove such waste containers prior to the commencement of construction.

5. During the life of this franchise, Grantee shall maintain, repair or replace the waste containers as necessary, and shall keep them reasonably clean, in neat and attractive appearance, and free of odors. Grantee may change the design of the waste containers if it deems advisable, but such changes shall be subject to prior approval of the Director.

5.1 The City will provide written notice to the Grantee in the case of any problem waste container(s) and if the problem is not cured within seven days of that notice, the City can order the removal of said waste container(s).

5.2 If Grantee does not remove the problem waste container(s) within seven days of the City's removal order, the City will remove and dispose of the waste container(s) at the Grantee's cost.

5.3 The timeframes referenced in this Section 5 may be accelerated by the City in the case of an imminent public health or safety hazard.

6. As part of the consideration for the grant of this franchise, Grantee agrees during the term hereof:

6.1 To collect all refuse from the waste containers on a schedule to be approved by the Director within five days of the City's approval of this ordinance and within the timeframe subsequently approved by the Director after any change to the initially approved schedule.

6.2 To dispose of such refuse in a legal and proper manner including, but not limited to applicable City ordinance.

7. If Grantee collects and disposes of the refuse or uses his own employees to collect and dispose of the refuse, Grantee shall obtain, pay for and keep in effect a City commercial hauler's license, and shall comply with all laws, codes and ordinances applicable to the collection, hauling and disposal of refuse. Grantee may contract with a permitted hauler to collect and dispose of the refuse.

8. Grantee is deemed, at all times, an independent contractor and is responsible for his own acts. GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY,

ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, DAMAGE, EXPENSE OR CLAIM OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THIS FRANCHISE, WHICH ARE THE RESULT OF ANY ACT OR OMISSION OF GRANTEE. GRANTEE SHALL GIVE THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. GRANTEE SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS FRANCHISE.

9. During the term of this franchise, the Grantee will carry public liability insurance by a solvent insurance company authorized to do business in Texas, for the protection of itself and the City, which must be named as an additional insured. The limits of liability must be at least \$250,000 for bodily injury or wrongful death of one person, \$500,000 for more than one person in the same accident, and \$100,000 property damage. The form of the policy is subject to approval by the City and a copy, or a certificate of insurance, must be filed with the City Clerk. The policy must provide that it cannot be canceled without ten days prior notice in writing to the City Clerk.

10. Grantee must comply with all applicable laws, regulations and ordinances.

11. The City may terminate this franchise without cause, for any reason whatsoever, upon thirty days written notice to Grantee.

12. Upon termination of this franchise, the City Council may either require Grantee to remove the containers or the City may acquire the containers as described. If the City opts to acquire the property of Grantee located in accordance with this Agreement, the grant hereof, and such property will be transferred to the City upon the payment by the City to Grantee of a fair valuation. The fair valuation shall be ascertained by the arbitration and appraisal of a majority of three appraisers,

one of whom shall be appointed by the City of El Paso, one of whom shall be appointed by the Grantee, and one of whom shall be appointed by the first two appraisers so appointed by the City and Grantee. If said two appraisers are unable to agree on the designation of a third appraiser, or if the City or Grantee refuses for a period of thirty days after notice to appoint or designate an appraiser, the County Judge of El Paso County, Texas, shall designate such appraiser. The valuation as fixed by a majority of three appraisers shall not include any payment or valuation because of any value derived from the franchise or the fact that it is or may be a going concern, duly installed and operated. If the City Council shall not desire to acquire the property by the payment of a fair valuation therefore, the property shall be removed by the Grantee without cost or expense to the City, and the sidewalk or other public place where the property was located shall be restored to its former condition.

13. This franchise may not be assigned without the prior written consent of the City; which consent will not be unreasonably withheld.

14. As consideration for this franchise, Grantee will pay to the City the annual franchise fee in the amount authorized by the El Paso City Council in Schedule C of the City's Budget Resolution, as amended on or before the 15th day following the granting of this franchise. In addition, on March 31, June 30, September 30 and December 31 of each year during the term of this franchise, the Grantee will submit a quarterly payment in the amount authorized by City Council per waste container in service per month. By way of example, the February 28, 2023 payment shall cover the period from the date of execution to March 31, 2023, and the June 30, 2023 payment shall cover the period from April 1, 2023 to June 30, 2023. This fee will include a report listing the number of waste containers in service, their location and reason for removing a waste container. If the City does not receive one or more of the referenced franchise fees by their due date, the City

shall send a written notice of default to the Grantee for lack of payment. The City will give Grantee ten calendar days from the date of such notice to pay in full or the franchise will be terminated at the end of the ten-day period. If the Grantee is found to be violating the provisions of this franchise or submitting false records listing locations or number of waste containers, the penalties listed in Section 1.08.030 of the City Code shall be pursued by the City against Grantee. All payments shall be submitted to the Comptroller of the City of El Paso, at the following address: P.O. Box 1890, El Paso, Texas 79950-1890.

15. The City may conduct periodic audits of the waste container locations to ensure quarterly reporting is accurate. The Department of Environmental Services may also investigate any and all complaints addressing waste container condition, locations, and nuisances caused by these waste containers.

16. In addition, Grantee must allow the City to use ten percent of its advertising space on its waste containers to publicize upcoming City-sponsored events and City-related community services messages. The Grantee will meet with the Director within ten days following the execution of this ordinance and again annually as of the date of the granting of this franchise to discuss the number and location of spaces available for City use. The locations shall be fixed until such time as the City agrees to a different location. The City is entitled to use ten percent of the total advertising spaces that the Grantee had available during the immediately preceding three months. There will be no more than one space per waste container for City use. The Grantee reserves the right to try to solicit sponsorship for the spaces allotted for City use. The City reserves the right to approve the wording and design of such advertisements and to accept sponsors. If the Grantee does not have a sponsor for the spaces allotted for City use, the City has the option to furnish its own signs for placement by the Grantee on the waste containers. The City reserves the

right to give the Grantee thirty days written notice to update or change the advertisement wording or design of a space reserved for City use.

17. Grantee herein shall indicate the acceptance of the provisions of this Ordinance in writing within five days after the passage thereof.

18. Written notice to the other party may be provided at the following addresses, or at a new address as provided in writing to the nonmoving party by a party that has moved its physical location within thirty days of said relocation without the necessity of amending this contract:

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

Grantee:	El Paso Bench Ads, LLC Attn: Owner 1025 Texas Ave. Ste. 101 El Paso, Texas 79901
----------	---

ADOPTED this _____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

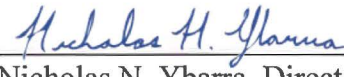
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas N. Ybarra, Director
Environmental Services Department

(Acceptance and Acknowledgment follow on next page)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 3 day of August, 2023.

El Paso Bench Ads, LLC, a Texas limited liability company

By: [Signature]

Name: Tyler Lyon

Title: Owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 3 day of August, 2023, by Tyler Lyon, acting as the Owner of El Paso Bench Ads, LLC.



[Signature]
Notary Public, State of Texas

Notary's Printed or Typed Name:

Claudia Kay Mendoza

My Commission Expires:

05/14/2025

ORDINANCE NO. _____

23-1169-TRAN-498387|El Paso Bench Ads, LLC- Waste Container Franchise ORD\JG

EXHIBIT “A”

EXHIBIT 'A'

Main Street	Cross Street	No Authorized
ARTCRAFT	UPPER VALLEY	2
DONIPHAN	COUNTRY CLUB	4
DONIPHAN	LINDBERGH	1
DONIPHAN	REDD	2
DONIPHAN	SUNLAND PARK	2
DONIPHAN	SUNSET	2
EDGEMERE	SIOUX	2
FAIRBANKS	MCCOMBS	2
FAIRBANKS	RUSHING	1
GEORGE DIETER	BOB MITCHELL	4
GEORGE DIETER	CHITO SAMANIEGO	2
GEORGE DIETER	EDGEMERE	2
GEORGE DIETER	VISTA DEL SOL	4
GOLDEN KEY	VISCOUNT	1
KENWORTHY	COHEN	2
LEE TREVINO	BRUNHAM	2
LEE TREVINO	EDGEMERE	1
LEE TREVINO	PEBBLE HILLS	1
LEE TREVINO	SAM SNEAD	1
MEDICAL CENTER	MURCHISON	1
MESA HILLS	WALLENBERG	2
MISSOURI	DALLAS	1
MONTANA	BROWN	1
MONTANA	TIERRA ESTE	2
MONTWOOD	BOB MITCHELL	4
MONTWOOD	DESERT SUN	2
MONTWOOD	LAKE OMEGA	2
MONTWOOD	ROBERT WYNN	2
NORTH DESERT	PASEO DEL NORTE	1
NORTH LOOP	GILMORE	2
MESA	BRENTWOOD	2
MESA	MESA HILLS	2
MESA	MONTECILLO	2
NORTHWESTERN	HELEN OF TROY	4
NORTHWESTERN	PASO DEL NORTE	2
NORTHWESTERN	TRANSMOUNTAIN	4
OREGON	RIM	1
OREGON	SCHUSTER	2
PEBBLE HILLS	NOLAN RICHARDSON	2
PIEDRAS	GRANT	2
REDD	BEAR RIDGE	4
REDD	THORN	2
RESLER	DESERT PASS	2
RESLER	EL CAJON	3
RESLER	NORTHERN PASS	4

RESLER	ORIZABA	2
RESLER	PASEO DEL NORTE	4
SCHUSTER	BROWN	3
SHADOW MOUNTAIN	CAPROCK	2
SUNLAND PARK	CHERMONT	2
SUNLAND PARK	CONSTITUTION	2
SUNLAND PARK	EMORY	4
SUNLAND PARK	JC MACHUCA	1
THORN	SOUTHWESTERN	4
WESTSIDE	COUNTRY CLUB	1
WESTWIND	OJO DE AGUA	4
YARBROUGH	PEBBLE HILLS	2
YARBROUGH	TRAWOOD	2
ZARAGOZA	CHARLES SCHULTE	3
ZARAGOZA	EDGEMERE	3
ZARAGOZA	PEBBLE HILLS	4
ZARAGOZA	RICH BEEM	4
ZARAGOZA	SOMBRA DEL SOL	2
ZARAGOZA	SUN FIRE	3
ZARAGOZA	TIERRA ESTE	2
		150



Legislation Text

File #: 23-1140, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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

Planning and Inspections, Jorge Olmos, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance vacating a portion of City right-of-way over a portion of Mobile Street, Map of Westlyn Heights Addition, City of El Paso, El Paso County, Texas.

Subject Property: Mobile Street

Applicant: El Paso Electric Company, SURW23-00004

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

AGENDA DATE: August 29, 2023
PUBLIC HEARING DATE: September 12, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Jorge Olmos, (915) 212-1607

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 vacating a portion of City right-of-way over a portion of Mobile Street, Map of Westlyn Heights Addition, City of El Paso, El Paso County, Texas.

Subject Property: Mobile Street
Applicant: El Paso Electric Company, SURW23-00004

BACKGROUND / DISCUSSION:

El Paso Electric is requesting to vacate a portion of unimproved Mobile right-of-way in order to expand its current electric substation to provide better services to the surrounding area. The City Plan Commission recommended 8-0 to approve the proposed vacation request on February 23, 2023. As of August 1, 2023, the Planning Division has not received any communication in support of or opposition to the vacation request. See attached staff report for additional information. The applicant has provided funds in the amount of \$52,000, the amount of the appraised market value for the portion of the ROW being vacated.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF CITY RIGHT-OF-WAY OVER A PORTION OF MOBILE STREET, MAP OF WESTLYN HEIGHTS ADDITIONS CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the abutting property owners have requested vacation of the City right-of- way located on a parcel of land being a portion of a portion of Mobile Street, Map of Westlyn Heights Additions, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a portion of a portion of Mobile Street, Map of Westlyn Heights Addition, City of El Paso, El Paso County, Texas, should be vacated 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 a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as a portion of Mobile Street, Map of Westlyn Addition, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibit “A” and in the attached survey identified as Exhibit “B” and made a part hereof by reference is hereby vacated.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City’s right, title and interest in and to such vacated property to El Paso Electric Company.

ADOPTED this _____ day of _____ 2023.

THE CITY OF EL PASO:

ATTEST:

Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

(Quitclaim Deed on following page)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO } **QUITCLAIM DEED**

That in consideration of the receipt by the **CITY OF EL PASO** of Ten Dollars (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto El Paso Electric (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF MOBILE STREET, MAP OF WESTLYN HEIGHTS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____ 2023.

CITY OF EL PASO

ATTEST:

Cary Westin, Interim City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

Philip F. Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this ____ day of _____, 2023, by Cary Westin as Interim 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 Electric Company
P.O. Box 982
El Paso, Texas 79902-0982

ORDINANCE NO. _____
 HQ 23-494 | Tran #
 Mobile ROW vacation
 RTA

SURW23-00004

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

METES AND BOUNDS DESCRIPTION

Description of a portion of Mobile Street, Map of the Westlyn Heights Addition, filed for record in Volume 17, Page 23, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found original military reservation monument on the easterly right-of-way line of El Paso and Southwestern Railroad, being the most northwesterly corner of Map of the Westlyn Heights Addition, filed for record in Volume 17, Page 23, Real Property Records of El Paso County, Texas; **WHENCE** another found original military reservation monument bears S 87°56'46" E (N 88°35'00" E-Record) (S 87°57'21" E-TxDOT), a distance of 2114.27 feet; **THENCE**, S 87° 56' 46" E (N 88° 35' 00" E - Record) (S 87° 57' 21" E - TxDOT), leaving said easterly right-of-way line of El Paso and Southwestern Railroad along the northerly line of Map of the Westlyn Heights Addition, a distance of 213.76 feet to a point on the westerly TxDOT right-of-way line (as per Volume 528, Page 72, Real Property Records of El Paso County, Texas); **THENCE** along the westerly TxDOT right-of-way line (as per Volume 528, Page 72), the following three (3) calls: **THENCE**, S 02° 03' 14" W (S 01° 25' 00" E - Record) (S 02° 02' 39" W - TxDOT), leaving said northerly line of Map of the Westlyn Heights Addition, a distance of 10.00 feet to a point on the northerly line of Block 5, Map of the Westlyn Heights Addition; **THENCE**, S 87° 56' 46" E (N 88° 35' 00" E - Record) (S 87° 57' 21" E - TxDOT), along said northerly line of Block 5, a distance of 42.00 feet to a point; **THENCE**, S 02° 03' 14" W (S 01° 25' 00" E - Record) (S 02° 02' 39" W - TxDOT), leaving said northerly line of Block 5, a distance of 130.00 feet to a found old 5/8" rebar on the northerly right-of-way line of Mobile Street (50' right-of-way) (dedicated to the public by the Map of Westlyn Heights Addition), said old 5/8" rebar being the **POINT OF BEGINNING** of this description;

THENCE, S 02° 03' 14" W (S 01° 25' 00" E - Record) (S 02° 02' 39" W - TxDOT), leaving the northerly right-of-way line of said Mobile Street along the westerly TxDOT right-of-way line (as per Volume 528, Page 72), a distance of 50.00 feet to a found concrete monument (broken) on the southerly right-of-way line of Mobile Street;

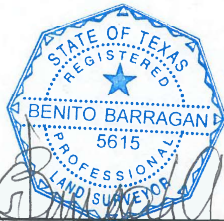
THENCE, N 87° 56' 46" W (S 88° 35' 00" W - Record) (N 87° 57' 21" W - TxDOT), leaving said westerly TxDOT right-of-way line (as per Volume 528, Page 72) along the southerly right-of-way line of Mobile Street, a distance of 350.33 feet to a found 1/2" rebar with yellow cap stamped "B&A Inc" being the beginning of a non-tangential curve on the easterly right-of-way line of El Paso and Southwestern Railroad;

THENCE, leaving said southerly right-of-way line of Mobile Street along the easterly right-of-way line of El Paso and Southwestern Railroad, 56.44 feet, along an arc of a curve to the left with a radius of 3824.78 feet, an interior angle of 00° 50' 44", and a chord which bears N 29° 40' 59" E, a distance of 56.44 feet to a found 1/2" rebar with yellow cap stamped "B&A Inc" at the intersection with a non-tangential line on the northerly right-of-way line of Mobile Street;

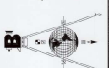
THENCE, S 87° 56' 46" E (N 88° 35' 00" E - Record) (S 87° 57' 21" E - TxDOT), leaving said easterly right-of-way line of El Paso and Southwestern Railroad along the northerly right-of-way line of Mobile Street, a distance of 324.16 feet to the **POINT OF BEGINNING** of this parcel and containing in all 0.39 acres of land more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are referenced to the Texas Coordinate System of 1983, Texas Central Zone 4203, and are based on the North American Datum of 1983, 2011 Adjustment. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required before any conveyance of property.
4. A survey dated 11/15/2022 accompanies this description.



Benito Barragan, Texas R.P.L.S. 5615
 Barragan and Associates Inc.
 Texas Surveying Firm # 10151200
 November 15, 2022
 Job No. 221101-12



MOBILE STREET, WITHIN
THE WESTLYN HEIGHTS ADDITION,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
AREA 0.39 ACRES ±

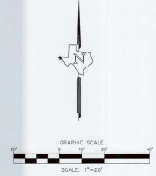
CEA Group
UNIMAIL TURK
Benito Sarrazon
SURVEYOR
A.4.
TECHNICIAN
A.4.
DRAWN
G.C.
FIELD

MOBILE STREET

PREPARED BY AND UNDER
THE AUTHORITY OF


SHEET 1 OF 1

- DIRT & GUTTER
- GUARD RAIL
- CHAIN LINK FENCE
- BLOCK WALL
- SIGN
- UTILITY SERVICE POLE
- OVERHEAD ELECTRIC
- WATER LINE (APPROXIMATE LOCATION)
- CONCRETE
- PAVEMENT
- MAJOR CONTOUR
- MINOR CONTOUR
- SPOT ELEVATION



Mobile Street ROW Vacation

City Plan Commission — February 23, 2023



CASE NUMBER/TYPE:	SURW23-00004 – Right-of-way Vacation
CASE MANAGER:	Jorge Olmos, (915) 212-1607, OlmosJA@elpasotexas.gov
PROPERTY OWNER:	El Paso Electric Company
REPRESENTATIVE:	CEA Group
LOCATION:	North of Pershing Dr. and west of US-54 (District 2)
PROPERTY AREA:	0.39 acres
VESTED RIGHTS STATUS:	Not Vested
PARK FEES:	Park Fees Not Required
ZONING DISTRICT(S):	R-4 (Residential)
PUBLIC INPUT:	No opposition received as of February 16, 2023

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the Mobile Street right-of-way (ROW) vacation.

Mobile Street Vacation

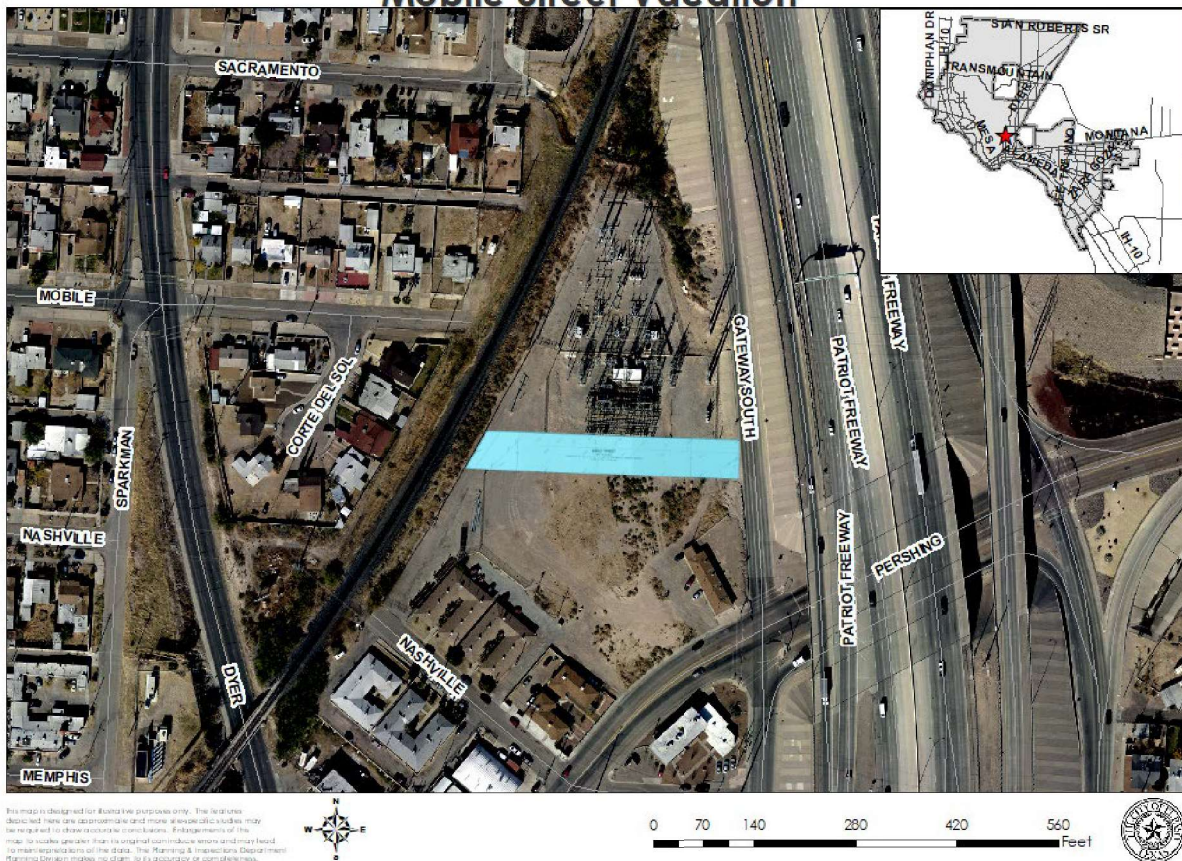


Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is proposing to vacate a 0.39 acre portion of Mobile Street, approximately fifty (50) feet by three hundred and fifty (350) feet, in order to expand its current electric substation in order to enhance its capability and provide better service to the surrounding area. The applicant owns the properties on both sides abutting the right-of-way proposed to be vacated. The right-of-way is currently unpaved, with no utility infrastructure.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	R-4 (Residential) / Utility structure
South	R-4 (Residential) / Vacant
East	R-4 (Residential) / Vacant
West	R-4 (Residential) / Residential development
Nearest Public Facility and Distance	
Park	Pollard Park (0.10 miles)
School	Coldwell Elementary School (0.36 miles)
Plan El Paso Designation	
G-2, Traditional Neighborhood (Walkable)	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on February 3, 2023 to all property owners within 200 feet of the subject property. As of February 16, 2023, staff has not received any communication regarding this request.

CITY PLAN COMMISSION OPTIONS:

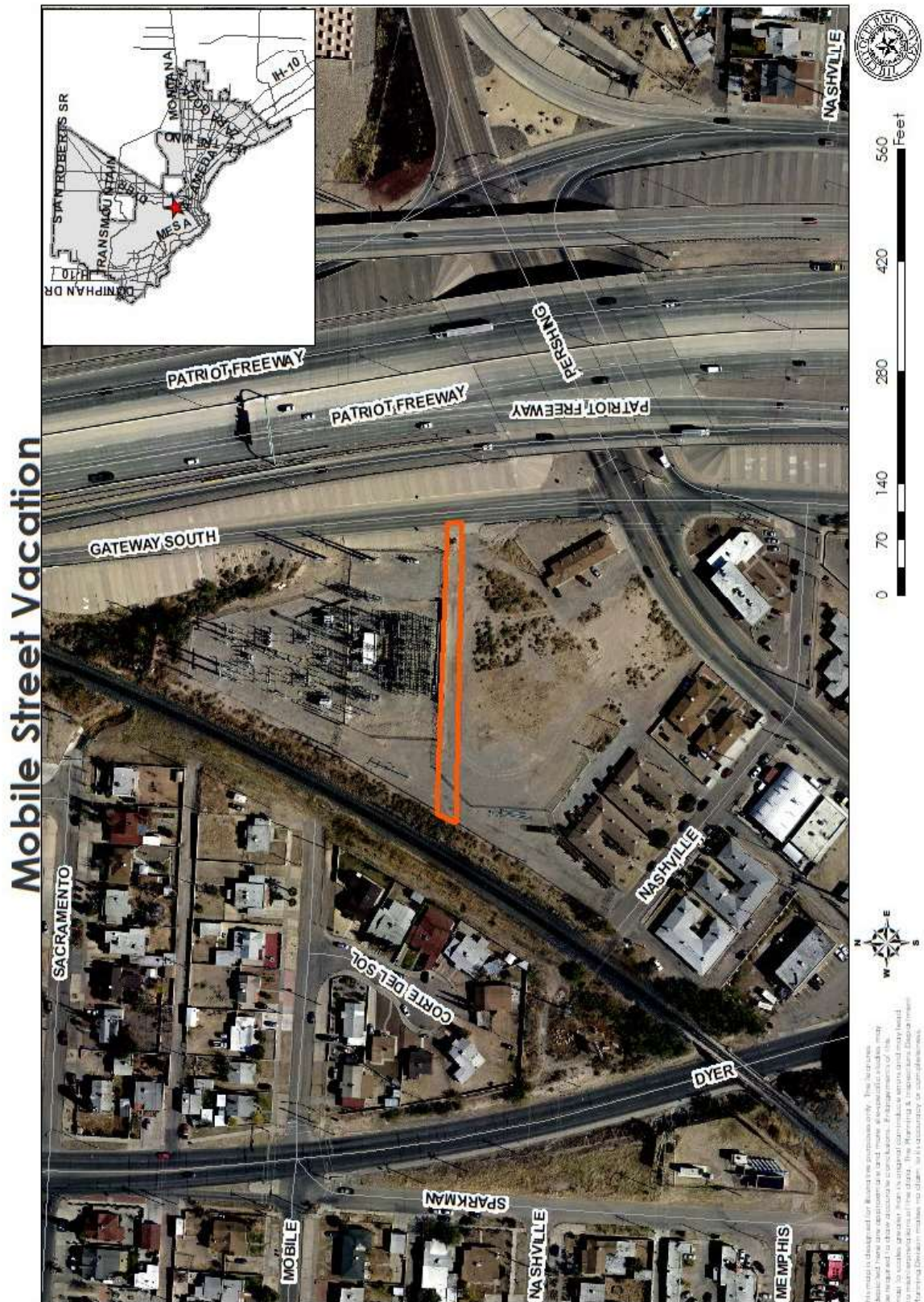
The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
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.
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.

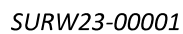
ATTACHMENTS:

1. Aerial Map
2. Survey
3. Application
4. Department Comments

ATTACHMENT 1



SURW23-00001



ATTACHMENT 3



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 1/17/2022

File No. _____

1. APPLICANTS NAME El Paso Electric
ADDRESS 100 N STANTON ST. EL PASO, TX ZIP CODE 79901 TELEPHONE 915-543-5970
2. Request is hereby made to vacate the following: (check one)
Street ☒ Alley ☐ Easement ☐ Other ☐
Street Name(s) Mobile Street Subdivision Name WESTLYN HEIGHTS ADDITION
Abutting Blocks 4 AND 5 Abutting Lots 12-23 AND 32-46
3. Reason for vacation request: El Paso Electric Company is seeking to expand its current substation to enhance and provide better service to the surrounding service area.
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
_____	See Attached Sheet for Property Owner Information	_____
_____	_____	_____
_____	_____	_____

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: [Signature] REPRESENTATIVE SIGNATURE: [Signature]

REPRESENTATIVE (PHONE): 915-200-1103

REPRESENTATIVE (E-MAIL): jzcarst@ceagroup.net

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

APPROVED AS TO FORM
OFFICE OF THE GENERAL COUNSEL [Signature]

Signature	Legal Description	Telephone
	Block 5 Westlyn Heights 13 to 23 & W 19ft of 12	(915) 543-4388
	Block 4 Westlyn Heights 44 & 45	(915) 543-4388
	Block 4 Westlyn Heights 40 to 43	(915) 543-4388
	Block 4 Westlyn Heights 37 to 39	(915) 543-4388
	Block 4 Westlyn Heights 35 & 36	(915) 543-4388
	Block 4 Westlyn Heights Lot 34	(915) 543-4388
	Block 4 Westlyn Heights 30 to 33	(915) 543-4388

ATTACHMENT 4

Planning and Inspections Department- Planning Division

Developer / Engineer shall address the following comments:

1. Submit to the Planning & Inspections Department – Planning Division the following prior to recording of the subdivision:
 - a. Current certificate tax certificate(s)
 - b. Current proof of ownership.
 - c. Release of access document, if applicable.
 - d. Set of restrictive covenants, if applicable.

Planning and Inspections Department- Land Development Division

1. Provide print-out of the mathematical closure of the exterior boundary of the subdivision, indicating the error of closure. (Attached not found)

Parks and Recreation Department

No objections.

Sun Metro

No objections.

Fire Department

No comments received.

Streets and Maintenance Department

No objections.

Capital Improvement Department

No comments received.

El Paso Water

1. Provide a conceptual Drainage Plan indicating existing and proposed major stormwater sewer facilities as per Section 19.02.020 of the Municipal Code.
2. Show existing & proposed drainage flow patterns on the preliminary plat and identify the discharge location for all storm water runoff.
3. Annotate the FEMA FIRM panel and flood zone on the Preliminary & Filing Plats.
4. At the improvement plan stage, provide protection to the subdivision from all offsite storm water runoff that may have an adverse impact on any improvements and convey the existing watercourse through the subdivision.
5. The developer may be responsible for the additional stormwater runoff generated by this development, and must ensure that the historic runoff volume, peak and duration are maintained.

Texas Gas

No objections.

El Paso Electric

No comments.

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

No comments received.



Legislation Text

File #: 23-1147, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Purchasing and Strategic Sourcing, 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 7.2 - Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain, the sole and authorized distributor for the 2023-0411 Caterpillar Proprietary Parts and Service, for a term of three (3) years for an estimated amount of \$4,500,000.00, with a stipulation that Wagner Equipment Co. provides an updated sole source letter and affidavit each year. This contract will allow for the purchase of all parts and service that is necessary for the maintenance and/or repairs of Caterpillar equipment owned by the City. The equipment is primarily used at the landfill by Environmental Services and is serviced by the Streets and Maintenance Department through the Fleet Maintenance Division.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$3,450,000.00 for the three (3) year term, which represents a 328.57% increase due to increased parts and services prices and number of repairs needed.

Department:	Streets and Maintenance
Award To:	Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain El Paso, TX
Initial Term:	3 Years
Annual Estimated Amount:	\$1,500,000.00

Total Estimated Amount:	\$4,500,000.00
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 Sole Source contract in accordance with Texas Local Government Code 252.022(a)(7)(a).

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain, the sole and authorized distributor for these services.

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

AGENDA DATE: August 29, 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: 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain, the sole and authorized distributor for the 2023-0411 Caterpillar Proprietary Parts and Service, for a term of three (3) years for an estimated amount of \$4,500,000.00, with a stipulation that Wagner Equipment Co. provides an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

This contract will allow for the purchase of all parts and service that is necessary for the maintenance and/or repairs of Caterpillar equipment owned by the City. The equipment is primarily used at the landfill by Environmental Services and is serviced by the Streets and Maintenance Department through the Fleet Maintenance Division.

SELECTION SUMMARY:

General Exemption under Texas Local Government Code Section 252.022 Part 7 (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Wagner Equipment Co.. is the sole authorized distributor of Caterpillar proprietary parts and service necessary to ensure compliance with original manufacturer standards.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$3,450,000.00 for the three (3) year term, which represents a 328.57% increase due to increased parts and services prices and number of repairs needed.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$4,500,000.00

Funding Source: Internal Service Fund

Account: 532 – 3600 – 531210 – 37020 – P3701 (Parts)

532 – 3600 – 531250 – 37020 – P3701 (Service)

2023-0411 Caterpillar Proprietary Parts and Service

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


Richard J. Bristol – Streets and Maintenance Director

8-11-23

**COUNCIL PROJECT FORM
(SOLE SOURCE)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **August 29, 2023**.

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

The linkage to the strategic plan is subsection 7.2 – Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain, the sole and authorized distributor for the 2023-0411 Caterpillar Proprietary Parts and Service, for a term of three (3) years for an estimated amount of \$4,500,000.00, with a stipulation that Wagner Equipment Co. provides an updated sole source letter and affidavit each year. This contract will allow for the purchase of all parts and service that is necessary for the maintenance and/or repairs of Caterpillar equipment owned by the City. The equipment is primarily used at the landfill by Environmental Services and is serviced by the Streets and Maintenance Department through the Fleet Maintenance Division.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$3,450,000.00 for the three (3) year term, which represents a 328.57% increase due to increased parts and services prices and number of repairs needed.

Department:	Streets and Maintenance
Award To:	Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain El Paso, TX
Initial Term:	3 Years
Annual Estimated Amount:	\$1,500,000.00
Total Estimated Amount:	\$4,500,000.00
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 Sole Source contract in accordance with Texas Local Government Code 252.022(a)(7)(a).

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Wagner Equipment Co dba Wagner Rents Inc, Wagner Power Systems, 2nd Steel Used Parts, SITECH Rocky Mountain, the sole and authorized distributor for these services.

*******ADDITIONAL INFO BELOW*******



Wagner Equipment Co.

10501 Dyer St
El Paso TX 79924-2747
915-821-7651 – Phone
915-822-7298 – Fax
<http://wagnerequipment.cat.com>

April 27, 2023

City of El Paso
300 N. Campbell
El Paso, TX 79901

To whom it may concern:

Wagner Equipment Co. is the only authorized dealer for Caterpillar sales, machines, parts and service in El Paso, Texas. This also includes all of El Paso, Culberson and Hudspeth counties in Texas and the entire state of New Mexico and Colorado. Wagner is the sole source supplier for Cat parts and for factory authorized service repair. Caterpillar Inc. has protected geographical territories Wagner Equipment Co.; your local Cat dealer can service customers by investing in parts inventories and factory trained technicians.

Please feel free to contact me if you have any questions.

Regards,



Recoverable Signature

X C. Dennis Hobbs

C. Dennis Hobbs

Signed by: 02017d87-d5d3-4f00-a47e-53ef34ed5463

Claude Dennis Hobbs
El Paso Branch Service Manager
915-821-7651



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

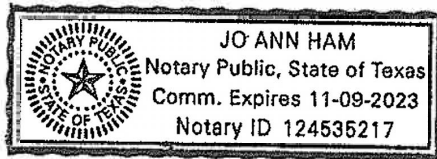
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Claude Dennis Hobbs. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Wagner Equipment Co
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
CATERPILLAR MACHINE SALES, PARTS, AND SERVICE
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

[Signature]
Signature

SUBSCRIBED AND SWORN to before me on this 11th day of April 2023



Jo Ann Ham
NOTARY PUBLIC

Jo Ann Ham
PRINTED NAME
11/09/2023
MY COMMISSION EXPIRES

COMPANY NAME: Wagner Equipment Co
ADDRESS, CITY, STATE & ZIP CODE: 10501 Dyer St
PHONE: 915-821-7651 FAX NUMBER: _____
CONTACT NAME AND TITLE: Branch Service Manager
WEB ADDRESS: WagnerEquipment.com EMAIL: Hobbs.Claude@WagnerEquipment.com
FEDERAL TAX ID NUMBER: 84-0703-569 TEXAS SALES TAX NUMBER: 1-84-0703569-2



Legislation Text

File #: 23-1116, **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 Etiwe, (915) 212-1553

Planning and Inspections, Kevin Smith, (915) 212-1566

AGENDA LANGUAGE:

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

An Ordinance amending Title 19 (Subdivision and Development Plats) adding Article 8 (Conflict of Laws) Chapter 8.1 (Conflict of Laws) in order to specify that in the event of a conflict between Title 19 (Subdivision and Development Plats) and Chapter 212 of the Texas Local Government Code that Chapter 212 controls.

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

AGENDA DATE: August 15, 2023

PUBLIC HEARING DATE: August 29, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Kevin Smith, (915) 212-1566

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 19 (Subdivision and Development Plats) adding Article 8 (Conflict of Laws) Chapter 8.1 (Conflict of Laws) in order to specify that in the event of conflict between Title 19 (Subdivision and Development Plats) and Chapter 212 of the Texas Local Government Code that Chapter 212 controls.

BACKGROUND / DISCUSSION:

This item is an amendment to the City of El Paso's subdivision code, Title 19, adding a new provision to clarify that, in instances of conflicts between this Title and the Texas Local Government Code Chapter 212, that Chapter 212 will prevail. This will allow the City to remain in compliance with current and future legislative changes; while allowing staff to conduct proper vetting of amendments to specific Code sections with stakeholders. City Plan Commission is scheduled for August 10, 2023.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 19 (SUBDIVISION AND DEVELOPMENT PLATS) ADDING ARTICLE 8 (CONFLICT OF LAWS) CHAPTER 8.1 (CONFLICT OF LAWS) IN ORDER TO SPECIFY THAT IN THE EVENT OF CONFLICT BETWEEN TITLE 19 (SUBDIVISION AND DEVELOPMENT PLATS) AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE THAT CHAPTER 212 CONTROLS.

WHEREAS, the City of El Paso regulates subdivisions through Title 19 of the El Paso City Code; and

WHEREAS, on June 18, 2023 the Texas Legislature passed House Bill 3699 (“HB 3699”) relating to the municipal regulation of subdivision plans and plats; and

WHEREAS, the Texas Legislature’s stated purpose of HB 3699 is to provide consistency in subdivision regulation across municipalities; and

WHEREAS, the City of El Paso adds Article 8 (Conflict of Laws) Chapter 8.1 (Conflict of Laws) to Title 19 (Subdivision and Development Plats) of the El Paso City Code in order to comply with HB 3699.

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

Section 1. That Title 19 (Subdivision and Development Plats) be amended to add Article 8 (Conflict of Laws) Chapter 8.1 (Conflict of Laws) as follows:

Chapter 8.1 (Conflict of Laws)

In the event that any portion of Title 19 (Subdivision and Development Plats) conflicts with Chapter 212 of the Texas Local Government Code, the conflicting portion of Title 19 shall be replaced with the prevailing portion of Chapter 212 of the Texas Local Government Code, as may be amended.

Section 2. That as expressly amended herein Title 19 (Subdivision and Development Plats) shall remain in full force and effect.

(Signatures Begin on the Following Page)

ADOPTED this ____ day of _____, 2023.

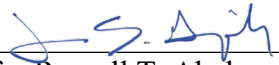
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

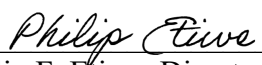
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



for Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department



Legislation Text

File #: 23-1138, 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) 212-0094

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Workforce Solutions Borderplex, INC., a Texas non-profit organization, providing \$850,000.00 to Workforce Solutions Borderplex, INC., to administer ARPA Act funds to provide training to infrastructure workers to strengthen the workforce with the opportunity to up-skill and advance into higher paying skilled jobs; provide innovative workshops to small business leaders aimed at exploring and shaping unique leadership styles; and conduct surveys targeting Gen Z to create a diverse and inclusive work environment through organizational policies and practices.



Economic & International Development Department

MAYOR

Oscar Leaser

CITY COUNCIL

District 1

Brian Kennedy

District 2

Alexandra 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

INTERIM

CITY MANAGER

Cary Westin

To: Mayor and City Council

From: Mirella Craigo, Assistant Director. Economic & International Development

Date: August 29, 2023

Re: ARPA Subrecipient Agreement with Workforce Solutions Borderplex

Workforce Solutions Borderplex (WSB) is one of 28 public workforce development boards in the six-county Borderplex region that assists employers in finding quality employees, and training individuals with the skills necessary to thrive in the workplace. They have partnerships with various stakeholders to improve education, employment, and economic development. WSB offers a broad range of programs and services to effectively assist various job seeker populations to effectively address local workforce issues.

This agreement will have three parts to work in harmony. Part one is to provide 300 businesses with mentorship, coaching and consulting services from the Bridgify group. The Bridgify Group works on connecting the disconnect for organizations by guiding them to embrace human complexity, leverage human potential, and harness the power of behavioral science to overcome obstacles and exceed their goals. Part two will survey 700 Gen Zers as they enter the workforce, findings will be shared with WSB and businesses with insights into the expectations and culture that will be centered on shaping their leadership mindset towards embracing diversity and implementing inclusive organizational policies, setting them up for sustainable success. Part three will up-skill the infrastructure workforce. They will empower 48 workers by providing them with up-skilling opportunities, ensuring their progression to wages above the living standard upon completion of the program. To facilitate this journey, participants will be awarded up to a \$10,000 grant, which will assist them in covering expenses related to connectivity, training, testing, materials, and any potential loss of work time. The businesses will also be required to invest and cost share in their employees.

- At least 10% of the training cost for employers with 50 or fewer employees
- At least 25% of the cost for employers with 51-100 employees; and
- At least 50% of the cost for employers with more than 100 employees



Economic & International Development Department

MAYOR

Oscar Leaser

Staff is recommending approval of the Subrecipient Agreement as this will encourage increased economic development and tailored support for small businesses in our community.

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

INTERIM

CITY MANAGER

Cary Westin

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

AGENDA DATE: August 29, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craigo, Assistant Director 915-212-1617
Elizabeth Triggs, Director 915-212-1619

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 1. Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

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

Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Workforce Solutions Borderplex, INC., a Texas non-profit organization, providing \$850,000.00 to Workforce Solutions Borderplex, INC., to administer ARPA Act funds to provide training to infrastructure workers to strengthen the workforce with the opportunity to up-skill and advance into higher paying skilled jobs; provide innovative workshops to small business leaders aimed at exploring and shaping unique leadership styles; and conduct surveys targeting Gen Z to create a diverse and inclusive work environment through organizational policies and practices.

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.

Workforce Solutions Borderplex (WSB) is one of 28 public workforce development boards in the six-county Borderplex region that assists employers in finding quality employees, and training individuals with the skills necessary to thrive in the workplace. They have partnerships with various stakeholders to improve education, employment, and economic development. WSB offers a broad range of programs and services to effectively assist various job seeker populations to effectively address local workforce issues.

This agreement will have three parts to work in harmony. Part one is to provide 300 businesses with mentorship, coaching and consulting services from the Bridgify group. The Bridgify Group works on connecting the disconnect for organizations by guiding them to embrace human complexity, leverage human potential, and harness the power of behavioral science to overcome obstacles and exceed their goals. Part two will survey 700 Gen Zers as they enter the workforce, findings will be shared with WSB and businesses with insights into the expectations and culture that will be centered on shaping their leadership mindset towards embracing diversity and implementing inclusive organizational policies, setting them up for sustainable success. Part three will up-skill the infrastructure workforce. They will empower 48 workers by providing them with up-skilling opportunities, ensuring their progression to wages above the living standard upon completion of the program. To facilitate this

Revised 04/09/2021

journey, participants will be awarded up to a \$10,000 grant, which will assist them in covering expenses related to connectivity, training, testing, materials, and any potential loss of work time. The businesses will also be required to invest and cost share in their employees.

- At least 10% of the training cost for employers with 50 or fewer employees
- At least 25% of the cost for employers with 51-100 employees; and
- At least 50% of the cost for employers with more than 100 employees

PRIOR COUNCIL ACTION:

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

Yes, seven (7) American Rescue Plan Act (ARPA) Agreements were approved between January 31 and April 11, 2023.

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?

American Rescue Plan Act (ARPA) Funding


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, on March 11, 2021, the federal government enacted the American Rescue Plan Act ("ARPA"), which established the Coronavirus State Fiscal Relief Fund & Coronavirus Local Fiscal Relief Fund ("CSLFRF") and appropriated \$150 billion to the Fund to be used to address the economic fallout caused by the COVID-19 pandemic; and

WHEREAS, the City is a recipient of \$154,365,135 under the ARPA funding grant; and

WHEREAS, on May 9th, 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, the City desires to enter into a Subrecipient Agreement with WORKFORCE SOLUTIONS BORDERPLEX, INC, ("**Sub-Recipient**" or "**Contractor**"), a Texas non-profit organization, whereby WORKFORCE SOLUTIONS BORDERPLEX, INC, will administer ARPA Act funds to 1) provide training to infrastructure workers to strengthen the workforce with the opportunity to up-skill and advance into higher paying skilled jobs; 2) provide innovative workshops to small business leaders aimed at exploring and shaping unique leadership styles; and 3) conduct surveys targeting Gen Z to create a diverse and inclusive work environment through organizational policies and practices; 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 WORKFORCE SOLUTIONS BORDERPLEX, INC., providing \$850,000.00 to WORKFORCE SOLUTIONS BORDERPLEX, INC, to administer ARPA Act funds to provide training to infrastructure workers to strengthen the workforce with the opportunity to up-skill and advance into higher paying skilled jobs; provide innovative workshops to small business leaders aimed at exploring and shaping unique leadership styles; and conduct surveys targeting Gen Z to create a diverse and inclusive work environment through organizational policies and practices.

APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

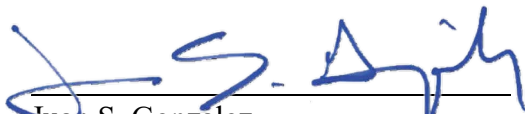
ATTEST:

Oscar Leaser,
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Sr. Assistant City Attorney



Elizabeth 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 **WORKFORCE SOLUTIONS BORDERPLEX, INC.** a **TEXAS non-profit organization** (“**Sub-Recipient**” or “**Contractor**”).

RECITALS

WHEREAS, during the August 1, 2022 Work Session of the City Council for the City of El Paso (“**Council**”) a Resolution was passed allocating \$3,000,000 of American Rescue Plan Act (“**ARPA**”) funds to address the negative economic impacts experienced by small businesses in the manufacturing industry sector; 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 in the manufacturing industry sector; and

WHEREAS, Sub-Recipient has experienced the negative economic impacts contemplated by Council in their August 1, 2022 action; and

WHEREAS, the CITY intends to engage the Sub-Recipient to provide training to infrastructure workers to strengthen the workforce with the opportunity to up-skill and advance into higher paying skilled jobs, provide innovative workshops to small business leaders aimed at exploring and shaping unique leadership styles as well as conducting surveys targeted at Gen Z to create a diverse and inclusive work environment through organizational policies and practices 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 \$850,000.00 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.

4.2.4 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 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 VI. RESERVED

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: Workforce Solutions Borderplex, INC.
Attn: Leila Melendez
304 Texas Ave.
El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

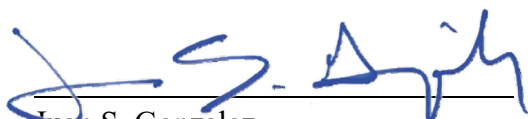
WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY:

CITY OF EL PASO:

Cary Westin
Interim 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 _____, 2023, by
Cary Westin, as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas My commission expires: I I

(Signatures continue on the following page)

SUB-RECIPIENT:
WORKFORCE SOLUTIONS
BORDERPLEX, INC.,
a Texas non-profit organization



Geila Melendez.
[Name]

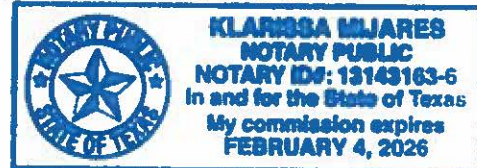
Chief Executive Officer

[Title]

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 4th day of August, 2023, by
Geila Melendez the CEO of WORKFORCE SOLUTIONS
BORDERPLEX, INC.



Notary Public, State of Texas My commission expires: 02, 04, 2026

ATTACHMENT "A"
SCOPE OF WORK

A Comprehensive Approach to Infrastructure Improvement Bridging the Opportunity for Business Growth with a Ready Workforce

Subrecipient: Non-profit Name: Workforce Solutions Borderplex
Authorized Signer for Organization: Leila Melendez, CEO
Subrecipient Address: 304 Texas Ave. Suite 1401 El Paso, TX 79901

Services listed in this SOW will be provided for the following periods:

- Service Period Start: August 29, 2023
- Service Period End: July 31, 2026

Program Description

El Paso's investment into infrastructure will require a workforce ready and trained with the skills of the future. Fortunately, the Borderplex region has an existing workforce with the education and work experience needed to jump to the next level. With access to blended training methods, improved access, and customized wrap-around services provided through Workforce Solutions Borderplex, workers can be mobilized to build the infrastructure of the future, learn new skills, earn better wages, and improve their quality of life, while improving the quality of place.

However, the workforce is only one side of the equation. The businesses that hire these workers to perform public works projects also need support as they expand their capacity. Business leaders need guidance, advice, technical assistance, and resources to help them manage each step in the growth process, beginning with the recruitment, investment, and retention of their talent.

Workforce Solutions Borderplex, in partnership with The Bridgify Group/El Puente Institute, will provide a comprehensive approach to preparing businesses and their workforce to compete for infrastructure projects successfully.

Problem Statement

A large portion of El Paso's workforce are stagnant in the lowest skills and lowest-paying jobs. Yet, the majority of the workforce in the region has a high-school diploma. We refer to this group as the "middle-skill ready workforce."

90,000 (30% of our workforce) have at least a high school diploma, yet they are in jobs that pay below the WSB living wage¹ of \$15.91/hour. They have the basic education needed to start work **plus** sound work experience. These workers likely rely on government

¹ WSB Living Wage <https://www.borderpplxjobs.com/resources>

assistance programs and in many cases, struggle to pay for basic needs such as utilities², transportation, childcare, and groceries. If they struggle with basic needs, they cannot even consider the cost of upskilling on their own, which includes lost wages and other support services. They cannot afford to fall further behind while trying to get ahead.

While this challenge seems insurmountable, this group of workers can be a great solution to another challenge – the numerous infrastructure projects that need to be completed. Who’s going to build our infrastructure?

This workforce is ripe for upskilling into a better job – one with better wages, better skills, better ability to afford life's basic needs, and a better quality of life.

What better way to honor a worker than by lifting them into a job that pays them enough to afford to pay the bills of the agencies they work for?

180,000 workers are in jobs that pay below a living wage. 25,000 of those workers are over 55 and will likely look to retire in less than 10 years. With expanding infrastructure demand, it is critical that we develop the next generation of the infrastructure workforce.

WSB has identified zip codes within the city of El Paso that have a higher concentration of middle-skill workers who need support to upskill. We will target underserved populations within our community by identifying social and economic indicators such as education levels, poverty rates, and mobility. See an example of a data report in **Exhibit A attached**.

As beneficial as workforce training is, it is not always an easy proposition to convince business owners to take advantage of. Workforce Solutions Borderplex has faced challenges when offering training, digital literacy, and other resources to businesses due to the owner's or decision-makers disinterest.

Some business owners are often not interested in “growing” their business, are unwilling to share their challenges for fear of disclosing competitive advantages or have uncertainty, thinking their trained employees will leave them for a better-paying opportunity.

Too often, we hear businesses say:

“We are fine the size we are.”

“Why should I train my workers? So they can take the training and work for my competitor?”

“These young workers don’t want to work. They want to come and go when they want. They are always on their phones. They don’t know how to talk to people. They can’t stay focused on one thing, they can’t focus attention.”

Furthermore, some business leaders struggle with understanding the varying motivators across all the workforce generations. As we work towards improving access and training to previously unreachable jobs, it’s imperative that business leaders understand the

² 22K accounts El Paso Electric disconnected 2022

different value systems, motivators, assets and opportunities among the workforce and the incoming talent.

Currently, the workforce spans Baby Boomers, workers that value structure, process and company loyalty, to Generation Z, who value individualism, flexibility and instant recognition. Knowing how to attract and retain a diverse workforce is critical to a business if they are willing and eager to grow. Businesses need to understand and learn current and trending cultural drivers, motivators, and dynamics so they can adapt and be “employers of choice” to a larger pool of workers.

Opportunity Statement & Methodology

This program intends to address both of these problems from the outside in, bridging the two worlds with growth, leadership, and skills training.

Side A:

Preparing the workforce to handle the number of infrastructure projects expected in the near future. There is a large amount the existing workforce employed in stagnant entry-level jobs. Workforce Solutions Borderplex will emphasize the use of On-the-Job-Training (OJT) programs that will:

- 1) Uplift workers into advanced skills jobs with training (pay the cost of tuition)
- 2) Protect their existing employment (not require they quit their job)
- 3) Avoid the burden to employers on the cost of training and staff turnover (employers save the cost of training and use it to pay higher wages upon training completion)
See below.

WSB will implement job training programs for businesses and current workers for high-demand infrastructure jobs such as fiber broadband techs, heavy equipment operators, welders, solar techs, water techs, weatherization techs, and others. Upskilling existing employees will increase worker and business capacity and competitiveness. WSB will procure quality training that provides credentials and enhanced skills for the workforce needed to complete urgent infrastructure projects.

WSB will seek out locally-owned³ and managed public works contractors to identify short-term training needs. Businesses will be selected on a first-come, first-served basis if they agree to the following conditions. Businesses will be expected to make a matching investment that commits their involvement but is not overburdensome.

- At least 10% of the training cost for employers with 50 or fewer employees
- At least 25% of the cost for employers with 51-100 employees; and
- At least 50% of the cost for employers with more than 100 employees.

WSB will pay up to \$10,000 per employee/student for the training, materials, testing (1 test + 1 retake), and also pay a stipend to the workers to make up for any lost work

³ Ownership will be verified via Texas Comptroller account information

hours or for other costs required to complete training such as home internet, one-time medical tests, background checks/clearances, personal documentation, etc. The amount of the stipend will be determined after the cost of training and materials is calculated as the course programs vary in cost.

WSB will collaborate with the City Economic Development Department to promote the training services through its Business Retention & Expansion initiative. Promotion at the BOSS and at a flyer in the bid packages. Additionally, we will utilize our extensive business network that we serve with a wide range of services such as free job postings and job fairs and customized training programs. For this program, we will target businesses that have demand for middle-skill and incentivize them to upskill their workers.

A minimum of 48 workers (existing working adults) will attend and/or receive on-the-job training for skills in:

- Fiber broadband technician
- Welder
- Solar techs
- Water techs
- Weatherization techs
- Power line techs
- Heavy equipment operators
- Instrumentation techs

The training will be customized based on the small business (or group/association) schedule and timeline and carried out beginning September 2023 through December 2024 (18 months). The trainings will be provided onsite at the business location and at a training provider location, depending on the customized solution negotiated for each program. Distance-learning training will also be offered and considered based on the needs and capacity of the employer(s). WSB will also offer its job centers for group training, testing, computer access, and other activities necessary to complete the training.

Side B:

Through a strategic partnership and subcontract, Workforce Solutions will partner with El Puente Institute to provide workshops for business owners and leaders. The innovative workshops are aimed at exploring, celebrating, and shaping unique leadership styles and cultural values within the Latino small business community, of which El Paso so dominantly represents. The workshops will be the platform where 300 small business owners and leaders from diverse backgrounds will come together to share their experiences, insights, and success strategies. A mix of in-person and live virtual options will be offered.

Before the workshops are offered to businesses, Workforce Solutions Borderplex and The Bridgify Group (BG) will together conduct pre-project work that includes needs discovery, co-creation, and communications plan. The Pre-Project work includes two workshops exclusive to WSB Business Services staff, which is necessary to understand the concepts

being promoted to other businesses. At this time, the two teams – WSB and BG – will develop the workshop schedule, outreach strategy, logistics, expectations, etc., for the full workshop implementation.

- 1) Beginning January 2024, WSB and The Bridgify Group will provide 30 Phase 1 workshops to groups of 10-12 businesses that introduce them to the community's cultural dynamics, values and beliefs and how they contribute to running a business. (A total of 300 businesses) The primary learning objective of this 2.5 hour workshop is to provide participants with a comprehensive understanding of Latino cultural drivers, enabling them to enhance their leadership effectiveness while fostering inclusivity within various settings. By promoting cultural understanding and facilitating collaborative leadership practices across different sectors and industries, this program endeavors to make a significant impact to our minority-owned small business community, driving us towards a more diverse and inclusive future.
- 2) All Phase 1 guests will be invited to attend a second workshop as a deeper conversation aimed at empowering leaders with essential cultural values and strategies for success through practical and applicable strategies, enabling participants to implement the objectives and lessons learned in Phase 1 effectively. Our approach will involve coaching participants to adeptly employ cultural drivers as workable methods in their unique leadership styles, thereby creating an improved and culturally enriched business environment. Although all 300 businesses will be invited to attend the Phase 2 workshops, we anticipate half (150) to complete both. We will schedule 15 Phase 2 workshops to maximize time and resource efficiency.

In Parallel

Furthering the collaboration and emphasis on the Hispanic culture's impact in business, WSB and BG will research the experiences of Generation-Z Latinos entering the workforce. As this demographic group, born between 1997 and 2012, becomes a significant portion of the workforce, understanding their expectations is crucial for effective recruitment, retention, and engagement. Their unique cultural experiences, bilingualism, ambition, and entrepreneurial spirit can positively impact the future workforce. The research aims to address the challenges and opportunities this group faces, especially concerning work-life balance, career advancement, diversity and inclusion, and cultural influences on their expectations. The study intends to contribute valuable insights to inform organizational policies and practices for creating a diverse and inclusive work environment, attracting and retaining talent, and addressing potential skills gaps.

The research would involve collecting intel from Generation-Z Latinos currently in higher education or their early career stages. Multiple methods will be utilized to gather the data including online surveys, in-person surveys, podcasts, video testimonials, etc.. El Puente Institute team would manage the project with the support of the Workforce Solutions Borderplex team to analyze the data collected to identify trends, themes and patterns. The study's findings are anticipated to benefit employers, policymakers, and organizations seeking to adapt to the changing workforce demographics and create a more engaging and inclusive

workplace environment.

Metrics & Milestones

The goal of the infrastructure training is to prepare workers for the infrastructure projects let by the City of El Paso. Since many of the public works contractors are small and medium-sized businesses (less than 100 employees verified by the company), the objective is to provide on-the-job training customized to the needs and schedule of the business. WSB will also offer those workers support services for their families such as childcare, digital literacy, and financial literacy to help them sustain their personal household economies.

Metrics: A minimum of 5 workers will begin a training program per quarter up to the maximum affordable number of workers. Milestones: By the end of Q2 of 2026 quarter of the program, WSB will have upskilled a minimum of 48 workers from their current quartile level into the next quartile (providing proof of completion). For example, an employee's current job title is a Welder and will fall under the Construction category in the initial quartile earning XYZ wage, upon completion of the program they will advance in title as well as quartile as they have moved up the rank due to their certification. *See Quartiles Chart in Exhibit C Attached.*

If any worker is unable to or is unsuccessful in completing the training, WSB will offer different training and resources to the worker and employer. In coordination with the employer, WSB has the discretion to replace any student that does not participate, drops, or fails to show successful progress. WSB will make every effort to replace one worker with another depending on funding availability.

During Q4 of FY 23, WSB and BG will complete the Pre-Project internal team training and planning. Beginning January 2024, WSB and BG will begin providing Phase-1 and Phase-2 workshops to business owners and begin surveying Gen-Z participants. By January 1, 2025, at least 130 and 50 businesses would have attended Phase-1 and Phase-2 workshops, respectively, and at least 325 Gen-Z participants will have been surveyed. WSB and BG will submit an "Initial Discovery and Findings Report" providing insight into the success of the workshops, trending themes, and any programmatic adjustments made for the remainder of the contract.

Deliverables & Method of Measuring Deliverables

WSB will capture employer and employee information through an application document prior to a commitment from WSB. WSB will evaluate each request for OJT funds by evaluating the employees' occupations, training sought, stipends if any, and commitment from employers to increase their wages to at least above a living wage post-completion. Upon confidence from WSB the employer can meet the intended outcomes of this program, WSB will execute a Letter of Agreement to capture each party's role and responsibilities. *See Exhibit B attached.*

Per the Letter of Agreement, employers will be required to provide employee pre and post wage information. WSB will track the progress of each employee in their respective training program. Quarterly, WSB will produce a report that includes:

- Number of participating business(es) and the industry they represent
- Number of students and their occupations
- Phases of the training by employee
- The business's level of support, and
- The type and amount of additional support services provided to the employees (stipend)
- Current quartile and quartile after training is provided (see timeline)

WSB will assign a Career Navigator (leveraged by WSB) to the Program and track the progress of each student through our CRM system. The WSB Operations Manager will be the intermediary between the training provider and the business and rely on communications with the provider to ensure students are progressing successfully. Employers will be contacted on at least a monthly basis and each employee students on at least a monthly basis to ensure they are progressing successfully.

WSB will provide COEP a copy of the signed contract between WSB and BG/El Puente Institute by December 31, 2023. WSB and BG will utilize EventBrite to invite, register and check-in businesses into the workshops. WSB and BG will keep slide decks and notes from each session which will be summarized into a final report submitted at the end of the program. By February 1, 2024, WSB will provide documentation from EventBrite that Phase-1 and Phase-2 trainings have begun.

WSB will utilize automated survey tools like Survey Monkey, Formstack, mass text, podcasts and others to collect insight from Gen-Z participants. WSB and BG will utilize those tools to create a unique survey ID to report and track the responses and protect the privacy of the respondents.

Aside from the survey responses during in-person surveys, podcasts, listening sessions, WSB and BG will take notes from each session which will be summarized into the final downloadable report submitted at the end of the program. By December 31, 2023, WSB will provide a copy of the survey instrument that will be utilized.

*WSB has 1 month after the end of each quarter is completed to submit the documentation to COEP.

Evaluation

WSB will track the number of workers upskilled, the increase in wages from the starting occupation to the improved occupation, and the number of businesses supported. WSB will work closely with the businesses to ensure they have increased their capacity to bid and

perform on local infrastructure projects as the training programs proceed.

WSB utilizes a Letter of Agreement that outlines terms and conditions including employees' occupational and wage data and a commitment to upgrade post-training wages to at or above the WSB Living Wage. The data will be reported and shared with the City quarterly. Through direct communication between the training providers and employers, WSB will facilitate improvement or changes to the training based on business and/or student needs. The overall results of the training outcomes will be utilized to design future workforce training programs.

As Gen-Z surveys are collected and evaluated, WSB and BG will include some of the insight into the workshops. The team will collect workshop guest reactions to the information shared by Gen-Z.

WSB and BG will ask businesses to volunteer to complete an email survey within 3-months after the completion of their workshop and offer actions taken as a result of the workshops. The results of the survey will be utilized to adjust the workshop and also summarized into the final report.

Budget

WSB requests \$489,500 to pay for the cost of on-the-job training. WSB will contract directly with training providers and pay the costs of training. All funds will flow from the City to WSB to the training providers and/or employees in those cases of stipends, up to \$10,000 per worker. WSB will contract El Puente Institute for \$188,000 to train 300 businesses on enabling them to enhance their leadership effectiveness while fostering inclusivity within various settings as well \$87,500 to conduct a survey aimed at the Gen Z population to understand their expectations as they enter the workforce to contribute valuable insights to inform organizational policies and practices for creating a diverse and inclusive work environment, attracting and retaining talent, and addressing potential skills gaps.

The ARPA funds will allow us to serve working adults who would not qualify for traditional workforce funds. The flexibility of ARPA funds allows us to target a specific population to support high-demand skills and jobs and bridge the gap between cultural influences, career advancement and inclusion.

All the services and training provided to the businesses and employees/students will be “free” to them, all paid for by WSB. Additionally, since we are not a membership-based organization we do not have any membership or enrollment costs.

Breakdown	Amounts
Funding Request	\$850,000
El Paso's Infrastructure Job Plan	\$489,500
Cultural Drivers Workshops For Business Owners	\$188,000
Exploring the Expectations & Experiences of Generation-Z Latinos Entering the Professional Workforce	\$87,500
Administrative Fee	\$85,000
Administrative Fee %	10%
TOTAL	\$850,000

Best Regards,



Leila H. Melendez
Chief Executive Officer

EXHIBIT A

ZCTA 79901		ZCTA 79902		ZCTA 79903	
Percent	Value	Percent	Value	Percent	Value

Demographics

Population (ACS) Male		8,821		20,752		15,422
Female	52.2%	4,607	51.3%	10,649	48.6%	7,494
Median Age ²	47.8%	4,214	48.7%	10,103	51.4%	7,928
Under 18 Years		42.8		37.8		39.3
18 to 24 Years	20.7%	1,830	17.2%	3,563	21.2%	3,267
25 to 34 Years	9.8%	868	13.3%	2,754	11.0%	1,695
35 to 44 Years	12.7%	1,123	16.2%	3,356	12.4%	1,913
45 to 54 Years	8.3%	728	10.8%	2,235	10.0%	1,536
55 to 64 Years	13.5%	1,191	9.9%	2,045	11.4%	1,753
65 to 74 Years	14.8%	1,304	12.7%	2,627	13.0%	1,998
75 Years, and Over	10.4%	916	12.0%	2,491	9.0%	1,387
Race: White	9.8%	861	8.1%	1,681	12.1%	1,873
Race: Black or African American	59.6%	5,256	68.3%	14,179	68.5%	10,558
Race: American Indian and Alaska Native	4.5%	401	2.6%	536	0.9%	145
Race: Asian	0.6%	57	0.8%	157	0.1%	8
Race: Native Hawaiian and Other Pacific Islander	0.3%	23	2.4%	490	0.8%	116
Race: Some Other Race	0.0%	0	0.2%	39	0.0%	0
Two or More Races	24.0%	2,117	15.6%	3,233	15.0%	2,314
Hispanic or Latino (of any race)	11.0%	967	10.2%	2,118	14.8%	2,281
	93.3%	8,232	78.3%	16,241	89.9%	13,862

Economic

Labor Force Participation Rate and Size (civilian population 16 years and over) ⁵	37.4%	2,712	57.9%	10,168	54.7%	6,767
Prime-Age Labor Force Participation Rate and Size (civilian population 25-54) ⁵	54.7%	1,659	79.0%	5,999	82.4%	4,253
Armed Forces Labor Force ⁵	0.1%	7	0.3%	49	1.0%	120
Veterans, Age 18-64 ⁵	2.8%	144	4.3%	559	4.9%	427

EXHIBIT A

Veterans Labor Force Participation Rate and Size, Age 18-64⁵

Median Household Income^{2,5}

Per Capita Income⁵

Mean Commute Time (minutes)⁵

Commute via Public Transportation⁵

58.3%	84	59.2%	331	64.4%	275
	\$12,025		\$36,998		\$29,653
	\$9,074		\$27,593		\$16,618
	31.5		20.6		20.8
15.4%	331	6.1%	567	1.6%	104

Educational Attainment, Age 25-64

No High School Diploma

High School Graduate

Some College, No Degree

Associate's Degree

Bachelor's Degree

Postgraduate Degree

46.2%	2,010	13.3%	1,361	19.7%	1,415
25.1%	1,093	13.0%	1,334	24.2%	1,742
17.1%	744	28.5%	2,930	30.7%	2,211
5.0%	217	7.8%	801	7.7%	551
5.8%	253	21.8%	2,242	13.3%	957
0.7%	29	15.5%	1,595	4.5%	324

Housing

Total Housing Units

Median House Value (of owner-occupied units)²

Homeowner Vacancy

Rental Vacancy

Renter-Occupied Housing Units (% of Occupied Units)

Occupied Housing Units with No Vehicle

Available (% of Occupied Units)⁵

	4,395		9,803		6,656
	\$55,600		\$188,200		\$98,100
4.6%	16	0.2%	8	0.6%	19
14.6%	539	11.0%	664	12.7%	355
91.2%	3,135	62.2%	5,326	41.7%	2,436
46.0%	1,581	18.3%	1,570	14.1%	822

Social

Poverty Level (of all people)⁵

Households Receiving Food Stamps/SNAP

Enrolled in Grade 12 (% of total population)

Disconnected Youth^{3,5}

Children in Single Parent Families (% of all children)⁵

Uninsured

With a Disability, Age 18-64⁵

1.1%	100	1.6%	330	1.1%	168
33.2%	2,676	20.6%	4,212	24.9%	3,789
24.5%	1,094	8.0%	1,036	15.1%	1,325

EXHIBIT A

With a Disability, Age 18-64, Labor Force
Participation Rate and Size⁵
Foreign Born
Speak English Less Than Very Well (population
5 yrs and over)

30.5%	334	37.5%	389	37.6%	498
44.0%	3,879	25.6%	5,309	29.8%	4,601
65.4%	5,567	30.3%	5,987	33.0%	4,772

Source: [JobsEQ®](#)

- 1. American Community Survey 2016-2020, unless noted otherwise
 - 2. Median values for certain aggregate regions (such as MSAs) may be estimated as the weighted averages of the median values from the com
 - 3. Disconnected Youth are 16-19 year olds who are (1) not in school, (2) not high school graduates, and (3) either unemployed or not in the
 - 4. Census Population Estimate for 2020, annual average growth rate since 2010. Exported
- on: Tuesday, March 14, 2023 12:52 PM

Exhibit B



MEMORANDUM OF UNDERSTANDING

Workforce Solutions Borderplex and
Company Name

This Memorandum of Understanding ("MOU") is entered into by and between Workforce Solutions Borderplex ("WSB") and _____ ("Employer") regarding the subject matter set forth herein.

Whereas Workforce Solutions Borderplex (WSB) is a regional government entity and non-profit organization established to act as an arm of the State of Texas to carry out the governmental functions of workforce development. WSB is certified by the Texas Workforce Commission ("TWC") as the local workforce development board for the six counties of far West Texas (Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, and Presidio) encompassing within the Workforce region (collectively, the "Region"). WSB's functions include overseeing integrated workforce training, education, and related services and programs for the area.

Whereas WSB provides a wide range of assistance to job seekers including youth, underemployed, unemployed, and displaced workers in the region which extends along the U.S.-Mexico border from El Paso to each of Presidio, Texas. Services include but are not limited to job search activities, career counseling, training assistance, job prep activities, placement assistance and access to technology resources. WSB also assists qualifying families who require childcare to work or attend school/training by providing childcare subsidies. WSB also assists employers with services including assessment, pre-screening, recruitment screening, testing, and training.

Whereas this MOU indicates a voluntary agreement and sets forth the terms of agreement between WSB, and _____ (Employer), with regard to Employer's participation in an On-the-Job Training Program ("OJT").

Whereas this MOU outlines the responsibilities and commitments of the parties to work together in connection with this matter.

Now, therefore, in return for good and valuable consideration and exchange of mutual obligations, WSB and Employer agree to the following:

I. Purpose of Agreement

The purpose of this MOU is to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties insofar as they relate to providing a variety of training with WSB & City ARPA funds for incumbent employees at Employer.

II. Duration of Agreement

The Agreement will commence upon receipt of written approval from WSB for OJT Grant, provided such approval occurs in 12 months following the execution of this MOU. The MOU will thereafter remain in full force and effect for 12 months after receipt of such written approval from WSB unless the agreement is canceled or terminated by the parties in accordance with the terms set forth herein. If there is no written approval from WSB for an SDF Grant allocation for Employer within 12 months of executing this MOU, the MOU will automatically terminate upon the expiration of 12 months from the execution of this MOU.

II. Program Description

The purpose of the MOU is to provide services under the City ARPA Funds in collaboration with the Employer. The purpose of the City ARPA Fund is to provide customized assessment and training in a timely and efficient manner. The overall goal of the fund is to increase the skills level and wages of the Borderplex workforce.

IV. General Provisions

It is understood by the parties that each shall fulfill its responsibilities under this MOU in accordance with the provisions of laws and regulations governing their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this MOU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict and/or termination of this agreement.

V. Responsibilities of the Parties under Agreement

a. WSB shall:

1. Facilitate the development and continuance of effective working relationships between the parties via the coordination of scheduled meetings to share information of the activities which directly affect the outcome of the grant program.
2. Receive and review participant attendance records as completed, verified, and submitted by the Employer.
3. Create a training budget for the Employer which will identify the total dollar amount established, contact hour commitment, and total number of trainees.
4. Ensure that each incumbent worker receives appropriate training by a training provider who is credentialed in the area of expertise, or a consultant with documented and referenced knowledge and experience.
5. Ensure the confidentiality of all employee information submitted by Employer.

b. Employer shall:

1. Submit and copy WSB with a completed Private Partner Information Form (PPIF) and Training Matrix.
2. Submit to WSB a training plan outlining course, title, position job titles, number of trainees per position, title and number of contact training hours upon contract approval as requested by WSB.
3. Ensure that each enrolled employee will attend the total hours per course as identified in the approved training matrix. Failure to complete at least 85% of the training hours will deem the participant

non-compliant and will result in a recovery fee equivalent to the course cost for each non-compliant participant. The recovery fee will be reimbursed by Employer within thirty (30) days of notice. Mitigating circumstances may be considered on an individual basis.

4. Adhere to all applicable laws and regulations, including WSB policy which provides that all eligible employees trained under this program must be retained for at least 90 days after completion of the last training course of the grant period for which the employee was enrolled. Failure to do so will result in a recovery fee equivalent to the cost of the course(s) for which the employee was enrolled. The recovery fee will be reimbursed by Employer within thirty (30) days of notice.

5. Commit to a wage increase of at least 1% by the end of the contract period for each incumbent employee that is trained based on the objectives of the SDF Grant.

6. Understands that if the agreed upon minimum class size is not met for any given course, the course may be canceled or postponed in the discretion of WSB.

7. The Employer acknowledges and assures that all OJT participants are full-time employees of the private partner and any businesses it represents on Attachment A Application prior to receiving training with grant funds.

8. The Employer acknowledges and assures that they are contributing and will continue to contribute Texas Unemployment Insurance taxes for any participant that receives training with grant funds.

9. The Employer acknowledges and assures that by the completion of the training project, the wages paid to the project participants meet or exceed the hourly wage or wage range corresponding to their respective job titles as included and approved in the application.

10. The Employer acknowledges and assures that it will employ the project participants for at least ninety (90) days after the completion of training.

11. The Employer acknowledges and assures that they will document and provide project participant data as required or requested by the WSB directly.

c. Both Parties Shall:

1. Share information and coordinate the training program for a more streamlined and efficient customized training contract.

2. Maintain the confidentiality of employee information and use employee data only for the administration of the training program.

3. Describe the methods for referring individuals between WSB offices and partners for appropriate services and activities.

4. Describe the methods for ensuring that the needs of employees, including individuals with disabilities, are provided access to services, including access to technology and materials available through the Texas workforce system.

5. Comply with Title VI of the Civil Rights Act of 1964 (PL 88.352), which prohibits discrimination based on race, color, or national origin in programs and activities that receive federal financial assistance.

6. Comply with Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of disability in programs and activities, public and private, that receive federal financial assistance.

7. Comply with the requirements of the Americans with Disabilities Act of 1990, PL 101-336, 101 Congress, 2nd Session, 104 Stat. 317 (July 26, 1990).

8. Comply with the requirements of the Americans with Disabilities Act Amendments Act of 2008, 29 CFR Part 1630; 42 U.S.C. 12101 et seq.; Pub. L. 110-325.

9. Comply with the requirements of the Texas Revised Civil Statute 44196b-4, Sections 5.03- 5.04, which outlines the workplace and confidentiality guidelines regarding AIDS and HIV.
10. Comply with any and all other laws, regulations, executive orders, or other legally binding obligations which prohibit discrimination, retaliation, harassment, or which require accommodation of participants in an WSB grant funded program.

VI Allocation of Costs

Tuition cost will be covered by the OJT Grant up to \$10,000 per employee/participant. If tuition cost goes over the allowed amount, Employer will be responsible for the balance. The final payment will be withheld for 90 days after the completion of training and after receipt by the WSB of verification from the employer that the trainees are all employed by the business.

Except as provided herein, each party shall assume full responsibility for their respective costs associated with their performance of the terms of this Agreement.

VII Modification, Consensus and Assignment

This MOU may be amended at any time but only in writing reflecting the mutual consent of all parties. Any such modification, amendment, or change of this MOU must be signed by each party to be binding or be accomplished as set forth in the Modification and Consensus Process below. This MOU may be canceled and terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party, except where the cancellation is for cause (i.e., a material and significant breach of any of the provisions of this MOU). If cancellation is for cause, it may be canceled and terminated immediately upon delivery of written notice to the other party. WSB's obligations hereunder, including any payments or reimbursements owed to Employer, shall terminate if the funding source for the payments or reimbursements is terminated, materially reduced, or is failed to be allocated to WSB.

Modification and Consensus Process. When an Employer wishes to modify the MOU, the Employer must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s). Upon notification, WSB must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate. Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, WSB may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves the substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes WSB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, WSB presents the agreement as a proposed modification to the MOU, and the remaining steps are followed. If determined that an Employer is unwilling to agree to the MOU modification, WSB must ensure that the process in the Dispute Resolution section is followed.

Non-Assignment. Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

VIII Dispute Resolution

In the event of a dispute, the parties will first seek to resolve the dispute through Local negotiations in a good faith effort to reach a resolution or agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail after at least 60 days of effort, the dispute resolution process must be formally initiated by the petitioner seeking resolution.

Process. The petitioner must send a notification to the WSB and all Parties to the MOU regarding the conflict within 108 business days. WSB shall place the dispute on the agenda of a special meeting of WSB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU. WSB will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

IX Contact Representatives

Each agency shall appoint a contact person to serve as the agency's point of contact. These shall communicate as needed to ensure the success of this joint venture. The following are the individuals designated as representatives for each agency.

Workforce Solutions Borderplex

Contact Person: Nicholas Muniz
Title: Operations Manager
Address: 304 Texas, Suite 1400 El Paso, TX 79901
Telephone: (915) 887-2238
Fax: (915) 887-2790
E-mail: nicholas.muniz@borderplexjobs.com

Employer: _____
Contact Person: _____
Title: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____

Authorized Signatures

It is expressly acknowledged by the Parties hereto that this agreement is not intended to grant control or right of control over any of the party's professional judgments or actions outside of this agreement. Nothing in this agreement shall be construed to create an employer/employee relationship or to allow any party to this agreement the right to exercise control or direction over the manner or method by which the other parties provide the services that are not made part of this agreement.

EXHIBIT C



El Paso Employment by Quartiles

	Employment	Median Earnings	55 Years and Older
Management	15,700	\$ 38.03	3,297
Computer and Mathematical	4,460	\$ 29.96	614
Architecture and Engineering	3,090	\$ 29.34	644
Healthcare Practitioners and Technical	17,600 18%	\$ 29.23	2,988
Business and Financial Operations	12,980	\$ 29.09	2,462
Life, Physical, and Social Science	1,690	\$ 29.00	416
Highest Quartile	55,520		10,421
Education, Training, and Library	21,750	\$ 24.72	3,722
Legal	1,550	\$ 22.91	391
Protective Service	10,460 13%	\$ 22.79	2,005
Community and Social Service	3,980	\$ 21.32	858
Arts, Design, Entertainment, Sports, and Media	2,270	\$ 18.51	446
Upper-middle Quartile	40,010		7,422
Installation, Maintenance, and Repair	12,360	\$ 18.15	2,408
Construction and Extraction	12,660	\$ 17.35	2,049
Office and Administrative Support	44,380 37%	\$ 14.44	9,474
Transportation and Material Moving	29,100	\$ 14.20	5,516
Production	12,780	\$ 13.50	2,650
Lower-middle Quartile	111,280		22,097
Farming, Fishing, and Forestry	260	\$ 12.41	53
Sales and Related	32,700	\$ 11.49	6,127
Building and Grounds Cleaning and Maintenance	7,700	\$ 11.15	1,923
Personal Care and Service	4,100 31%	\$ 10.50	620
Healthcare Support	20,330	\$ 10.48	4,466
Food Preparation and Serving Related	29,190	\$ 10.02	2,992
Lower Quartile	94,280		16,181

Quartiles	2021 Employment	Rate
Highest and Upper-middle Quartiles	95,530	31.7%
Lower-middle & Lower Quartiles	205,560	68.3%
Total	301,090	

Program Timeline		MONTHS	YEAR	Infrastructure Upskilling	Cultural Drivers Workshops Phase 1	Expanding & Applying Workshops Phase 2	Gen-Z Entering Workforce Survey	
*WSB has 1 month after the end of each quarter is completed to submit the documentation to COEP.								
#	September 1, 2023 - December 31, 2023							
1	Q4 2023	1. Training provided to a minimum 5 workers and will provide the report that is outlined under Deliverables & Method of Measuring Deliverables. 2. Provide the COEP with a finalized contract from El Puente Institue. Complete Pre-Project team training and logistics planning. 3. Provide COEP a copy of the instrument(s) utilized to survey GenZ. *A third of the Administrative Fee can be provided.	ond	1	5			
January 1, 2024 December 31, 2024								
2	Q1 2024	1. Training provided to a minimum 5 workers and will provide the report that is outlined under Deliverables & Method of Measuring Deliverables. 2. By February 1, 2024, WSB will provide documentation from EventBrite that Phase-1 and Phase-2 trainings have begun.	jfm	1	5	3	75	
3	Q2 2024	1. Training provided to a minimum 5 workers and 4-Phase 1 and 2-Phase 2 workshops will have been completed. 2. WSB will provide the employee training report and EventBrite event summary and raw survey data that is outlined under Deliverables & Method of Measuring Deliverables. *Showing proof of completion of 15 workers that have received their certification, 40 businesses attended Phase 1 workshop and 20 businesses attended Phase 2 workshops. *A third of the Administrative Fee can be provided.	amj	1	5	4	2	75
4	Q3 2024	1. Training provided to a minimum 5 workers and 4-Phase 1 and 3-Phase 2 workshops will have been completed. 2. WSB will provide the Employee Training Report and EventBrite event summary that is outlined under Deliverables & Method of Measuring Deliverables.	jas	2	5	4	3	100
5	Q4 2024	1. Training provided to a minimum 5 workers and 2-Phase 1 workshops will have been completed. 2. WSB will provide the Employee Training Report and EventBrite event summary that is outlined under Deliverables & Method of Measuring Deliverables. 3. At least 325 Gen-Z participants will have been surveyed.	ond	2	5	2		75
January 1, 2025 December 31, 2025								
6	Q1 2025	1. Training provided to a minimum 5 workers and 3-Phase 1 and 1-Phase 2 workshops will have been completed. 2. WSB will provide the employee training report and EventBrite event summary that is outlined under Deliverables & Method of Measuring Deliverables.	jfm	2	5	3	1	75
7	Q2 2025	1. Training provided to a minimum 5 workers and 4-Phase 1 and 3-Phase 2 workshops will have been completed. 2. WSB will provide the employee training report and EventBrite event summary that is outlined under Deliverables & Method of Measuring Deliverables.	amj	2	5	4	3	75
8	Q3 2025	1. Training provided to a minimum 5 workers and 3-Phase 1 and 3-Phase 2 workshops will have been completed. 2. WSB will provide the employee training report and EventBrite event summary that is outlined under Deliverables & Method of Measuring Deliverables.	jas	3	5	3	3	75
9	Q4 2025	1. Training provided to a minimum 5 workers and 3-Phase 1 and 2-Phase 2 workshops will have been completed. 2. WSB will provide the employee training report and EventBrite event summary that is outlined under Deliverables & Method of Measuring Deliverables.	ond	3	5	3	2	75
January 1, 2026 - July 31, 2026								

10	Q1 2026	<p>1. Training provided to a minimum 5 workers and 4-Phase 1 and 1-Phase 2 workshops will have been completed.</p> <p>2. WSB will provide the employee training report and EventBrite event summary that is outlined under Deliverables & Method of Measuring Deliverables.</p>	jfm	3	5	4	1	75
11	Q2 2026	<p>1. This is the 11th quarter and WSB will have upskilled a minimum of 48 workers, 300 businesses attended Phase 1 workshop and 150 businesses attended Phase 2 workshops and 700 Gen Z participants have been surveyed.</p> <p>2. Providing record of completion of the course and remaining students (total of a minimum of 48 workers), EventBrite event summaries, GenZ survey results and recommendation report, along with the report outlined under Deliverables and Method of Measuring Deliverables.</p> <p>*A third of the Administrative Fee can be provided.</p>	amj	3	50	30	15	700

ATTACHMENT “B”
BUDGET

Agency Name: Workforce Solutions Borderplex

Project Name: A Comprehensive Approach to Infrastructure Improvement
Bridging the Opportunity for Business Growth with a Ready Workforce

Be specific. Include funding source, and contact person and phone number for purposes of verification.

Funding Source	Contact Person and Phone or Email		Budget Year 2022-2024
Other Federal Funds (please itemize)			
Other State & Local Government Funds (please itemize)			
Private Funds (please itemize)			
Total Project Income		\$ -	\$ -

Agency Name: Workforce Solutions
Borderplex

Project Name: A Comprehensive Approach to
Infrastructure Improvement
Bridging the Opportunity for Business Growth with a
Ready Workforce

Line Item Expense Category			Budget Year 2022-2024	
			Total	Budget
Salaries			\$	-
Fringe benefits			\$	-
Contract services			\$	739,500.00
Rent				
Communications				
Utilities & occupancy expenses			\$	-
Equipment rental & maintenance			\$	-
Equipment purchases			\$	-
Mileage reimbursements			\$	-
Postage & shipping			\$	-
Printing & publications			\$	-
Supplies			\$	8,000.00
Local conferences & meetings			\$	-
Insurance			\$	-
Travel - long distance			\$	-
Other Expenses			\$	102,500.00
Total Project Expenses	\$ -	\$ -	\$	850,000.00

**Agency Name: Workforce
Solutions Borderplex**

**Project Name: A Comprehensive Approach to
Infrastructure Improvement
Bridging the Opportunity for Business Growth
with a Ready Workforce**

You must include all staff that will work on the project.
The total on this page must correspond to the total on Expense
Summary

Position Title	Total Project Budget			
	FTE	Months Employed	Avg Monthly F/T Salary	Total Cost
Positions				
			\$ -	\$ -
			\$ -	\$ -
Total Funded Salaries	0.00			\$ -

**Agency Name: Workforce Solutions
Borderplex**

**Project Name: A Comprehensive
Approach to Infrastructure Improvement
Bridging the Opportunity for Business
Growth with a Ready Workforce**

You must include expenses for all staff that will work on the project.

The total on this page must correspond to the total on Expense Summary.

	Total Project Budget		
	Benefit Rate	Salary Base	Total Cost
Payroll-based Costs			
FICA Taxes	7.6500%		\$ -
Worker's Compensation	0.2500%		\$ -
Unemployment Insurance	8.2100%		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Employee-based Costs	Covered Staff	Cost per Employee	Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Other Benefits (please itemize)	Basis for Estimate		Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Benefits			\$ -

Agency Name: Workforce Solutions Borderplex

Project Name: A Comprehensive Approach to Infrastructure Improvement
Bridging the Opportunity for Business Growth with a Ready Workforce

You must include all **PARTNERS OR CONTRACTORS** that will work on the project. Provide clear description of services to be provided and the rate at which the consultant will be paid. Any consultant that will be performing services for this project and receiving \$5,000 or more funds as part of this budget is considered to be a "partner". A "Partner Supplement" must be provided for each partner sharing funds and responsibility for this project. The City's prior written approval will be required for any changes exceeding 10% within the consultants' line item.
The total on this page should correspond to the total on Expense Summary.

Partners / Contractors	Services Provided & Costing Methods	Total Project Budget		
		Units	Rate	Total Cost
Training Providers listed on the WSB official Eligible Training Provider List (certified training providers per Texas Workforce Commission).	Subsidy of training, stipends, support to upskill workers into infrastructure jobs	48.00	\$ 10,000.00	\$ 480,000.00
Bridgify Group/El Puente Institute	Small Business Workshops (Phase-1 & Phase-2)	45.00	\$ 3,500.00	\$ 157,500.00
Bridgify Group/El Puente Institute	Small Business Workshop Data Aggregation, Report Development, Executive Summary	1.00	\$ 3,500.00	\$ 3,500.00
Bridgify Group/El Puente Institute	Gen Z Survey Program Design	1.00	\$ 5,000.00	\$ 5,000.00
Bridgify Group/El Puente Institute	Gen Z Survey Collection & Administration	1.00	\$ 8,000.00	\$ 8,000.00
Bridgify Group/El Puente Institute	Gen Z Survey Analysis, Findings, Report	1.00	\$ 8,000.00	\$ 8,000.00
Bridgify Group/El Puente Institute	GenZ Software & Psychometrician	1.00	\$ 4,000.00	\$ 4,000.00
Upwork - podcast, video, audio editing (Workshops)	Upwork - podcast, video, audio editing	0.50	\$ 14,000.00	\$ 7,000.00
Upwork - podcast, video, audio editing (Surveys)	Upwork - podcast, video, audio editing	0.50	\$ 14,000.00	\$ 7,000.00
Gen-Z participants (workshop)	Stipend for 480 hours of work-based learning assignment for graphic design and administrative support for workshops	2.00	\$ 10,000.00	\$ 20,000.00
Gen-Z participants (survey)	Stipend for 480 hours of work-based learning assignment for graphic design and administrative support for surveys	3.00	\$ 10,000.00	\$ 30,000.00
Gen-Z participants (workshops)	Stipend for 475 hours of work-based learning assignment for graphic design and administrative support for training program	1.00	\$ 9,500.00	\$ 9,500.00
Total Contractual				\$ 739,500.00

Agency Name: Workforce Solutions Borderplex

**Project Name: A Comprehensive Approach to
Infrastructure Improvement
Bridging the Opportunity for Business Growth
with a Ready Workforce**

Agencies purchasing equipment with ARPA funds must demonstrate that they are NOT on a flood plain or provide a copy of valid flood insurance covering the life of the grant.

[illegible]

Agency Name: Workforce Solutions Borderplex

**Project Name: A Comprehensive Approach
to Infrastructure Improvement
Bridging the Opportunity for Business
Growth with a Ready Workforce**

Use this page to provide information on any line item not included in the previous Supporting Schedules. You must include all applicable expenses for the project. The totals on this page should correspond to the totals on Expense Summary. The total of Supporting Schedules 1-5 must match Project Budget. List only and all line items on Project Budget that are not covered on any previous Supporting Schedules. Give details for any expense that Economic Development is asked for \$500+ in funds.

Item Description	Total Project Budget		
	Basis for Estimate		Total Cost
Item Description	Unit	Amount	Total Cost
Mileage reimbursements			
Postage & shipping			
Printing & publications			
Supplies	8	\$ 1,000.00	\$ 8,000.00
***Tablets, microphones, stands, equipment; for on-site surveys			
Local conferences			
Insurance			
General liability			
Professional liability			
D & O liability			
Auto liability			
Property & casualty			
Fidelity bonding			
Other insurance			
Travel (long distance)			
air fares			
ground transport			
meals & lodging			
Other Expenses (please itemize)			
Administrative Fee	10%	\$ 850,000.00	\$ 85,000.00
Incentive for GenZ Survey	700	\$ 25.00	\$ 17,500.00
Total Supplemental Items			\$ 110,500.00

Public Services Application: Site Breakdown for Multi-Site Projects						
<div>Agency Name: Workforce Solutions BorderplexProject Name: A Comprehensive Approach to Infrastructure ImprovementBridging the Opportunity for Business Growth with a Ready Workforce</div>						
#	Name of Site (Activity)* (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	ARPA Funds Total	Outside Funds	Total Site Cost	Units of Service
1	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
2	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
3	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
4	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
5	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
6	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
7	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
	Total		\$0	\$0	\$0	\$0
*If more than one activity will be at the same address, list the activity in parentheses. For Example, "Community Center (Counseling)" and "Community Center (Food Drive).						
			Page 8 of 10			

	*** Add lines for more line items and sites as needed						

**ECONOMIC DEVELOPMENT RESPONSE + RECOVERY
PUBLIC SERVICES FUNDING
UNIT OF SERVICE DATA**

AGENCY LEGAL NAME: WORKFORCE SOLUTIONS BORDERPLEX, INC., (formerly Upper Rio Grande Workforce Development Board)
(AS APPEARS ON CURRENT ARTICLES OF INCORPORATION)

PROJECT TITLE: Project Name: A Comprehensive Approach to Infrastructure Improvement Bridging the Opportunity for Business Growth with a Ready Workforce

Please provide your definition of the Unit of Service to be provided by the project. (*Units of Service must be defined in measurable time-based terms; such as one hour, one 3 hour session, one 24 hour day*). **WSB unit of service is defined as an existing employee (training student).**

How did you arrive at the number of units for the project? Please describe the rationale or formula used to determine the total number of units of service. **WSB's policy regulates the maximum value of training spent per person per year does not exceed \$10,000. This same threshold is applied to this program. Approximately 8-10 workers in approximately 3-4 businesses per quarter will begin a training program. By the end of the 6th quarter of the program, WSB will have served approximately 50 workers.**

Complete information for current year, even if Economic Development is not currently funding the project.

Current Year FYE22	City Portion	Total Project
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients reported		

Budget Year FYE23	City Portion	Total Project
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients to be reported		

Fiscal Federal Funding Accountability and Transparency Act (FFATA)

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.***

Legal Name of Contractor:	FFATA Contact: (Name, Email and Phone Number):
Primary Address of Contractor:	Zip Code: 9-digits required www.usps.com
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:

Printed Name of Authorized Representative:	Signature of Authorized Representative
Title of Authorized Representative	Date Signed

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.

Provide compensation information here:

ATTACHMENT “C”
INSURANCE CERTIFICATES / CERTIFICATIONS

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest CL El Paso 303 N. Oregon, Ste 310 El Paso, TX 79901 915 544-3111		CONTACT NAME: Monika M Smith PHONE (A/C, No, Ext): 915 544-3111 FAX (A/C, No): 866-494-6822 E-MAIL ADDRESS: Monika.Smith@usi.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Philadelphia Indemnity Insurance Co.	
		INSURER B : Service Lloyds Insurance Company	
		INSURER C : Travelers Casualty & Surety Co. of Amer	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2466409	10/01/2022	10/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2466409	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10000			PHUB833150	10/01/2022	10/01/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SLICWC0075003	10/01/2022	10/01/2023	<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
C	Crime-Empl Theft			106946752	10/01/2022	10/01/2023	\$5,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

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

Anthony J. Davis

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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



- 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:



- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year revenue*.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where n is the number of months elapsed since the end of the base year to the calculation date:

$$\text{base year revenue} \times (1 + \text{growth adjustment})^{\frac{n}{12}}$$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient’s average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

- c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

- d. Revenue loss for the calculation date is equal to *counterfactual revenue* minus *actual revenue* (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.



SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include *any service traditionally provided by a government***, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.



Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or “classes” of beneficiaries that experienced pandemic impacts and provide services to those classes.

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.



Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class
Simplifying Presumptions	<ul style="list-style-type: none"> Final Rule presumes certain populations and classes are impacted and disproportionately impacted 	<ul style="list-style-type: none"> Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on “Framework for Eligible Uses Beyond Those Enumerated.”

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between “beneficiaries” and “sub-recipients.” Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.



RESPONDING TO THE PUBLIC HEALTH EMERGENCY

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:
 - ✓ Vaccination programs, including vaccine incentives and vaccine sites
 - ✓ Testing programs, equipment and sites
 - ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - ✓ Public communication efforts
 - ✓ Public health data systems
 - ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
 - ✓ Medical and PPE/protective supplies
 - ✓ Support for isolation or quarantine
 - ✓ Ventilation system installation and improvement
 - ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety
 - ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
 - ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
 - ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
 - ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
 - ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
 - ✓ Public telemedicine capabilities for COVID-19 related treatment



- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
 - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
 - ✓ Emergency medical response expenses
 - ✓ Treatment of long-term symptoms or effects of COVID-19
- **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
 - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
 - ✓ Enhanced behavioral health services in schools
 - ✓ Services for pregnant women or infants born with neonatal abstinence syndrome
 - ✓ Support for equitable access to reduce disparities in access to high-quality treatment
 - ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
 - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
 - ✓ Behavioral health facilities & equipment
- **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
 - ✓ Referrals to trauma recovery services for victims of crime
 - ✓ Community violence intervention programs, including:
 - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
 - ✓ In communities experiencing increased gun violence due to the pandemic:
 - Law enforcement officers focused on advancing community policing
 - Enforcement efforts to reduce gun violence, including prosecution
 - Technology & equipment to support law enforcement response



RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as “impacted” households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as “disproportionately impacted” households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were “impacted” and “disproportionately impacted” by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction’s business climate – would generally not be eligible under this eligible use category.



Assistance to Households

Impacted Households and Communities

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or-moderate income households or communities
- ✓ Households that experienced unemployment
- ✓ Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ *When providing affordable housing programs:* households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ *When providing services to address lost instructional time in K-12 schools:* any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.³ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

³ For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- ✓ Food assistance (e.g., child nutrition programs, including school meals) & food banks
- ✓ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- ✓ Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- ✓ Financial services for the unbanked and underbanked
- ✓ Burials, home repair & home weatherization
- ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- ✓ Assistance in accessing and applying for public benefits or services
- ✓ Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- ✓ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- ✓ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund⁴

⁴ Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).

***Disproportionately Impacted Households and Communities***

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low -income households and communities
- ✓ Households residing in Qualified Census Tracts
- ✓ Households that qualify for certain federal benefits⁵
- ✓ Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.⁶ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

⁵ These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

⁶ For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- ✓ Pay for community health workers to help households access health & social services
- ✓ Remediation of lead paint or other lead hazards
- ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- ✓ Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing⁷
- ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities
- ✓ Responses available to respond to impacts of the pandemic on households and communities (including those listed on page 18)

⁷ Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.



Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

1. Have no more than 500 employees, or if applicable, the size standard in number of employees [established](#) by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
2. Are a small business concern as defined in section 3 of the Small Business Act⁸ (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- | | |
|---------------------------------------|--|
| ✓ Decreased revenue or gross receipts | ✓ Capacity to weather financial hardship |
| ✓ Financial insecurity | ✓ Challenges covering payroll, rent or mortgage, and other operating costs |
| ✓ Increased costs | |

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- | | |
|---|--|
| ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs | ✓ Technical assistance, counseling, or other services to support business planning |
|---|--|

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

⁸ 15 U.S.C. 632.



- ✓ Small businesses operating in Qualified Census Tracts
- ✓ Small businesses operated by Tribal governments or on Tribal lands
- ✓ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs



Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees.

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- ✓ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts
- ✓ Nonprofits operated by Tribal governments or on Tribal lands
- ✓ Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.



Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

1. Designating an impacted industry. There are two main ways an industry can be designated as "impacted."

1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
 - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,⁹ or
 - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. Providing eligible aid to the impacted industry. Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

⁹ Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.



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



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.¹⁰ These include:
 - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
 - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
 - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

¹⁰ Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.



U.S. DEPARTMENT OF THE TREASURY

- ✓ Program evaluation and evidence resources
 - ✓ Data analysis resources to gather, assess, share, and use data
 - ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
 - ✓ Community outreach and engagement activities
 - ✓ Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support
- **Addressing administrative needs, including:**
 - ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
 - ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)

**CAPITAL EXPENDITURES**

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable sub-category of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes:

- *Description of the harm or need to be addressed.* Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.



- *Explanation of why a capital expenditure is appropriate.* For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- | | |
|---|---|
| ✖ Construction of new correctional facilities as a response to an increase in rate of crime | ✖ Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries |
| ✖ Construction of new congregate facilities to decrease spread of COVID-19 in the facility | |

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

**FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED**

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class

1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.
- “Disproportionately impacted” entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that pre-existing disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should



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



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
- ✓ Emergency response
- ✓ Sanitation, disinfection & cleaning
- ✓ Maintenance
- ✓ Grocery stores, restaurants, food production, and food delivery
- ✓ Pharmacy
- ✓ Biomedical research
- ✓ Behavioral health
- ✓ Medical testing and diagnostics
- ✓ Home and community-based health care or assistance with activities of daily living
- ✓ Family or child care
- ✓ Social services
- ✓ Public health
- ✓ Mortuary
- ✓ Critical clinical research, development, and testing necessary for COVID-19 response
- ✓ State, local, or Tribal government workforce
- ✓ Workers providing vital services to Tribes
- ✓ Educational, school nutrition, and other work required to operate a school facility
- ✓ Laundry
- ✓ Elections
- ✓ Solid waste or hazardous materials management, response, and cleanup
- ✓ Work requiring physical interaction with patients
- ✓ Dental care
- ✓ Transportation and warehousing
- ✓ Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment

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.



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.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:

- ✓ Lack of access to a reliable high-speed broadband connection
- ✓ Lack of affordable broadband
- ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.



3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:

- ✓ Participate in the FCC's Affordable Connectivity Program (ACP)
- ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:

<ul style="list-style-type: none"> ✖ Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient's regular timing for making the payment 	<ul style="list-style-type: none"> ✖ Occur at the regular time for pension contributions but is larger than a regular payment would have been
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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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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.

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.



Legislation Text

File #: 23-1157, 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

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

AGENDA LANGUAGE:

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

Discussion and action that the City Manager, on behalf of the City, be authorized to sign upon the recommendation of the Director of Economic and International Development and the approval of the City Attorney's Office: (1) Written Agreement between the City and Medical Center of the Americas Foundation necessary to finalize the consolidated loan; (2) any contract amendment documents to effectuate the consolidation of the previously awarded loans into one loan and to secure and protect the City's lien interest, and (3) releases, and related documents, for all obligations under the previously filed loans; and (4) lien(s) against the properties located at the Cardwell Collaborative Building located at 5130 Gateway Blvd., El Paso, Texas 79905, securing the City's interests pursuant to the terms of the consolidated loan.

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

AGENDA DATE: August 29, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PH. NUMBER: Elizabeth Triggs, (915) 212-0094

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL: Goal 1: Create an environment conducive to strong sustainable economic development

SUBGOAL: Goal 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

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

That the City Manager, on behalf of the City, be authorized to sign upon the recommendation of the Director of Economic and International Development and the approval of the City Attorney's Office: (1) Written Agreement between the City and Medical Center of the Americas Foundation necessary to finalize the consolidated loan; (2) any contract amendment documents to effectuate the consolidation of the existing loans into one loan and to secure and protect the City's lien interest, and (3) releases, and related documents, for all obligations under the previously filed loans; and (4) lien(s) if deemed necessary, against the properties located at MCA Tech Park securing the City's interests pursuant to the terms of the consolidated loan.

BACKGROUND / DISCUSSION:

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

On February 7, 2012 City Council approved a Chapter 380 Economic Development Program Grant Agreement between the City of El Paso and the Medical Center of the Americas Foundation: in relation to undertaking of an economic development project consisting of biomedical cluster specific and infrastructure programs. The MCA is requesting a lien release with the purpose of refinancing existing loans to continue their innovative efforts in the biomedical and life sciences industries.

PRIOR COUNCIL ACTION:

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

No

AMOUNT AND SOURCE OF FUNDING:

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

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Economic & International Development

SECONDARY DEPARTMENT: n/a

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



DEPARTMENT HEAD: _____

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

RESOLUTION

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

That the City Manager, on behalf of the City, be authorized to sign upon the recommendation of the Director of Economic and International Development and the approval of the City Attorney's Office: (1) Written Agreement between the City and Medical Center of the Americas Foundation necessary to finalize the consolidated loan; (2) any contract amendment documents to effectuate the consolidation of the previously awarded loans into one loan and to secure and protect the City's lien interest, and (3) releases, and related documents, for all obligations under the previously filed loans; and (4) lien(s) against the properties located at the Cardwell Collaborative Building located at 5130 Gateway Blvd., El Paso, Texas 79905, securing the City's interests pursuant to the terms of the consolidated loan.

APPROVED this ____ day of _____ 20__.

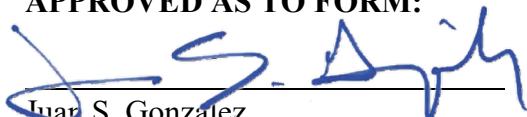
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic & International Development



Legislation Text

File #: 23-1158, 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) 212-0094

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

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign a Grant Agreement between the City of El Paso and Project ARRIBA Advanced Retraining and Redevelopment Initiative in Border Areas, Inc. ("Grantee"), a 501(c)3 tax exempt, non-profit Texas corporation for the purpose of providing training and case management services to eligible clients who require occupational skills necessary to access jobs in hard-to-fill demand occupations that pay a living wage with benefits and career path.

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

AGENDA DATE: August 29, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PH. NUMBER: Mirella Craigo, Assistant Director 915-212-1617
Elizabeth Triggs, Director 915-212-0094

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: 1. Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

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

That the City Manager be authorized to sign a Grant Agreement between the City of El Paso and Project ARRIBA Advanced Retraining and Redevelopment Initiative in Border Areas, Inc. ("Grantee"), a 501(c)3 tax exempt, non-profit Texas corporation for the purpose of providing training and case management services to eligible clients who require occupational skills necessary to access jobs in hard-to-fill demand occupations that pay a living wage with benefits and career path.

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?

Project ARRIBA is a community-based nonprofit that operates as a workforce and economic development initiative in the Paso del Norte region. They provide long-term high skilled training and case management services to eligible El Paso residents who require the occupational skills necessary to access jobs in hard to fill demand occupations

The Chapter 380 Agreement will be for five years, from September 1, 2023, to August 31, 2028. The Agreement will consist of a reimbursement of \$350,000 annually for a period of five years for direct program and administrative costs, for a maximum aggregate amount of \$1,750,000 over the term of the agreement.

In consideration, Project ARRIBA will deliver the following:

- **Case Manage:** a total of 750 New City Participants over the term of the agreement.
- **Graduate:** a total of 350 New City Participants, over the term of the agreement.
- **Job placement:** a total of 300 New City Participants must be job-placed at or above \$16.23 over the term of the agreement.
- **Dollar for Dollar Match:** Applicant must prove that it received funding from either a state program, federal program, or private donors in an amount equal to the amount granted by the CITY on an annual basis.
- Of the New City Participants sponsored at Project ARRIBA **60%** must be at or below 100% HHS poverty levels.

- **Bridges to Success:** ESL to Living Wage model, enroll a total of 15 participants over the life of the agreement. These participants must be at or have completed ESL levels 3-6 and will continue their in-demand training leading to graduation and job placements within a 5-year period.
- Maintain a minimum **80%** year-to-year **combined graduation and persistence rate**.

PRIOR COUNCIL ACTION:

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

Yes, On October 2, 2018, council approved a Chapter 380 agreement for \$1,750,000.

AMOUNT AND SOURCE OF FUNDING:

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

Impact Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

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



DEPARTMENT HEAD: _____

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

RESOLUTION

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

That the City Manager be authorized to sign a Grant Agreement between the City of El Paso and Project ARRIBA Advanced Retraining and Redevelopment Initiative in Border Areas, Inc. ("Grantee"), a 501(c)3 tax exempt, non-profit Texas corporation for the purpose of providing training and case management services to eligible clients who require occupational skills necessary to access jobs in hard-to-fill demand occupations that pay a living wage with benefits and career path.

APPROVED this _____ day of _____ 2023.

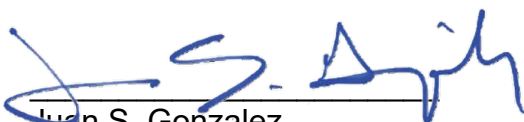
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO) **CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

This Chapter 380 Economic Development Program Agreement ("**Agreement**") is made this ___ day of, _____20____ ("Effective Date") between the City of El Paso, Texas, a Texas home rule municipal corporation, (the "**City**"), and **Project ARRIBA Advanced Retraining and Redevelopment Initiative in Border Areas, INC.**, a tax exempt non-profit Texas Corporation (the "**Applicant**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

RECITALS

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to create a permanent and sustainable source of local health care professionals, teachers, and information technologists to address severe shortages in the City of El Paso;

WHEREAS, Project ARRIBA has demonstrated by past performance that it is qualified to provide training and case management services to eligible clients who require occupational skills necessary to access jobs in hard-to-fill demand occupations that pay a living wage with benefits and career path;

WHEREAS, such services are considered to be an important factor in promoting job creation for El Paso residents, and

WHEREAS, the training and case management services as further described herein, and hereinafter referred to as "Project ARRIBA" meets the requirements to receive a grant under the City of El Paso Economic Development Incentive Policy.

WHEREAS, the City concludes and hereby finds that this agreement promotes economic development in the City and meets the requirements of Chapter 380.

NOW, THEREFORE, the CITY and Applicant, in consideration of the terms, conditions and covenants contained herein hereby agree as follows:

SECTION 1. DEFINITIONS.

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

- A.** "**Agreement**" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.

- B. Annual Report.** The words annual report means a yearly account provided to the El Paso City Council that includes descriptions reporting on the outcome metrics described in this agreement.
- C. Effective Date.** means the date the El Paso City Council approves the Agreement.
- D. Event of Default.** This phrase shall have the meaning set forth in **Section 7** hereof.
- E. Grant.** The word "Grant" means a payment on an annual basis to Applicant under the terms of this Agreement payable from the City's **Impact Fund** account derived from the franchise fee paid to the City pursuant to the Franchise Agreement adopted by Ordinance No. 017460 (amended by Ordinance 018772). Under no circumstances shall the annual Grant payment exceed **\$350,000**. The maximum payment amounts shall not exceed **\$1,750,000** during the **five-year** term of this Agreement.
- F. Grant Submittal Package.** means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as **EXHIBIT C** to this Agreement.
- G. Property.** The word "Property" means the location of Applicant's operations, place of business and address for Notice purposes located at 1155 Westmoreland, Suite 235, in El Paso, Texas, 79925, as described in **EXHIBIT A**.

SECTION 2. TERM AND GRANT PERIOD.

- A.** The agreement period will be from **September 1, 2023**, to **August 31, 2028**, and will cover expenses incurred in connection with the 2023-2028 semesters. This Agreement shall commence on the Effective Date and shall terminate on the first to occur: (i) **5** years from the Effective Date; (ii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iii) termination by mutual consent of the parties in writing ("Term").
- B.** Applicant's eligibility for Grant payments shall be limited to **5** consecutive years within the Term of this Agreement (the "Grant Period").

SECTION 3. AGREEMENT PURPOSE.

The purpose of this program will be to create a permanent and sustainable source of local health care professionals, teachers, and other demand careers to address the severe shortage in the El Paso, Texas region. Applicant will provide long term, high skilled training, and case management services to eligible El Paso City residents. These residents require the occupational skills necessary to access jobs in hard to fill demand occupations, as determined by El Paso's local economy. Occupations may include, but are not limited to school teachers, medical professions (e.g., nursing) and other demand occupations.

The Applicant sponsors training that will lead to a Bachelors Degree, Associates Degree and/or Licensed Certification primarily in nursing and health-related areas, education, information technology and other demand occupations. The health field occupations include but are not limited to, Registered Nurse, Licensed Vocational Nurse, Physical Therapy Assistant, Radiology Tech, Respiratory Care Tech, Donor Care Specialist, and Other Allied Health Fields. The education majors will primarily fill vacancies in both junior high and high school in the sciences, math and bi-lingual education. The information technology occupations include but are not limited to, Computer Information Systems, Network and Telecommunications Administrator and Specialized Certifications.

- Beneficiaries of the services to be provided hereunder must reside in the City of El Paso and Applicant shall provide services that meet the requirements as detailed in this agreement.
- Participants eligible for the program will be from the City of El Paso, Texas who have historically experienced a high level of unemployment and/or lack the occupational skills necessary to maintain employment.

Minimum entry requirements for program participation are:

- Must be at the higher levels (3-6) of ESL at the El Paso Community College (EPCC) and/or
- High School Diploma or GED
- U.S. Citizenship or Alien Registration, and must live within the El Paso City limits
- 5th Grade reading and math level for ESL population, 7th Grade reading and math level for Housing of the City of El Paso and Empowerment Zone Residents and 9th Grade reading and math level for all other El Paso County Residents
- ESL student and/or English language proficiency

Eligible participants will fall at or below 200% of the Health & Human Services Poverty Guidelines for FY2024 through FY 2029.

SECTION 4. OBLIGATIONS OF APPLICANT.

During the term of this Agreement, Applicant shall comply with the following terms and conditions:

- A. Applicant will maintain a minimum of **80% academic retention rate** over the life of this agreement.
- B. Applicant will maintain a minimum **80% year to year combined graduation and persistence rate** over the life of this agreement.
- C. Applicant will **maintain cohesive relationships** with Employer Partners and Job Placed Graduates to determine Employer/Employee satisfaction over the life of this agreement, and report at the end of the grant term.

- D. Of the City Participants sponsored at Project ARRIBA, **60%** will be **at or below 100% HHS poverty levels** over the life of this agreement.
- E. **Case Manage** a total of 750 new City Participants over the life of the agreement (150 participants annually). The new city participants shall either be in training programs or being job placed, for demand occupations in nursing, healthcare, education, information technology and other demand occupations.
- a. For purposes of this agreement, **“New City Participants”** means a student that has never been enrolled in the Project ARRIBA program nor utilized any of their services.
- F. **Graduate** 350 new City participants on or before **August 31, 2028** (70 participants annually), in the following targeted occupations: nursing, healthcare, education, information technology and other demand occupations.
- G. **Job Place** 300 new City participants at or above **\$16.43/hr.**, on or before **August 31, 2028** (60 participants annually), in the following targeted occupations: nursing, healthcare, education, information technology and other demand occupations.
- H. Of the new City Participants sponsored at Project ARRIBA, 15 (3 participants annually) will be enrolled in the Applicant’s **“Bridges to Success”**, ESL to Living Wage model. These participants will be at or have completed ESL levels 3-6 and will continue their in-demand training leading to graduation and job placements within a 5-year period.
- I. In order to obtain funding for the second through fifth years under this agreement, applicant must prove that it **received funding** from a state or federal program in an **amount equal to the amount granted by the CITY** to Applicant in years one, two, three, or four as applicable. Failure to secure such funding in the year preceding year two, three, four, or five will terminate this Agreement.
- J. In addition to any reports required, the Applicant shall provide **monthly written reports** to the City on the status of performance measures by the **20th** of the month following the report month.
- K. The Applicant shall submit a **written mid-year report** to City on the status of fundraising activities during the fiscal year, use of grant funds, and progress in the performance measures required under this Agreement. The mid-year report will be in a form acceptable to the City.
- L. The Applicant shall provide a **written comprehensive annual report** to the City and **oral presentation** to City Council regarding the outcome of the grant. The annual report shall include a description of the project, review of the activities accomplished, and project goals achieved during the fiscal year. This report should also identify positive outcomes and areas needing improvement. This report is due not later than **90 days after September 1** of each year.

Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

The CITY reserves the right on its behalf to perform, or have its designees perform, a periodic on-site or desk audit monitoring of Applicant's compliance with the provisions of this Agreement. The monitoring shall be conducted in a reasonable time, place and manner by the CITY. The Applicant shall provide the assistance and information needed by the CITY in monitoring and evaluating the performance of this agreement. It is understood that the CITY, or its designee, will perform periodic fiscal and annual programmatic monitoring reviews including a review of the audit conducted by the Applicant. The CITY, and/or its designees may request the copying, mailing, and/or electronic transmission of Applicant's records in connection with an on-site or desk audit monitoring.

- a. Monitoring reviews will include a written report to the Applicant documenting findings and concerns that will require a written response to the CITY. An acceptable response must be received by the CITY **within 30 days** from the Applicant's receipt of the monitoring report audit review letter, or otherwise future payments will be withheld under this Agreement.
- b. Failure of APPLICANT to take all actions necessary to resolve and close monitoring or audit findings **within 60 days** of receipt of the monitoring report or audit review letter shall be considered a breach of this Agreement and cause for termination of this Agreement by City Council. If the Agreement is terminated under these circumstances, it will be considered terminated for cause due to APPLICANT's non-compliance. Such termination will not be considered appealable.
- c. The City shall have the discretion to extend the 60-day period for reasons the City may judge to be extenuating circumstances.

N. NON-RELIGIOUS ACTIVITIES

The Applicant will provide all services under this Agreement in a manner that is exclusively non-religious in nature and scope. There shall be no religious services, proselytizing, instruction, or any other religious preference, influence, or discrimination in connection with providing the services hereunder.

O. INDEMNIFICATION AND INSURANCE

THE CITY SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE APPLICANT INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. THE APPLICANT EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL LIABILITIES AND OBLIGATIONS INCURRED DUE TO ITS NEGLIGENCE, ANY ACTIONS OUTSIDE ITS SCOPE OF AUTHORITY, ANY OF ITS NEGLIGENT ACTS OR ANY OMISSION TO ACT, ANY BREACH OF AGREEMENT, OR ACTIONS OF THE APPLICANT OUTSIDE THE SCOPE OF THIS AGREEMENT.

APPLICANT agrees to maintain for the life of this Agreement, liability insurance in the minimum amounts of \$250,000.00 for each person and \$500,000.00 for each single occurrence covering bodily injury or death and \$100,000.00 for each single occurrence of damage to or destruction of property. Such insurance shall name the CITY as an additional insured with regard to all suites, actions, demands, claims and liabilities arising out of, occasioned by or relating to this Agreement or the activities carried out hereunder. It shall also contain a provision that it may not be canceled or lapse without a 30-days' prior written notice to CITY. APPLICANT shall produce a copy of its liability insurance policy, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage limits, and terms and provisions shown thereon, incorporating the above requirements, to CITY **within 30 days** of the signing of this Agreement.

- a. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS AGREEMENT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE DIRECTOR, AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.
- b. The CITY reserves the right to review the insurance requirements of this section during the effective term of this Agreement and to adjust insurance coverage and their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or the claims history of the industry, if applicable, as well as the claims history of the APPLICANT.
- c. CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties thereto or the underwriter of any such policies). Upon such request by CITY, APPLICANT shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. APPLICANT remains responsible for procuring any other types of insurance not listed above, but required by law, necessary for performing its duties.

Notwithstanding any suspension or termination hereof, APPLICANT shall not be relieved of any liability to CITY for damages or indemnification due to CITY by virtue of breach of this Agreement by APPLICANT or by virtue of this Section. CITY may withhold payments to APPLICANT until such time as the exact amount of damages due to the CITY from APPLICANT is agreed upon or is otherwise determined.

P. INDEPENDENT CONTRACTOR

CITY and APPLICANT understand that APPLICANT is an independent contractor and that no term or provision hereof or act of APPLICANT in performance of this Agreement shall be construed as making APPLICANT an agent or employee of the CITY. All officers and employees of APPLICANT shall be solely responsible to APPLICANT, and the CITY shall not have any authority, responsibility, or liability with respect thereto.

Q. AUTHORITY TO CONTRACT

APPLICANT represents and warrants that the person executing this Agreement and all documents related thereto has the authority to commit the APPLICANT to the obligations, financial and otherwise, required by this Agreement.

R. DISCRIMINATION PROHIBITED

- a. No person in the United States shall, on the grounds of race, creed, color, national origin (including immigration status where an alien holds proper work authorization), sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to segregation or discrimination in any way, shape or form in employment or under projects or activities funded in whole or in part with funds made available to the APPLICANT pursuant to this Agreement, as set forth in Title 24 CFR Section 570.602.
- b. APPLICANT must file the Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons. Failure to do so in any manner, which impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder, shall constitute a breach of this Contract.

S. Conflict of Interest

APPLICANT covenants that during the term of this Agreement, APPLICANT, its associates, officers and employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Agreement and that none of its paid personnel shall be employees of the CITY or have any contractual relationship with the CITY.

T. Hatch Act

Neither the funds advanced pursuant to this Agreement, nor any personnel who may be employed by the APPLICANT with funds advanced pursuant to this Agreement shall be in any way or to any extent engaged in any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.

U. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioners, shall be entitled to any share or part of this Agreement between CITY and APPLICANT or to any benefits arising there from.

V. Political and Lobbying Activities Prohibited

- a. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying, and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, or the City Council of the City of El Paso.
- b. APPLICANT hereby agrees to sign the **Certification Regarding Lobbying**, attached hereto and made a part of this Agreement as **EXHIBIT B** and return said signed Certification and, if necessary, the completed Disclosure of Lobbying Activities, to CITY. APPLICANT shall require the language of the Certification and Disclosure be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

W. Composition

Applicant shall notify the CITY in writing within thirty (30) days in the event of any change in Applicant's ownership, organization, control, management and non-profit or tax status. Applicant shall periodically, or at least annually, submit to the CITY a list of its current membership and board of directors with their appropriate titles.

X. Assignment

APPLICANT may not assign or otherwise transfer this Agreement either as to obligations or benefit without the prior written consent of the CITY.

Y. Required Documentation

APPLICANT hereby agrees to provide any and all documentation necessary to fulfill any and all grants (federal, state, or local) requirements pertaining hereto.

Z. Warranty

APPLICANT represents that the information furnished to the CITY, upon which CITY relied to make this grant, is correct and true.

AA. Liability

APPLICANT shall be liable to the CITY for the full amount of any funds received pursuant to the terms of this Agreement, which APPLICANT knowingly accepts or disburses in violation of the terms and conditions herein.

BB. Acknowledgment in Printed Materials

APPLICANT is encouraged to acknowledge the CITY for its support of the provision of services under this Agreement in all appropriate printed materials. However, the CITY reserves the right to approve, in whole or in part, the form of such acknowledgments, which APPLICANT proposes to include in any printed materials.

SECTION 5. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- A. The Applicant shall submit one monthly Grant Submittal Package which shall be in the form provided in **EXHIBIT C**, together with the requisite documentation. The Applicant shall submit by the **20th** of the following month for which disbursement is requested. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that month.
- B. Applicant further understands that any payment or contribution by beneficiaries for services supported or subsidized by this agreement shall be used for payment of only program costs. Revenue remaining after payment of all Program expenses shall be considered Program Income subject to all the requirements of this Agreement and Title 24 Code of Federal Regulations hereinafter referred to as “CFR”, Section 570.504.
- C. The City’s determination of the amount of the Grant payment due to the Applicant is final.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

SECTION 6. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The CITY agrees to reimburse the Applicant on a monthly basis for program costs (85% of annual allocation) and administrative services (15% of annual allocation) provided subject to the terms and conditions in this Agreement.
- (1) For purposes of this Agreement, “program costs” are: participant training costs (tuition, books, child care, and other support services), client services’ salaries, enrollment costs (orientation, testing, intake, and individual service strategies), and expenses related to the delivery of case management program services.
- (2) For purposes of this Agreement “administrative costs” are: expenses including, personnel, fringe benefits, occupancy, equipment lease and maintenance, communications, insurance, supplies and postage. Costs will be allocated to the grant based on the ratio of program participants to the total participants served by Project ARRIBA in any given month.
- B. Reimbursements will follow receipt of a requisition for payment and requisite documentation. Only those costs, which are allowable under the terms of this Agreement shall be reimbursed. Valid invoices or other supporting documentation of financial liability in the Applicant’s files or other documentation acceptable to the CITY must support all requisitions for payment submitted.
- C. The CITY will process any eligible Grant payment **within 30 days** after receipt of the monthly report of activities conducted under this Grant Agreement.
- D. Under no circumstances shall the total aggregate of grant payments exceed **\$350,000** per year, or **\$1,750,000** over the life of the agreement. In no event shall compensation to the Applicant exceed the lesser of Applicant’s costs attributable to the work performed.

SECTION 7. EVENTS OF DEFAULT.

Each of the following Paragraphs **A through F** shall constitute an Event of Default:

- A. **Failure to Comply.** Applicant’s failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant’s failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after Applicant learns of its false or misleading nature.

- C. **Insolvency.** Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant.
- D. **Property Taxes.** If Applicant allows its personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity.

SECTION 8. RECAPTURE.

Should the Applicant default under **Section 7** of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant **within 60 days** from the date of such termination.

SECTION 9. SUSPENSION OR TERMINATION

In accordance with Title 24 CFR Section 85.43, the City may suspend or terminate this Agreement should APPLICANT materially fail to comply with the terms of this Agreement. The CITY shall give the APPLICANT **ten (10) days** written notice of the suspension or termination with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. APPLICANT shall invoice CITY for all services completed and shall be compensated in accordance with the terms of this Agreement for services performed prior to the date specified in such notice.

The CITY and APPLICANT may also, in accordance with Title 24 CFR Section 85.44, terminate this Agreement for convenience.

If APPLICANT breaches any term or condition of this Agreement, or if any change of circumstances renders it unlikely that the APPLICANT will perform the services required hereunder, the CITY may take one or more of the following actions:

- Withhold further cash payments, either pending corrective action by the APPLICANT, or permanently, if there is inadequate or no corrective action by the APPLICANT;
- Disallow costs for all or part of the activity or action not in compliance;
- Wholly or partly suspend or terminate this Agreement;
- Withhold further Agreements to the APPLICANT;
- Pursue any other remedies that are available at law or equity.

SECTION 10. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 11. GENERAL PROVISIONS

- A. **APPLICANT'S SALE OR TRANSFER OF THE DEVELOPMENT.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- B. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- C. **CAPTIONS.** The captions of various sections of the Agreement are for convenience of reference only, and shall not alter the terms and conditions of this Agreement.
- D. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.

- E. **NO JOINT VENTURE.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- F. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- G. **WAIVER.** Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.
- H. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- I. **TEXAS CORPORATION AND VENUE.** Applicant warrants that it is incorporated in and otherwise entitled to do business in the State of Texas as a non-profit corporation. If APPLICANT is doing business under an assumed name, a copy of the "Assumed Name Certificate" filed with the El Paso County Clerk must be provided to the CITY. This Agreement is entered into in the CITY and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.
- J. **NOTICES.** The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:

The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to:

The City of El Paso
Attn: Economic Development
P. O. Box 1890
El Paso, Texas 79950-1890

To the Applicant:

ROMAN ORTIZ, CHIEF EXECUTIVE OFFICER
Project ARRIBA Advanced Retraining and
Redevelopment Initiative in Border Areas Inc.
1155 Westmoreland, Suite 235
El Paso, Texas 79925

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

- K. **CONFIDENTIALITY.** The Applicant acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- L. **GOVERNING LAW.** This Agreement is governed by Texas law.
- M. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- N. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- O. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- P. **GOVERNMENTAL FUNCTIONS.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- Q. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- R. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Applicant will allow the City to inspect and copy all records pertaining to the Development of this Agreement.
- S. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- T. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Applicant, and the Applicant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- U. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- V. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- W. **REPRESENTATIONS AND WARRANTIES.** The Applicant warrants to the City that the Applicant has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- X. **ENTIRE AGREEMENT.** This Agreement reflects the final, complete and exclusive understandings of the parties hereto, and may not be waived, altered or modified except by written agreement of both parties.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

CITY OF EL PASO:

Cary Westin
Interim City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs, Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2023,
by Cary Westin as Interim City Manager of the City of El Paso, Texas, on behalf of the City of El
Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

[Signatures continue on the following page]

APPLICANT:
Project ARRIBA

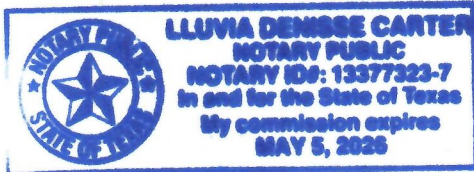


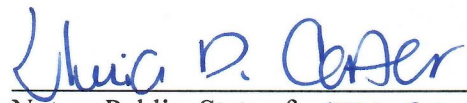
Roman Ortiz
Chief Executive Officer

ACKNOWLEDGMENT

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on the 14th day of August, 2023, by
Roman Ortiz As Chief Executive Officer For Project ARRIBA.





Notary Public, State of Texas

My Commission Expires:

May 5, 2026

EXHIBIT A [PROJECT]

Project ARRIBA. (Advanced Retraining & Redevelopment Initiative in Border Areas) is a community-based nonprofit that operates as a workforce and economic development initiative. Their mission is to assist economically disadvantaged individuals in gaining the education and job skills needed for demand occupations that pay a living wage in El Paso, Texas.

Currently, Project ARRIBA, is housed at 1155 Westmoreland, Suite 235, El Paso Texas 79925.

EXHIBIT B
[CERTIFICATION REGARDING LOBBYING]

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, the best of his or her knowledge and belief, that:

1. No Municipal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person of influencing or attempting to influence an officer or employee of any agency, Federal, State, or Municipal, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of a Federal loan, the entering into of any cooperative agreement and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT: PROJECT ARRIBA ADVANCED
RETRAINING AND REDEVELOPMENT
INITIATIVE IN BORDER AREAS, INC.

By: _____

Title: _____

EXHIBIT C
[GRANT SUBMITTAL PACKAGE
FORM]

Project ARRIBA. believes that it has substantially met its obligations under the Chapter 380 Agreement dated the day of , 20 . Pursuant to the Agreement, Applicant submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. This *completed* **“Exhibit C” Grant Submittal Package Form**, along with signature.
2. **Documentation evidencing programs costs:**
 - a. Participant training costs (tuition, books, child care, and other support services), client services’ salaries, enrollment costs (orientation, testing, intake, and individual service strategies), and expenses related to the delivery of case management program services.
3. **Documentation evidencing Administrative costs:**
 - a. Costs related to expenses including personnel, fringe benefits, occupancy, equipment lease and maintenance, communications, insurance, supplies and postage. Costs will be allocated to the grant based on the ratio of program participants to the total participants served by Project ARRIBA in any given month.

It is understood by **Applicant** that the City of El Paso has up to **thirty (30) days** to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

Project ARRIBA.

Name: _____

Title: _____



Legislation Text

File #: 23-1108, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

City Manager's Office, Robert Cortinas, (915) 212-1067

AGENDA LANGUAGE:

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

Discussion and action on the Resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2023 by Paseo Del Este Municipal Utility District No. 6 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

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

DEPARTMENT: City Manager's Office

AGENDA DATE: August 29, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Robert Cortinas, Chief Financial Officer (915) 212-1067

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 6.5

SUBJECT:

Discussion and action on the resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2023 by Paseo Del Este Municipal Utility District No. 6 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

BACKGROUND/ DISCUSSION:

On December 3, 2002 the City Council of the City of **El Paso** ('City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of **El Paso's** Extraterritorial Jurisdiction. The City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

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

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

WHEREAS, Paseo Del Este Municipal District No. Six ("M.U.D. No. 6") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2023 Bonds Utility by M.U.D. No. 6 (the "Series 2023 Bonds"); and

WHEREAS, the City reviewed the proposed issuance of Series 2023 Bonds by M.U.D. No. 6 and desires to approve the issuance of the bonds.

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

That the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2023 Bonds in the estimated amount of \$3,100,000, by Paseo Del Este Municipal Utility District No. 6, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

APPROVED THIS _____ DAY OF _____ 2023.

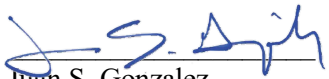
CITY OF EL PASO:

Oscar Lesser, Mayor

ATTEST:


Laura Prine City
Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Robert Cortinas,
Chief Financial Office

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER 5, 2023

THE DELIVERY OF THE BONDS IS SUBJECT TO THE OPINION OF BOND COUNSEL AS TO THE VALIDITY OF THE BONDS AND TO THE EFFECT THAT INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER STATUTES, REGULATIONS, COURT DECISIONS, AND PUBLISHED RULINGS EXISTING ON THE DATE THEREOF, SUBJECT TO THE MATTERS DESCRIBED UNDER "TAX EXEMPTION" HEREIN INCLUDING THE ALTERNATIVE MINIMUM TAX ON CERTAIN CORPORATIONS.

THE DISTRICT EXPECTS TO DESIGNATE THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS

NEW ISSUE - Book Entry Only

\$3,100,000
PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 6
(A political subdivision of the State of Texas located within El Paso County)
UNLIMITED TAX BONDS, SERIES 2023

Ratings: : ""
 " "

(See "RATING - Municipal Bond Rating" Herein)

Dated: October 1, 2023

Due: August 15, as shown below

Principal of the Bonds will be payable at stated maturity or redemption upon presentation of the Bonds at the principal payment office of the paying agent/registrar, initially BOKF, NA, (the "Paying Agent/Registrar") in Dallas, Texas. Interest on the Bonds will accrue from the date of delivery of the Bonds (expected to be October 17, 2023), and is payable on February 15, 2024 and on each August 15 and February 15 thereafter until the earlier of maturity or redemption. The Bonds will be issued only in fully registered form in denominations of \$5,000 each or integral multiples thereof. Interest will be calculated on the basis of a 360 day year of twelve 30 day months. The Bonds are subject to redemption prior to maturity as shown below.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. See "BOOK-ENTRY-ONLY SYSTEM."

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS

Due Aug. 15	Principal Amount ^(a)	Interest Rate	Initial Reoffering Yield ^(b)	CUSIP Number ^(d)	Due Aug. 15	Principal Amount ^(a)	Interest Rate	Initial Reoffering Yield ^(b)	CUSIP Number ^(d)
2025	\$ 60,000				2037	\$ 95,000 ^(c)			
2026	60,000				2038	100,000 ^(c)			
2027	65,000				2039	105,000 ^(c)			
2028	65,000				2040	105,000 ^(c)			
2029	70,000 ^(c)				2041	110,000 ^(c)			
2030	70,000 ^(c)				2042	120,000 ^(c)			
2031	75,000 ^(c)				2043	125,000 ^(c)			
2032	80,000 ^(c)				2044	130,000 ^(c)			
2033	85,000 ^(c)				2045	135,000 ^(c)			
2034	85,000 ^(c)				2046	140,000 ^(c)			
2035	90,000 ^(c)				2047	145,000 ^(c)			
2036	95,000 ^(c)				2048	890,000 ^(c)			

- (a) The Initial Purchasers may designate one or more maturities as term bonds. See accompanying "OFFICIAL NOTICE OF SALE" and "OFFICIAL BID FORM."
- (b) Initial reoffering yield represents the initial offering yield to the public which has been established by the Initial Purchaser (as herein defined) for offers to the public and which may be subsequently changed by the Initial Purchaser and is the sole responsibility of the Initial Purchaser.
- (c) Bonds maturing on or after August 15, 2029 are subject to redemption prior to maturity at the option of the District, in whole or, from time to time in part, on August 15, 2028, or on any date thereafter, at a price equal to the par value thereof plus accrued interest from the most recent interest payment date to the date fixed for redemption. See "THE BONDS – Redemption Provisions."
- (d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Initial Purchaser shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

INSURANCE.... Application has been made to municipal bond insurance companies for the qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option and expense of the Initial Purchaser. The rating fees associated with the insurance will be the responsibility of the Initial Purchaser. See "BOND INSURANCE."

The Bonds, when issued, will constitute valid and legally binding obligations of Paseo del Este Municipal Utility District No. 6 (the "District") and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. The Bonds are obligations solely of the District and are not obligations of the State of Texas, El Paso County, the City of El Paso or any entity other than the District. Investment in the Bonds is subject to special considerations described herein. See "RISK FACTORS."

The Bonds are offered by the Initial Purchaser subject to prior sale, when, as and if issued by the District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel. Certain legal matters will be passed upon for the District by Locke Lord LLP, Dallas, Texas as Disclosure Counsel. Delivery of the Bonds through the facilities of DTC is expected on or about October 17, 2023.

BIDS DUE: September 14, 2023 at 8:00 A.M., Mountain Time in El Paso, Texas

BID AWARD: September 14, 2023 at 2:00 P.M., Mountain Time in El Paso, Texas

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The cover page hereof, this page, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

USE OF INFORMATION IN OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Gordon Davis Johnson & Shane P.C., the District's General Counsel, 4695 North Mesa Street, El Paso, Texas 79912 upon payment of duplication costs.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. However, the District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and, to the extent that information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Initial Purchaser and thereafter only as specified in "PREPARATION OF OFFICIAL STATEMENT-Updating the Official Statement."

OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information appearing elsewhere in this Official Statement.

THE FINANCING

<i>The Issuer</i>	Paseo del Este Municipal Utility District No. 6 (the “District”), a political subdivision of the State of Texas, is located in El Paso County, Texas. See “THE DISTRICT.”
<i>The Issue</i>	The District’s \$3,100,000 Unlimited Tax Bonds, Series 2023 (the “Bonds”) are issued pursuant to a resolution (the “Bond Resolution”) of the District’s Board of Directors. The Bonds will be issued as fully registered bonds in denominations of \$5,000 each or integral multiples thereof, maturing on August 15 in each of the years and in the amounts set forth on the cover hereof. Interest on the Bonds accrues from the date of initial delivery of the Bonds (expected to be October 17, 2023), and is payable on February 15, 2024 and on each August 15 and February 15 thereafter until the earlier of maturity or prior redemption.
<i>Redemption</i>	The Bonds maturing on and after August 15, 2029, are subject to redemption, in whole or in part, at the option of the District, prior to their maturity dates, on August 15, 2028, or on any date thereafter. Upon redemption, the Bonds will be payable at a price of par plus accrued interest to the date of redemption. See “THE BONDS - Redemption Provisions.”
<i>Source of Payment</i>	The Bonds are payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District (see “TAX PROCEDURES”). The Bonds are obligations of the District and are not obligations of the State of Texas, El Paso County, the City of El Paso or any other political subdivision or agency other than the District. See “THE BONDS - Source of and Security for Payment.”
<i>Use of Proceeds</i>	Proceeds from sale of the Bonds will be used to reimburse the Developer (as hereinafter defined) for funds advanced on behalf of the District for the District’s pro rata share of costs relating to facilities constructed by or on behalf of Paseo del Este Municipal Utility District No. 1 (the “Master District”) being a portion of costs of certain regional water and sanitary sewer facilities serving the District and the other “Participant Districts” as hereafter defined, including engineering costs (the “Regional Facilities”), and the cost of certain internal water, wastewater and drainage facilities serving the District (the “Internal Facilities”). Bond proceeds will also be used to pay interest to the Developer (hereinafter defined) on funds expended for the foregoing, including engineering costs, to pay 12 months of capitalized interest on the Bonds, and to pay certain costs associated with the issuance of the Bonds. See “THE SYSTEM - Use and Distribution of Bond Proceeds.”
<i>Payment Record</i>	The District has previously issued a series of unlimited tax bonds in October 2021 and in August 2022, of which \$12,330,000 remains outstanding (the “Outstanding Bonds”). The District has not defaulted in payments of principal of or interest on the Outstanding Bonds, which each included approximately 24 months of capitalized interest.
<i>Qualified Tax-Exempt Obligations</i>	The District expects to designate the Bonds as “qualified tax-exempt obligations for financial institutions.” See “TAX EXEMPTION - Qualified Tax Exempt Obligations for Financial Institutions.”
<i>Ratings</i>	An application for a rating on the Bonds has been made.
<i>Bond Insurance</i>	Application has been made to municipal bond insurance companies for the qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option and expense of the Initial Purchaser (as defined herein). The rating fees associated with the insurance will be the responsibility of the Initial Purchaser. (see “BOND INSURANCE – Bond Insurance”).
<i>General Counsel</i>	Gordon Davis Johnson & Shane P.C., El Paso, Texas.
<i>Bond Counsel</i>	McCall, Parkhurst & Horton L.L.P., Austin, Texas.
<i>Disclosure Counsel</i>	Locke Lord LLP, Dallas, Texas.
<i>Financial Advisor</i>	Hilltop Securities, Inc., El Paso, Texas and Dallas, Texas.
<i>Engineer</i>	TRE & Associates, LLC, Austin, Texas and El Paso, Texas.

Risk FactorsThe purchase and ownership of the Bonds are subject to special risk factors, and all prospective purchasers are urged to examine carefully the entire Official Statement for a discussion of investment risks, including particularly the section captioned “RISK FACTORS.”

THE DISTRICT

DescriptionThe District was created by division of Paseo del Este Municipal Utility District (the “Original District”) pursuant to a division order adopted by the Original District on July 8, 2003, and operates pursuant to Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the “Act”) and Chapters 49 and 54, Texas Water Code. Prior to division, Paseo del Este Municipal Utility District was created as a Conservation and Reclamation District on May 29, 1997 by the Act. The District presently contains approximately 383.317 acres of land located in the Southeast portion of El Paso County approximately 15 miles east of the central area of the City of El Paso, Texas (the “City”), including approximately 17.66 acres that were annexed by the District in March of 2022. The District is located north of Interstate Highway 10 and east of Loop 375. Eastlake Boulevard provides access to the District. From Interstate Highway 10, exit Eastlake Boulevard and proceed north approximately 1.8 miles to the intersection of Peyton Drive and Eastlake Boulevard, then south along Peyton Drive. The District lies within the exclusive extraterritorial jurisdiction of the City. See “AERIAL PHOTOGRAPH” herein.

Master District ContractThe District and nine other districts in the Paseo del Este development in eastern El Paso County known as Paseo del Este Municipal Utility District Nos. 2, 3, 4, 5, 7, 8, 9, 10 and 11 (those ten districts and the Master District being collectively referred to as the “Participant Districts” and individually as “Participant District No. –”) have each entered into a “Master District Contract” with the Master District to coordinate the development of the water, sanitary sewer and drainage facilities to serve the area within all eleven Participant Districts. Under the Master District Contract, the Master District will acquire, construct, own and operate the Regional Facilities to serve the area within all eleven Participant Districts; each Participant District will acquire, construct and own its Internal Facilities serving only area within it and lease the Internal Facilities to the Master District for operation; and the Master District will provide retail water and wastewater service to all retail customers in all of the Participant Districts.

Status of DevelopmentThe Participant Districts are being developed primarily for single family residential, commercial and industrial purposes, and are within the Paseo del Este development (“Paseo del Este”). Paseo del Este is being developed primarily by Hunt Communities Group, Inc. (“Hunt”) and certain affiliates thereof, and B&G/Sunrise Joint Venture (“B&G”) and is planned to include approximately 4,300 acres of land. The land in Paseo del Este was purchased from the Texas General Land Office by Hunt and affiliates thereof and B&G in varying positions in a series of transactions between 1998 and 2020. As of May 31, 2023, approximately 9,276 single family residential lots have been developed within Paseo del Este, and approximately 8,599 homes are completed or are in various stages of construction in Paseo del Este, including approximately 774 lots and 710 homes which are completed or are in various stages of construction within the District.

The development within the District includes Socorro Independent School District Peyton Estates Elementary, Emerald Heights Unit 5, Peyton Estates Unit 4, Emerald Heights Unit 2, Peyton Estates Unit 6 and Emerald Heights Unit 1. Peyton Estates Unit 4 has 2.24 acres of commercial development and Peyton Estates Unit 6 has 2.3 acres of commercial development. Emerald Heights Unit 1 has 16.19 acres of commercial property, which includes a shopping center currently being constructed.

There are 90.931 acres of developable land within the District that have not yet been furnished with water, sanitary sewer and storm drainage facilities. See “RISK FACTORS – Undeveloped Acreage” and “THE DISTRICT – Status of Development.”

The DeveloperMajor water, sewer and drainage facilities and streets to serve land within the District have been developed by Hunt Peyton Estates, LLC, an affiliate of Hunt. The activities of Hunt and its affiliates include development, construction, consulting and advisory. Water, sewer and drainage facilities to serve specific sections within the District have been acquired or constructed by Hunt Peyton Estates, LLC, referred to herein as the “Developer.” See “THE DEVELOPER.”

SELECTED FINANCIAL INFORMATION

Tax Year 2023 Certified Assessed Valuation	\$ 187,878,870 ^(a)
District Debt:	
Gross Debt Outstanding (after the issuance of the Bonds) ("Gross Debt Outstanding")	\$ 15,430,000
Estimated Overlapping Debt	<u>6,463,510 ^(b)</u>
Gross Debt Outstanding and Estimated Overlapping Debt	\$ 21,893,510
Ratio of Gross Debt Outstanding to Tax Year 2023 Certified Assessed Valuation	8.21%
Ratio of Gross Debt Outstanding and Estimated Overlapping Debt to Tax Year 2023 Certified Assessed Valuation	11.65% ^(a)
Debt Service Funds Available, as of July 13, 2023 ^(c)	\$ 1,133,210.87
Capital Projects Funds Available, as of July 13, 2023	\$ 463,922.00
Operating Funds Available, as of July 13, 2023	\$ 455,320.91
Tax Year 2022 Tax Rates:	
Debt Service	\$ 0.3889 ^(d)
Contract	0.2900
Maintenance and Operations	<u>0.0547</u>
Total	\$ 0.7336 /\$100 A.V.
Average Annual Debt Service Requirements (2023 - 2048) of the Outstanding Bonds and the Bonds ("Average Requirement")	\$ 923,164
Tax rate required to pay Average Requirement based upon Tax Year 2023 Certified Assessed Valuation at a 98% collection rate	0.5014 /\$100 A.V. ^(a)
Status of Water Connections as of May 31, 2023:	
Single-family residential - completed and occupied	710
Single-family residential - completed and vacant	3
Single-family residential - under construction - builder	61
Other (Irrigation and commercial connections)	<u>11</u>
Total Connections	785

- (a) As certified by the El Paso Central Appraisal District (the "Appraisal District"). Represents the taxable assessed valuation within the District as of January 1, 2023. See "TAX PROCEDURES."
- (b) See "ESTIMATED OVERLAPPING DEBT STATEMENT" herein.
- (c) See "PRO-FORMA DEBT SERVICE REQUIREMENTS."
- (d) In connection with its approval of the Bonds, the Texas Commission on Environmental Quality has approved an initial debt service tax rate after issuance of the Bonds of at most \$0.____ per \$100 assessed valuation. The District anticipates (subject to change) adopting a tax rate of \$0.7500 per \$100 of Assessed Valuation for Tax Year 2023 at the September 14, 2023, Board meeting, broken out as follows: \$0.4071 for debt service tax, \$0.2900 for contract tax and \$0.0529 for maintenance tax.

PRELIMINARY OFFICIAL STATEMENT

\$3,100,000

PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 6

(A political subdivision of the State of Texas located within El Paso County)

UNLIMITED TAX BONDS, SERIES 2023

This Official Statement provides certain information in connection with the issuance by Paseo del Este Municipal Utility District No. 6 (the “District”) of its \$3,100,000 Unlimited Tax Bonds, Series 2023 (the “Bonds”).

The Bonds are issued pursuant to the Texas Constitution, Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the “Act”) and Chapters 49 and 54 of the Texas Water Code, as amended, a resolution authorizing the issuance of the Bonds (the “Bond Resolution”) adopted by the Board of Directors of the District (the “Board”), and an order of the Texas Commission on Environmental Quality (the “TCEQ”).

This Official Statement includes descriptions, among others, of the Bonds and the Bond Resolution, and certain other information about the District and the Developer of land within the District. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from Gordon Davis Johnson & Shane P.C., the District’s General Counsel, 4695 North Mesa Street, El Paso, Texas 79912 upon payment of the costs of duplication therefor.

RISK FACTORS

General

The Bonds, which are obligations of the District and not obligations of the State of Texas (the “State”), El Paso County, the City of El Paso, or any other political entity other than the District, will be secured by a continuing, direct, annual ad valorem tax levied, without legal limitation as to rate or amount, on all taxable property within the District. The ultimate security for payment of the principal of and interest on the Bonds depends on the ability of the District to collect from the property owners within the District all taxes levied against the property or, in the event of foreclosure, on the value of the taxable property with respect to taxes levied by the District and by other taxing authorities. See “THE BONDS - Source of and Security for Payment.” The collection by the District of delinquent taxes owed to it and the enforcement by the Registered Owners of the District’s obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of taxable property within the District will accumulate or maintain taxable values sufficient to justify continued payment of taxes by property owners or that there will be a market for the property in the District or that owners of the property in the District will have the ability to pay taxes. See “Registered Owners’ Remedies and Bankruptcy Limitations” below.

Factors Affecting Taxable Values and Tax Payments

Economic Factors and Interest Rates: A substantial percentage of the taxable value of the District results from the current market value of single-family residences, undeveloped land and developed lots which are currently being marketed by the Developer (as defined herein) to builders for the construction of primary residences. The market value of such homes and lots is related to general economic conditions affecting the demand for residences. Demand for lots of this type and the construction of residential dwellings thereon can be significantly affected by factors such as interest rates, credit availability (see “Credit Markets and Liquidity in the Financial Markets” below), construction costs, energy availability and the prosperity and demographic characteristics of the urban center toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact such values. See “THE DISTRICT - Status of Development.”

Future development and construction in the District are highly dependent on the availability of financing. Lenders generally have become more selective in making real estate loans throughout the nation, including in Texas. Because of the numerous and changing factors affecting the availability of funds, the District is unable to assess the future availability of such funds to potential home builders and home purchasers.

Credit Markets and Liquidity in the Financial Markets: Interest rates and the availability of mortgage and development funding have a direct impact on the construction activity, particularly short-term interest rates at which Developer are able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the District. Because of the numerous and changing factors affecting the availability of funds, the District is unable to assess the future availability of such funds for continued construction within the District. In addition, since the

District is located approximately 15 miles east of the central downtown business district of the City of El Paso, the success of development within the District and growth of District taxable property values are, to a great extent, a function of the El Paso metropolitan and regional economies and national credit and financial markets. A downturn in the economic conditions in the El Paso area and/or decline in the nation's real estate and financial markets could continue to adversely affect development and home-building plans in the District and restrain the growth of the District's property tax base.

Competition: The demand for and construction of single-family homes in the District, which is 15 miles east from downtown El Paso, could be affected by competition from other residential developments, including other residential developments located in the northwestern, northeastern and far eastern portion of the El Paso area market. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the District. Such homes could represent additional competition for new homes proposed to be sold within the District.

The competitive position of the builders in the sale of single-family residential homes within the District is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the District and tax revenues to be received by the District. The District can give no assurance that building and marketing programs in the District by the Developer will be implemented or, if implemented, will be successful.

Landowner Obligation to the District: There are no commitments from or obligations of any developer or any landowner to the District to proceed at any particular rate or according to any specified plan with the construction of improvements in the District, and there is no restriction on any landowner's right to sell its land. Failure to develop undeveloped land or construct taxable improvements on developed lots or developed tracts of land would restrict the rate of growth of taxable values in the District. The District cannot and does not make any representations that over the life of the Bonds, taxable property within the District will increase or maintain its taxable value. See "Undeveloped Acreage" below.

Dependence on Principal Taxpayers: The ability of any principal taxpayer to make full and timely payments of taxes levied against its property by the District and similar taxing authorities will directly affect the District's ability to meet its debt service obligations. If, for any reason, any one or more principal taxpayers do not pay taxes due or do not pay in a timely manner, the District may need to levy additional taxes or use other funds available for debt service purposes. However, the District has not covenanted in the Bond Resolution, nor is it required by Texas law, to maintain any particular balance in its Debt Service Fund or any other funds to allow for any such delinquencies. Therefore, failure by one or more principal taxpayers to pay their taxes on a timely basis in amounts in excess of the District's available funds could have a material adverse effect upon the District's ability to pay debt service on the Bonds on a current basis. See "TAX DATA – Principal Taxpayers."

Impact on District Tax Rates: Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of District property owners to pay their taxes. The 2023 certified assessed valuation (the "2023 Certified Assessed Valuation") of the District (see "SELECTED FINANCIAL INFORMATION") is \$187,878,870. After issuance of the Bonds, the projected maximum annual debt service requirement will be \$936,964 (2033) and the projected average annual debt service requirement will be \$923,164 (2023-2048). Assuming no increase or decrease from the 2023 Certified Assessed Valuation and no use of funds other than tax collections, a tax rate of \$0.0589 per \$100 assessed valuation at a 98% collection rate would be necessary to pay the projected maximum annual debt service requirement of \$936,964 and a tax rate of \$0.5014 per \$100 assessed valuation at a 98% collection rate would be necessary to pay the projected average annual debt service requirement of \$923,164 (see "SELECTED FINANCIAL INFORMATION"). The preceding information relating to tax rates and collections is calculated based on the certified assessed valuation for the District. Such calculated rates may be higher than tax rates presently being levied in utility districts in the general vicinity of the District. Although calculations have been made regarding average and maximum tax rates necessary to pay the debt service on the Bonds based upon the 2023 Certified Assessed Valuation, the District can make no representations regarding the future level of assessed valuation within the District. Increases in the tax rate may be required in the event the District's assessed valuation does not continue to increase or in the event major taxpayers do not pay their District taxes timely. Increases in taxable values depend primarily on the continuing construction and sale of homes and other taxable improvements within the District. See "TAX PROCEDURES," "FINANCIAL STATEMENT," and "TAX DATA – Projected Tax Adequacy for Debt Service."

Undeveloped Acreage

There are 90.931 acres of developable land within the District that have not yet been furnished with water, sanitary sewer and storm drainage facilities. The District can make no assurances as to whether or when such remaining acreage will be developed. See "THE DISTRICT – Status of Development."

District Operations and Contract Tax

The Master District Contract between the District and the Master District provides that, as partial consideration for the District allowing the Master District to provide retail water and wastewater service to retail customers inside the District's boundaries, the Master District will pay the District's administrative expenses to manage the District pursuant to a budget process outlined below. The Master District Contracts between the other Participant Districts and the Master Districts have similar provisions regarding those other Participant Districts. The Master District Contract provides that the District will submit annually a budget for its administrative expenses to the Master District for review and approval by the Master District. Once approved, all such expenses will be paid by the Master District. The District's budget must be approved by the Master District if it is no more than 10% higher than the average of the annual budgets of the Participant Districts Nos. 2-11. To date, the District's annual budgets have all been approved by the Master District.

The Master District Contract also provides that the Master District will pay its own operation and administrative expenses and the approved administrative expenses of the Participant Districts from the revenues from the Master District's water and wastewater system. If the Master District's water and wastewater system revenues are insufficient to pay all of those costs, the resulting deficit will be paid by all Participant Districts (including the Master District) from the proceeds of an annual ad valorem contract tax levied by each Participant District on all taxable property within its boundaries in an amount sufficient to pay each Participant District's pro rata share of the deficit. A Participant District's pro rata share of the deficit each year is determined by multiplying the deficit by a fraction, the numerator of which is the Participant District's taxable assessed valuation for the year and the denominator of which is the total of the taxable assessed valuations in all the Participant Districts (including the Master District). See "THE SYSTEM - The Master District Contract."

For the 2022 fiscal year, the District has paid its pro rata share of the Master District's budgeted operating deficit from the \$0.29/\$100 assessed value contract tax levied by the District on September 8, 2022. The District expects to levy a contract tax in September 2023 to pay its pro rata share of the Master District's budgeted operating deficit, if any.

Future Debt

At an election held May 8, 2010, the District authorized the issuance of up to \$28,250,000 of unlimited tax debt. The District reserves in the Bond Resolution the right to issue the remaining \$12,820,000 principal amount of unlimited tax debt authorized but unissued after the issuance of the Bonds for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities and the District may issue additional bonds which may be voted hereafter. The District may also issue revenue bonds and refunding bonds. See "THE BONDS - Issuance of Additional Debt" and "THE SYSTEM – Future Debt." The issuance of such future obligations may dilute and adversely affect the investment security of the Bonds. The District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the District, however, must be approved by the Board of the District, the Attorney General of Texas and, with respect to bonds for water, sewer and drainage improvements, the TCEQ. After sale of the Bonds and reimbursement to the Developers of a portion of the proceeds therefrom, the District will still owe not less than approximately \$2,300,000 to the Developers for the costs of facilities for which the Developers have not yet been reimbursed. The District expects to sell additional bonds to reimburse the Developer for such costs. See "THE SYSTEM," "THE BONDS – Issuance of Additional Debt," and "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED."

Environmental Regulation

Wastewater treatment and water supply facilities are subject to stringent and complex environmental laws and regulations. The Master District currently receives wholesale water and wastewater services from the El Paso Water Utilities Public Service Board ("EPWU") for the areas within the Participant Districts. Facilities must comply with environmental laws at the federal, state, and local levels. These laws and regulations can restrict or prohibit certain activities that affect the environment in many ways such as:

- Requiring permits for construction and operation of water supply wells and wastewater treatment facilities;
- Restricting the manner in which wastes are released into the air, water, or soils;
- Restricting or regulating the use of wetlands or other property;
- Requiring action to prevent or mitigate pollution;
- Imposing substantial liabilities for pollution resulting from facility operations.

Compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Sanctions against a municipal utility district or other type of district ("Utility Districts") for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements, and injunctive relief as to future compliance of and the ability to operate the Utility District's water supply, wastewater treatment, and drainage facilities. Environmental laws and regulations can also impact an area's ability to grow and develop. It should be noted that changes in environmental laws and regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Tax Collection Limitations

The District's ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by (i) cumbersome, time-consuming and expensive collection procedures, (ii) a bankruptcy court's stay of tax collection procedures against a taxpayer, or (iii) market conditions affecting the marketability of taxable property within the District and limiting the proceeds from a foreclosure sale of such property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. The costs of collecting any such taxpayer's delinquencies could substantially reduce the net proceeds to the District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See "TAX PROCEDURES - District's Rights in the Event of Tax Delinquencies."

Registered Owners' Remedies and Bankruptcy Limitations

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Resolution, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Resolution, the Registered Owners have the statutory right of a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Resolution. Except for mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages, so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Resolution may not be reduced to a judgment for money damages. If such a judgment against the District were obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may further be limited by a State statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District.

The enforceability of the rights and remedies of Registered Owners may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. Texas law requires municipal utility districts such as the District to obtain the approval of the TCEQ as a condition to seeking relief under Chapter 9 of the Federal Bankruptcy Code.

If a petitioning district were allowed to proceed voluntarily under Chapter 9 of the Federal Bankruptcy Code, it could file a plan for an adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect Registered Owners by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating the collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of the Registered Owners' claims against a district.

A district such as the District may not be forced into bankruptcy involuntarily.

Continuing Compliance with Certain Covenants

The Bond Resolution contains covenants by the District intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Resolution on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "TAX EXEMPTION—Opinion."

Marketability

The District has no agreement with the Initial Purchaser (as defined herein) regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market. Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that any such secondary market would not be disrupted by other economic events.

The failure by the District to comply with its agreement to provide the information and notices required by Rule 15c(2)-12 of the Securities and Exchange Commission (“Rule 15c2-12”) could possibly inhibit the sale of the Bonds in the secondary market. See “CONTINUING DISCLOSURE OF INFORMATION.”

The Effect of FIRREA on Tax Collections of the District

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 (“FIRREA”) contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation (“FDIC”) when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states that (i) no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties, interest, or fines, including those arising from the failure to pay any real or personal property tax when due, and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

To the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the District and may prevent the collection of penalties and interest on such taxes or may affect the valuation of such property.

Changes in Tax Legislation

Certain tax legislation, whether currently proposed or proposed in the future, may directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, may also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed, pending or future legislation.

THE BONDS

General

Following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Resolution of the Board authorizing the issuance and sale of the Bonds. The Bond Resolution authorizes the issuance and sale of the Bonds and prescribes the terms, conditions, and provisions for the payment of the principal of and interest on the Bonds by the District.

The Bonds will be dated October 1, 2023, and will accrue interest from the date of initial delivery of the Bonds (expected to be October 17, 2023). Interest is payable on each February 15 and August 15 commencing February 15, 2024, until the earlier of maturity or prior redemption. The Bonds mature on August 15 in the amounts and years shown on the cover page of this Official Statement. Interest calculations are based on a 360-day year comprised of twelve 30-day months. The Bonds will be issued only in fully registered form in denominations of \$5,000 each or integral multiples thereof.

Authority for Issuance

At a bond election held within the District on May 8, 2010, the voters of the District authorized the issuance of a total of \$28,250,000 principal amount of unlimited tax bonds for water, wastewater and drainage facilities. See “Issuance of Additional Debt” and “UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED” below. The Bonds are the third issuance of debt by the District. The TCEQ has authorized the District to sell the Bonds for the purposes described in “THE SYSTEM - Use and Distribution of Bond Proceeds.”

The Bonds are issued by the District pursuant to the terms and provisions of the Bond Resolution, an Order of the TCEQ, Article XVI, Section 59 of the Texas Constitution, the Act and Chapters 49 and 54 of the Texas Water Code, as amended.

Source of and Security for Payment

While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the District covenants in the Bond Resolution to levy an annual ad valorem tax, without legal limitation as to rate or amount, upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds, with full allowance being made for delinquencies and costs of collection.

The Bonds are obligations of the District and are not the obligations of the State, El Paso County, the City of El Paso or any entity other than the District.

Record Date

The record date for the interest payable on the Bonds on any interest payment date means the close of business on the last day of the preceding month whether or not a business day

Funds

In the Bond Resolution, the Debt Service Fund is created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by the Bond Resolution shall be deposited, as collected, in such fund.

Proceeds from sale of the Bonds, including interest earnings thereon, shall be deposited into the Capital Projects Fund, to pay the costs of acquiring or constructing Internal Facilities (as defined herein) or the District's pro rata share of capacity in Regional Facilities (as defined herein), for paying the District's pro rata share of creation and administrative costs of all Participant Districts and for paying the costs of issuing the Bonds. See "THE SYSTEM - Use and Distribution of Bond Proceeds" for a more complete description of the use of Bond proceeds.

No Arbitrage

The District will certify as of the date the Bonds are delivered and paid for that, based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. Furthermore, all officers, employees, and agents of the District have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the District as of the date the Bonds are delivered and paid for. In particular, all or any officers of the District are authorized to certify to the facts and circumstances and reasonable expectations of the District on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the District covenants in the Bond Resolution that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds of the Bonds, and take such other and further actions and follow such procedures, including, without limitation, calculating the yield on the Bonds, as may be required so that the Bonds shall not become "arbitrage bonds" under the Code and the regulations prescribed from time to time thereunder.

Redemption Provisions

Optional Redemption: The District reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 2029, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2028, or any date thereafter, at the par value thereof plus accrued thereon to the date fixed for redemption.

If fewer than all of the Bonds are redeemed at any time, the particular maturities of Bonds to be redeemed shall be selected by the District. If less than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary method of selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Mandatory Sinking Fund Redemption: In the event the Bonds are structured as "term" bonds, such term bonds will be subject to mandatory sinking fund redemption in accordance with the applicable provisions of the Bond Resolution and will be described in the final Official Statement.

Notice of Redemption: Notice of any optional redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for optional redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the register. Such notices shall state the redemption date, the redemption price, and the place at which the Bonds are to be surrendered for payment and, if fewer than all the Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or the portions thereof to be redeemed. Any notice given shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest that would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Paying Agent/Registrar

The Board has appointed BOKF, NA, Dallas, Texas, as the initial Paying Agent/Registrar (the "Paying Agent/Registrar") for the Bonds. The principal of and interest on the Bonds shall be paid to DTC, which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "BOOK-ENTRY-ONLY SYSTEM."

Registration and Transfer

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of the Bond Resolution. While the Bonds are in the Book-Entry-Only System, the Bonds will be registered in the name of Cede & Co. and will not be transferred. See "BOOK-ENTRY-ONLY SYSTEM."

Replacement of Paying Agent/Registrar

Provision is made in the Bond Resolution for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a national or state banking institution, a corporation organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and subject to supervision or examination by federal or state authority, to act as Paying Agent/Registrar for the Bonds.

Issuance of Additional Debt

The District may issue additional bonds, with the approval of the TCEQ in the case of bonds issued for water, sewer and drainage purposes, necessary to provide and maintain improvements and facilities consistent with the purposes for which the District was created. After issuance of the Bonds, the District will have \$12,820,000 of unlimited tax bonds authorized but unissued for water, sanitary sewer and drainage purposes. The Bond Resolution imposes no limitation on the amount of additional parity bonds which may be authorized for issuance by the District's voters or the amount of bonds ultimately issued by the District. See "THE SYSTEM - Future Debt" and "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED."

The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District may issue bonds and other forms of indebtedness to purchase or construct such facilities or acquire contract rights therefor. The District is also empowered to establish, operate, and maintain fire-fighting facilities, independently or with one or more conservation and reclamation districts after approval by the City of El Paso, the TCEQ and the voters of the District.

Annexation by the City of El Paso

The District lies wholly within the extraterritorial jurisdiction of the City of El Paso (the "City"), and may be annexed by the City in accordance with existing Texas law. Under prior Texas law, a municipality could annex and dissolve a municipal utility district located within its extraterritorial jurisdiction without consent of the district or its residents. Under House Bill 347 approved during the 86th Regular Legislative Session ("HB 347"), (a) a municipality may annex a district with a population of less than 200 residents only if: (i) the municipality obtains consent to annex the area through a petition signed by more than 50% of the registered voters of the district, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation; and (b) a municipality may annex a district with a

population of 200 residents or more only if: (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation. Notwithstanding the foregoing, a municipality may annex an area if each owner of land in the area requests the annexation. As of April 5, 2023, the District had an estimated population of 1,786, thus triggering the voter approval and/or landowner consent requirements discussed in clause (b) above. The described election and petition process does not apply, however, during the term of a strategic partnership agreement between a municipality and a district specifying the procedures for annexation of all or a portion of the District. At present, the District and the City have not entered into (and do not currently have plans to enter into) any such strategic partnership agreement.

If the District is annexed, the City must assume the District's assets and obligations (including the Bonds) and dissolve the District within ninety (90) days. Annexation of territory by the City and dissolution of the District is a policy-making matter within the discretion of the Mayor and City Council of the City, subject to HB 347, and therefore, the District makes no representation that the City will ever annex the District and assume its debt, nor does the District make any representation concerning the ability of the City to pay debt service on the District's bonds if annexation were to occur.

Remedies in Event of Default

Other than a writ of mandamus, the Bond Resolution does not provide a specific remedy for a default. If the District defaults, a Registered Owner could petition for a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the District's officials to observe and perform the covenants, obligations or conditions prescribed in the Bond Resolution. Such remedy might need to be enforced on a periodic basis. Based on recent Texas court decisions, it is unclear whether §49.066, Texas Water Code, effectively waives governmental immunity of a municipal utility district for suits for money damages. Even if a judgment against the District for money damages could be obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforcement of a claim for payment on the Bonds would be subject to the applicable provisions of the federal bankruptcy laws, any other similar laws affecting the rights of creditors of political subdivisions, and general principles of equity which permit the exercise of judicial discretion. Certain traditional legal remedies also may not be available. See "RISK FACTORS - Registered Owners' Remedies and Bankruptcy Limitations."

Legal Investment and Eligibility to Secure Public Funds in Texas

Pursuant to Section 49.186, Texas Water Code, the Bonds, whether rated or unrated, are (a) legal investments for banks, savings banks, trust companies, building and loan associations, savings and loan associations, insurance companies, fiduciaries, and trustees and (b) legal investments for the public funds of cities, towns, villages, school districts, and other political subdivisions or public agencies of the State. The Bonds are also eligible under the Public Funds Collateral Act, Chapter 2257, Texas Government Code, to secure deposits of public funds of the State or any political subdivision or public agency of the State and are lawful and sufficient security for those deposits to the extent of their market value. Most political subdivisions in the State are required to adopt investment guidelines under the Public Funds Investment Act, Chapter 2256, Texas Government Code, and such political subdivisions may impose other, more stringent requirements in order for the Bonds to be legal investments for such entity's funds or to be eligible to serve as collateral for their funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment purposes. No representation is made concerning other laws, rules, regulations, or investment criteria which might apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

Defeasance

The Bond Resolution provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) of the Bonds or other obligations of the District payable from revenues or from ad valorem taxes or both, or with a commercial bank or trust company designated in the proceedings authorizing such discharge, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct obligations of the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by

a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and which mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds.

Upon such deposit as described above, such bonds shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in the future in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds.

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BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, ("DTC") while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District and the Financial Advisor believe the source of such information to be reliable, but neither of the District nor the Financial Advisor takes any responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent/Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, printed certificates for the Bonds are required to be printed and delivered

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Bond Resolution will be given only to DTC.

Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the District or the Financial Advisor.

BOND INSURANCE

Bond Insurance

Application for municipal bond insurance has been made by the District. Upon the determination of which entity, if any, will provide such insurance, information relating to the issuer of the municipal bond insurance policy applicable to the Bonds will be set forth in the final Official Statement. The purchase of such insurance, if available and the payment of all associated costs will be at the option and expense of the Initial Purchaser. If bond insurance is purchased, purchasers of the Bonds should be aware of the risks described below.

Bond Insurance Risks

The District has applied for a bond insurance policy to guarantee the scheduled payment of principal and interest on the Bonds. The District has yet to determine whether an insurance policy will be purchased with respect to the Bonds. If an insurance policy is purchased, the following are risk factors relating to bond insurance.

In the event of default of the payment of principal or interest with respect to the Bonds when all or some becomes due, any owner of the Bond shall have a claim under the applicable Bond Insurance Policy (the "Policy") for such payments. The payment of principal and interest in connection with mandatory or optional prepayment of the Bonds by the District which is recovered by the District from the Bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy, however, such payments will be made by the insurer at such time and in such amounts as would have been due absent such prepayment by the District unless the bond insurer chooses to pay such amounts at an earlier date.

Under no circumstances does default of payment of principal and interest obligate acceleration of the obligations of the bond insurer without their consent, so long as the bond insurer performs its obligations under the applicable Policy. In the event the bond insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely

from the revenues pledged in the Bond Resolution. In the event the bond insurer becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

In the event bond insurance is purchased, the long-term rating on the Bonds, if any, will be dependent in part on the financial strength of the bond insurer and its claims paying ability. The bond insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the bond insurer or of the Bonds, if any, insured by the bond insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The obligations of the bond insurer are general obligations of the bond insurer and in an event of default by the bond insurer the remedies may be limited by applicable bankruptcy law. Neither the District nor the Financial Advisor have made an independent investigation into the claims paying ability of any potential bond insurer and no assurance or representation regarding the financial strength or projected financial strength of any potential bond insurer is given.

THE DISTRICT

General

The District is a conservation and reclamation district created by division of Paseo del Este Municipal Utility District pursuant to a division order adopted by the Original District on July 8, 2003 and operates pursuant to the Act and Chapters 49 and 54, Texas Water Code. Prior to division, Paseo del Este Municipal Utility District was created as a Conservation and Reclamation District by the Act. The District is located wholly within the extraterritorial jurisdiction of the City.

The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants, and contract rights therefore, necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District may issue bonds and other forms of indebtedness to purchase or construct such facilities or contract rights therefor. The District is also empowered to establish, operate, and maintain fire-fighting facilities, independently or with one or more conservation and reclamation districts after approval by the City, the TCEQ and the voters of the District.

The TCEQ exercises continuing supervisory jurisdiction over the District. The District is required to observe certain requirements of the City which limit the purposes for which the District may sell bonds to the acquisition, construction, and improvement of waterworks, wastewater, and drainage facilities or contract rights therefor, and the refunding of outstanding debt obligations; place restrictions on the terms and provisions and conditions on the sale of the District's bonds so long as such restraints and conditions do not render the bonds unmarketable; require approval by the City of District construction plans; and permit connections only to platted lots and reserves which have been approved by the City. Construction and operation of the District's drainage system are subject to the regulatory jurisdiction of additional government agencies. See "THE SYSTEM."

The District presently contains approximately 383.317 acres of land located in the Southeast portion of El Paso County approximately 15 miles east of the central area of the City, including the approximately 17.66 acres that were annexed by the District in March of 2022. The District is located north of Interstate Highway 10 and east of Loop 375. Eastlake Boulevard provides access to the District. From Interstate Highway 10, exit Eastlake Boulevard and proceed north approximately 1.8 miles to the intersection of Peyton Drive and Eastlake Boulevard, then south along Peyton Drive. See "AERIAL PHOTOGRAPH" herein.

Validation of Creation of Participant Districts

The creation of the Original District and its division into Participant District Nos. 1-9 has been validated by a final judgment of the County Court-at-Law of El Paso County, Texas. Likewise, creation of Participant District Nos. 10 and 11 has been validated by a final judgment of the District Court of El Paso County, Texas. Each of the Participant Districts, including the District, has held a confirmation, bond, refunding bond, maintenance tax and contract tax election. All such election propositions have been approved by voters of the Participant Districts, including the District.

Status of Development

The District is being developed primarily for single family residential purposes, and is within the Paseo del Este development ("Paseo del Este"). Paseo del Este is being developed primarily by Hunt Communities ("Hunt"), and B&G/Sunrise Joint Venture ("B&G") and is planned to include approximately 4,300 acres of land. The land in Paseo del Este was purchased from the Texas General Land Office by Hunt and affiliates thereof and B&G in varying positions in a series of transactions between 1998 and 2020. As of May 31, 2023 approximately 9,276 single family residential lots have been developed within Paseo del Este, and approximately 8,599 homes are completed or are in various stages of construction in Paseo del Este, including approximately 774 lots and 710 homes which are completed or are in various stages of construction within the District.

The development within the District includes Socorro Independent School District Peyton Estates Elementary, Emerald Heights Unit 5, Peyton Estates Unit 4, Emerald Heights Unit 2, Peyton Estates Unit 6 and Emerald Heights Unit 1. Peyton Estates Unit 4 has 2.24 acres of commercial development and Peyton Estates Unit 6 has 2.3 acres of commercial development. Emerald Heights Unit 1 has 16.19 acres of commercial property, which includes a shopping center currently being constructed on the land.

There are 90.931 acres of developable land within the District that have not yet been furnished with water, sanitary sewer and storm drainage facilities. See “RISK FACTORS – Undeveloped Acreage” and “THE DISTRICT – Status of Development.”

Community Facilities

Community facilities are located in the general vicinity of the District. Neighborhood shopping facilities, including supermarkets, pharmacies, cleaners, restaurants, banking facilities and other retail and service establishments are located within five miles of the District along areas adjacent to Loop 375. Fire protection for residents of the District is provided by the El Paso County Emergency Services District No. 1. Police protection is provided by the El Paso County Sheriff. Medical care for District residents is available from various facilities in the City of El Paso within 15 miles of the District. The land within the District is located within the boundaries of Socorro Independent School District, and children within the District attend elementary and middle schools of Socorro Independent School District located within two (2) miles of the District.

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MANAGEMENT

Board of Directors

The District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the District. None of the Directors listed below reside within the District; however, each Director owns a small parcel of land in the District. Directors are elected by the voters within the District for four-year staggered terms. Director elections are held in May in odd numbered years. The Directors and Officers of the District are listed below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Lorraine Huit	President	2025
Sheldon Wheeler	Vice-President	2025
Bob Peterson	Secretary/Treasurer	2027
Oscar Rico	Assistant Secretary	2027
Jerry Romero	Assistant Secretary	2027

While the District does not employ any full time employees, it has contracted for certain services as follows:

Tax Assessor/Collector

Land and improvements within the District are appraised for ad valorem taxation purposes by the Appraisal District. The District's Tax Assessor/Collector is agreed upon by virtue of the interlocal agreement between the City and the District and the District has appointed the City of El Paso Tax Assessor/Collector to serve in this capacity for the District.

Operations

The District contracts with Inframark, LLC for maintenance and operation of the District's System. Inframark, LLC also serves as the operator of the Master District's System.

Bookkeeper

The District has engaged Municipal Accounts & Consulting, L.P., to serve as the District's bookkeeper.

Engineer

The consulting engineer for the District is TRE & Associates, LLC. (the "Engineer").

General Counsel

The District engages Gordon Davis Johnson & Shane P.C., El Paso, Texas, as General Counsel. The fees payable to General Counsel are not contingent upon the issuance sale and delivery of the Bonds.

Bond Counsel

The District has engaged McCall, Parkhurst & Horton L.L.P., Austin, Texas as "Bond Counsel." The fees payable to Bond Counsel are contingent upon the issuance, sale and delivery of the Bonds.

Disclosure Counsel

The District has engaged Locke Lord LLP, Dallas, Texas, as Disclosure Counsel. The fees payable to Disclosure Counsel are contingent upon the sale, issuance and delivery of the Bonds.

Financial Advisor

Hilltop Securities, Inc., El Paso, Texas and Dallas, Texas (the "Financial Advisor") serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon sale and delivery of the Bonds.

Auditor

The District's financial statements for the fiscal year ending September 30, 2022 have been audited by West, Davis & Company, LLP.

THE DEVELOPER

Role of a Developer

In general, the activities of a landowner or developer in a district such as the District include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other Developer or third parties. In most instances, a landowner or developer will be required by the TCEQ to pay thirty percent (30%) of the cost of placing the water distribution, wastewater collection, and storm drainage facilities in a district, exclusive of water supply and storage and wastewater treatment plants of which the district incurs one hundred percent (100%) of the cost. While a developer is required by the TCEQ to pave streets, a developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Neither the Developer (as hereinafter defined) nor any of its affiliates, is obligated to pay principal of or interest on the Bonds. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments." Furthermore, neither the Developer nor any of its affiliates has any binding commitment to the District to carry out any plan of development, and the furnishing of information relating to the proposed development by the Developer should not be interpreted as such a commitment. Prospective purchasers are encouraged to inspect the District in order to acquaint themselves with the nature of development that has occurred or is occurring within the boundaries of the District.

The Developer

Water, sewer and drainage facilities to serve specific sections within the District have been acquired or constructed by Hunt Peyton Estates, LLC, referred to herein as the "Developer." Major water, sewer and drainage facilities and streets to serve land within the District are being developed by Hunt Peyton Estates, LLC, an affiliate of Hunt. The activities of Hunt and its affiliates include investment management, mortgage banking, direct lending, loan servicing, asset management, property management, development, construction, consulting and advisory.

Land within the District is a portion of the development known as Paseo del Este. The Master District and the Participant Districts have been formed to include approximately 4,300 acres of land in and adjacent to the District. See "THE DISTRICT - Status of Development."

The Developer is not responsible for, liable for, and has made no commitment for payment of the Bonds or other obligations of the District. The Developer may sell or otherwise dispose of its property within the District, or any other assets, at any time. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments - Landowner Obligation to the District."

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Developer Reimbursement Agreements

Each Participant District, including the District, has entered into reimbursement agreements with the Developer of the Regional Facilities serving all Participant Districts pursuant to which the Participant District agrees to reimburse the Developer for the Participant District's pro rata share of the costs of the Regional Facilities based on the Participant District's total ultimate estimated connections as compared to the total connections in all eleven Participant Districts. In addition, such reimbursement agreements contemplate the Participant District will reimburse the Developer for the Participant District's pro rata share of (i) the Developer costs for creation of all eleven Participant Districts and (ii) the administrative and operation advances to all eleven Participant Districts by the Developer, with each Participant District's pro rata share of such expenses based on the ratio of 1 to 11. Finally, each Participant District, including the District, has entered into reimbursement agreements with the Developer of the Internal Facilities serving the specific Participant District pursuant to which the Participant District agrees to reimburse the Developer for the Internal Facilities serving only the specific Participant District. Before such Internal Facilities are purchased by a Participant District, the developer leases them to the Master District for its use in serving the retail customers within the Participant District. After purchase of such Internal Facilities by a Participant District, the Master District will continue to lease the Internal Facilities from the Participant District.

THE SYSTEM

Regulation

According to the Engineer, the District's water supply and distribution, wastewater collection, and storm drainage facilities (collectively, the "System") have been designed in accordance with accepted engineering practices and the then current requirements of various entities having regulatory or supervisory jurisdiction over the construction and operation of such facilities. The construction of the System was required to be accomplished in accordance with the standards and specifications of the District, the TCEQ and EPWU and is subject to inspection by each such entity. Operation of the System is conducted by the Master District; however, EPWU operates the water treatment and storage and sewer treatment facilities providing wholesale service to the Master District. The regulations and requirements of entities exercising regulatory jurisdiction over the System are subject to further development and revision which, in turn, could require additional expenditures by the District in order to achieve compliance. In particular, additional or revised requirements in the future in connection with any permit held by the EPWU for the wastewater treatment plant from which the District receives service could result in the need to construct additional facilities in the future.

The Master District Contract

The District and the remaining Participant Districts have each entered into a "Master District Contract" with the Master District to coordinate the development of the water, sanitary sewer and drainage facilities to serve the area within all eleven Participant Districts. Under the Master District Contract, the Master District will acquire, construct, own and operate the Regional Facilities to serve the area within all eleven Participant Districts; each Participant District will acquire, construct and own its Internal Facilities serving only area within it and lease the Internal Facilities to the Master District for operation; and the Master District will provide retail water and wastewater service to all retail customers in all of the Participant Districts.

Master District Facilities

Source of Water Supply: The District receives its water supply pursuant to the Paseo del Este Wholesale Potable Water Supply and Wastewater Treatment and Transportation Contract (the "Water Supply and Wastewater Agreement") between the Master District and EPWU. Pursuant to terms of the Water Supply and Wastewater Agreement, which expires in 2063, EPWU is obligated to provide wholesale water to meet the needs of the area served by the Master District, including land within the boundaries of the District. EPWU currently supplies water to the Master District facilities from its existing three million gallon elevated storage tank and 12.3 MGD booster pump station. The major components of the EPWU's system serving the Master District's water supply system will serve the anticipated 16,995 equivalent single-family connections and contractually up to 20,000 equivalent single-family connections committed to the Master District, of which 1,730 are allocated to the District. As of May 31, 2023, the Master District is serving approximately 9,389 active water connections, of which 785 are within the District. According to the Engineer, the District's currently allocated water supply capacity (1,730 equivalent single family connections) is sufficient to serve the District at ultimate build-out.

In order to fully provide water supply to all of the Participant Districts in Paseo del Este, the Master District Facilities will need to be expanded from time to time to meet the demand for such facilities.

Source of Wastewater Treatment: The District is provided wastewater treatment capacity by EPWU through the Water Supply and Wastewater Agreement. Pursuant to the terms of the Water Supply and Wastewater Agreement, EPWU is obligated to provide

wholesale wastewater service to meet the needs of the area served by the Master District, including land within the boundaries of the District. The agreement expires in 2063. Wastewater flows are routed to EPWU's Bustamante plant, which has a current permitted capacity of 39 MGD. Current wastewater treatment capacity can serve the anticipated 16,995 equivalent single-family connections and contractually up to 20,000 equivalent single-family connections committed to the Master District. As of May 31, 2023, the Master District is serving approximately 9,276 active wastewater connections, of which 774 are within the District. The Master District currently receives wholesale water and wastewater services from the EPWU for the areas within Participant Districts. According to the Engineer, the District's currently allocated wastewater treatment capacity (1,730 single family equivalent connections) is sufficient to serve the District at ultimate build-out.

Distribution and Wastewater Collection: Water distribution facilities consist of waterlines ranging in size from 8-inch to 16-inch, generally located within the rights-of-way. These water distribution facilities supply water from the EPWU to each Participant District's internal facilities.

The current wastewater collection facilities include sanitary sewer lines ranging in size from 8-inch to 27-inch generally located within the rights-of-way of collector roads. These collection lines collect wastewater from each Participant District and transport it to an EPWU wastewater interceptor.

Drainage: The Master District will provide the Participant Districts with drainage facilities when it is determined that the facilities benefit two or more Participant Districts. These Regional Facilities will be capable of handling a 100-year storm event and will include storm sewers, drainage channels and retention ponds.

Internal Water Distribution, Wastewater Collection and Storm Drainage Facilities

The Internal Facilities have been constructed by the District with funds advanced by the Developer to serve Emerald Heights Unit 1, Emerald Heights Unit 2, Emerald Heights Unit 5, Peyton Estates Unit 3, Peyton Estates Unit 4, Peyton Estates Unit 6 and Mission Ridge Elementary, which include Emerald Heights Unit 4 & 5 Grading Improvements

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Use and Distribution of Bond Proceeds

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, \$2,080,190 is estimated for construction costs, and \$1,019,809 is estimated for non-construction costs. The actual amounts to be reimbursed by the District and the non-construction costs, including Developer Interest, will be finalized after sale of the Bonds and review by an independent auditor.

<u>Construction Costs</u>	<u>District's Share</u>
A. Developer Contribution Items	
1. Emerald Heights Unit 4 & 5 Grading Improvements.....	\$ 781,949
2. Emerald Heights Unit 5 Water, Wastewater & Drainage Improvements.....	1,111,885
3. District Facilities Engineering.....	64,570
Total Developer Contribution Items	<u>\$ 1,958,404</u>
B. District Items	
4. Painted Sky at Mission Ridge Unit Three - 12" & 16" Regional Waterline and Regional Wastewater Line Segments C2-B, C2-C & C2- D Improvements...	\$ 105,151
5. Regional Facilities Engineering.....	16,635
Total District Items	<u>\$ 121,787</u>
TOTAL CONSTRUCTION COSTS (67.00% of BIR)	<u>\$ 2,080,190</u>
<u>Non-Construction Costs</u>	
A. Administrative Advances 2016-2017.....	\$ 105,409
B. Legal Fees	61,500
C. Fiscal Fees	38,750
D. Interest	
1. Capitalized Interest (Approximately 12 months) ^(a)	162,750
2. Developer Interest.....	423,398
E. Bond Discount (3%).....	93,000
F. Bond Issuance Expenses.....	64,153
G. Bond Application Report Costs.....	60,000
H. Attorney General Fee (0.10%).....	3,100
I. TCEQ Bond Issuance Fee (0.25%).....	7,750
TOTAL NON-CONSTRUCTION COSTS (33.00% of BIR)	<u>\$ 1,019,809</u>
TOTAL BOND ISSUE REQUIREMENT	<u>\$ 3,100,000</u>

(a) TCEQ approved maximum amount of 12 months capitalized interest.

In the event approved estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for uses in accordance with the rules of the TCEQ. In the event actual costs exceed previously approved estimated amounts and contingencies, additional TCEQ approval and the issuance of additional bonds may be required.

Future Debt

In addition to the costs of facilities being financed with proceeds from sale of the Bonds, the Developer has financed the engineering and construction of certain other Internal (District) Facilities and Regional Facilities. After reimbursement from sale of the Bonds, the Developer will have expended approximately \$0 (as of May 31, 2023) for design, construction and acquisition of the District's share of Regional Facilities not yet reimbursed and \$2,300,000 (as of May 31, 2023) for District Facilities not yet reimbursed. It is anticipated that proceeds from future issues of District bonds will be used, in part, to reimburse the Developer for the District's pro rata share of the costs of the Regional Facilities and all of the costs of the District Facilities and future costs of developing currently undeveloped land, to the extent allowed by the TCEQ.

UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

<u>Date of Authorization</u>	<u>Purpose</u>	<u>Amount Authorized</u>	<u>Issued to Date</u>	<u>Amount Unissued</u>
5/8/2010	Water, Sanitary Sewer and Drainage	\$28,250,000	\$15,430,000*	\$12,820,000

* Includes the Bonds.

FINANCIAL STATEMENT

Tax Year 2023 Certified Assessed Valuation	\$187,878,870 ^(a)
District Debt:	
Outstanding Bonds	\$12,330,000
The Bonds	<u>\$ 3,100,000</u>
Gross Debt Outstanding (after issuance of the Bonds)	\$15,430,000
Ratio of Gross Debt Outstanding to 2023 Certified Assessed Valuation	8.21% ^(a)

Approximate Area of District – 383.317 acres

(a) As certified by the El Paso Central Appraisal District (the “Appraisal District”). Represents the assessed taxable valuation within the District as of January 1, 2023. See “TAX PROCEDURES.”

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Cash and Investment Balances (as of July 13, 2023)

Operating Fund	Cash and Temporary Investments	\$455,320.91
Capital Projects	Cash and Temporary Investments	\$463,922.00
Debt Service Fund	Cash and Temporary Investments	\$1,133,210.87 ^(a)

See "SELECTED FINANCIAL INFORMATION."

^(a) Balance as of delivery of Bonds. Twelve (12) months of capitalized interest will be deposited into such fund from Bond proceeds (estimated at to be \$162,750). Neither the Bond Resolution nor Texas law requires that the District maintain any particular balance in the Debt Service Fund.

ESTIMATED OVERLAPPING DEBT STATEMENT

Expenditures of the various taxing entities within the territory of the District are paid out of ad valorem taxes levied by such entities on properties within the District. Such entities are independent of the District and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax bonds ("Tax Debt") was developed from information contained in the "Texas Municipal Reports" published by the Municipal Advisory Council of Texas. Except for the amounts relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional bonds since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. The following table reflects the estimated share of the overlapping Tax Debt of the District.

Taxing Jurisdiction	Outstanding Bonds	As of	Overlapping	
			Percent	Amount
El Paso County	\$ 258,450,199	7/31/2023	0.19%	\$ 491,055
El Paso County Hospital District	309,920,000	7/31/2023	0.19%	588,848
Socorro Independent School District	769,086,593	7/31/2023	0.70%	5,383,606
Total Estimated Overlapping Debt.....				\$ 6,463,510
The District.....				\$ 15,430,000 ^(a)
Total Direct and Estimated Overlapping Debt.....				\$21,893,510
Ratio of Total Direct and Estimated Overlapping Debt to 2023 Certified Assessed Valuation ^(b)				11.65%

^(a) Includes the Bonds.

Overlapping Tax Rates for 2022

Taxing Jurisdiction	2022 Tax Rate per \$100 Assessed Valuation
The District	\$ 0.733600
El Paso County	0.426289
El Paso County Emergency Services District No. 1	0.100000
El Paso Community College District	0.122611
Socorro Independent School District	1.249712
University Medical Center	0.235153
Total Overlapping Tax Rate	\$ 2.867365

TAX DATA

Tax Collections

The following statement of tax collections sets forth in condensed form the historical tax collection experience of the District. This summary has been prepared for inclusion herein, based upon information from District records. Reference is made to these records for further and more complete information.

Tax Year	Assessed Valuation	Tax Rate	Tax Levy	Current Collections		Total Collections		Fiscal Year Ending
				Amount	Percent	Amount	Percent	
2019	\$ 2,713,580	\$ 0.7500	\$ 20,352	22,477	110.44%	22,477	110.44%	9/30/2019
2020	13,234,201	0.7500	99,257	102,420	103.19%	102,420	103.19%	9/30/2020
2021	72,477,459	0.7500	543,581	550,501	101.27%	550,501	101.27%	9/30/2021
2022	141,452,285	0.7336	1,037,694	1,046,181	100.82%	1,046,181	100.82%	9/30/2022 ^(a)
2023	187,878,870 ^(b)	0.7500	1,409,092 ^(c)	N/A	0.00%	N/A	0.00%	9/30/2023

(a) Tax Collections billed on October 1. Collections are as of June 30, 2023.

(b) Based on Tax Year 2022 final tax rate for the District. The District anticipates levying a \$0.7500 per \$100 ad valorem property tax rate in Tax Year 2023 in September 2023. Tax Levy calculation is preliminary for discussion purposes only.

(c) Actual Tax Year 2023 tax levy will be based on the certified taxable assessed valuation of the District and the actual tax rate levied in September 2023. No assurance can be given as to the final tax levy.

Taxes are due October 1 and become delinquent if not paid before February 1 of the year following the year in which imposed. No split payments are allowed and no discounts are allowed.

Tax Rate Distribution

	2023 ⁽¹⁾	2022	2021	2020	2019
Debt Service	\$0.4071	\$0.3889	\$0.0714	\$0.0000	\$0.0000
Contract ^(a)	0.2900	0.2900	0.2900	0.2900	0.2900
Maintenance and Operations	0.0529	0.0547	0.3886	0.4600	0.4600
Total	\$0.7500	\$0.7336	\$0.7500	\$0.7500	\$0.7500

(a) See “RISK FACTORS – District Operations and Contract Tax” and “– Contract Tax” below.

(b) The District anticipates levying a \$0.7500 per \$100 ad valorem property tax rate in Tax Year 2023 in September 2023. Tax Levy calculation is preliminary for discussion purposes only.

Tax Rate Limitations

Debt Service: Unlimited (no legal limit as to rate or amount). Maintenance and Operations: \$1.00 per \$100 Assessed Valuation.

Debt Service Tax

The Board covenants in the Bond Resolution to levy and assess, for each year that all or any part of the Bonds remain outstanding and unpaid, a tax adequate to provide funds to pay the principal of and interest on the Bonds. In connection with the approval of the Bonds, the TCEQ has approved an initial debt service rate of up to \$0.____ per \$100 assessed valuation.

Contract Tax

Under the Master District Contract, each Participant District has agreed to levy and collect a tax (the “Contract Tax”) to make payments to the Master District for (i) the Participant District’s pro rata share of any operating deficits incurred by the Master District and (ii) the debt service on any bonds issued by the Master District for Regional Facilities payable from the Contract Tax (“Master District Bonds”), with the Participant District’s pro rata share based on the Participant District’s total taxable assessed valuation as compared to the total taxable assessed valuation in all eleven Participant Districts. However, the Master District Contract contemplates that the Master District would not issue Master District Bonds for purposes of reimbursing the Developer for the initial construction of the Regional Facilities. Thus, for the foreseeable future, the District contemplates levying a Contract Tax only for its pro rata share of the operating deficits of the Master District. The District approved a total tax rate of \$0.7336 per \$100 of Assessed Valuation for Tax year 2022, as follows: \$0.3889 for debt service tax, \$0.2900 for contract tax and \$0.0547 for maintenance and operations tax. The District anticipates (subject to change) adopting a tax rate of \$0.7500 per \$100 of Assessed Valuation for Tax Year 2023 at the September 14, 2023, Board meeting, broken out as follows: \$0.4071 for debt service tax, \$0.2900 for contract tax and \$0.0529 for maintenance tax.

Maintenance Tax

The Board of Directors of the District has the statutory authority to levy and collect an annual ad valorem tax for maintenance of the District's improvements, if such maintenance tax is authorized by vote of the District's electors. On May 8, 2010, the Board was authorized to levy such a maintenance tax in an amount not to exceed \$1.00 per \$100 of assessed valuation. For the 2022 tax year, the Board has levied a maintenance tax in the amount of \$0.0547 per \$100 assessed valuation. Such tax is in addition to taxes which the District is authorized to levy for paying principal and interest on the District's bonds. For the 2023 tax year, the Board anticipates approving a maintenance tax in the amount of \$0.0529 per \$100 assessed valuation and anticipates adopting such rate as final at its September 14, 2023, meeting. Such tax is in addition to taxes which the District is authorized to levy for paying principal and interest on the District's bonds.

Tax Exemptions

As discussed in the section titled "TAX PROCEDURES" herein, certain property in the District may be exempt from taxation by the District. The District does not exempt any percentage of the market value of any residential homesteads from taxation.

Additional Penalties

The District has contracted with a delinquent tax attorney to collect delinquent taxes. Pursuant to the contract and in accordance with the Texas Property Tax Code, the District recovers certain costs, expenses and fees associated with tax collection suits, including reasonable attorney's fees in the amount of twenty percent (20%) of the total amount of taxes, penalties, and interest due to the District.

Principal Taxpayers

The following list of principal taxpayers is based upon the 2022 tax roll, which reflects ownership at January 1, 2022.

Name of Taxpayer	Nature of Property	2022 Taxable Assessed Valuation	% of Taxable Assessed Valuation
Tri-State Ventures LLC	Real Estate	\$ 2,223,607	1.57%
Bowling Construction LLC	Construction	705,685	0.50%
Casas De Leon LLC	Real Estate	567,987	0.40%
Desert View Construction Inc	Construction	502,994	0.36%
JRDNR Investments LLC	Real Estate	491,932	0.35%
JCGAR Ventures LLC	Developer	476,553	0.34%
River Oaks Properties LTD	Real Estate	465,376	0.33%
Wilson Ashley D & Troy A	Resident	442,848	0.31%
Brooks Kenneth H & Brooks Cassandra	Resident	438,303	0.31%
Northtowne Village Join Venture	Developer	432,168	0.31%
		<u>\$ 6,747,453</u>	<u>4.77%</u>

Summary of Assessed Valuation

The following summary of the Assessed Valuation is provided by the District's Tax Assessor/Collector based on information contained in the 2019-2023 tax rolls of the District. Differences in totals may vary slightly from other information herein due to differences in dates of data.

	2023	2022	2021	2020	2019
Land and Improvements	\$ 234,359,794	\$ 193,070,134	\$ 112,768,688	\$ 14,895,290	\$ 4,370,029
Personal Property	478,868	71,573	17,807	15,957	20,153
Exemptions	(46,959,792)	(51,689,422)	(40,309,036)	(1,677,046)	(1,676,602)
Total Assessed Valuation	<u>\$ 187,878,870</u>	<u>\$ 141,452,285</u>	<u>\$ 72,477,459</u>	<u>\$ 13,234,201</u>	<u>\$ 2,713,580</u>

Projected Tax Adequacy for Debt Service

Assuming (i) a tax collection rate similar to the collection rate of the District in years past, (ii) no increase or decrease in assessed valuation over the 2023 Certified Assessed Valuation, (iii) no use of available funds, and (iv) utilization of a tax rate necessary to pay the District's projected average annual debt service requirements on the Bonds, the District expects that sufficient funds will be generated to pay both the Average Annual Debt Service and Maximum Annual Debt Service shown below.

Average Annual Debt Service (2023-2048).....	\$ 923,164
Maximum Annual Debt Service (2033).....	\$ 936,964

TAX PROCEDURES

Authority to Levy Taxes

The Board is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in an amount sufficient to pay the principal of and interest on the Bonds, and any additional bonds payable from taxes which the District may hereafter issue (see "RISK FACTORS – Future Debt") and to pay the expenses of assessing and collecting such taxes. The District agrees in the Bond Resolution to levy such a tax from year to year as described more fully herein under "THE BONDS – Source of and Security for Payment." Under Texas law, the Board may also levy and collect an annual ad valorem tax for the operation and maintenance of the District and its water and wastewater system and for the payment of certain contractual obligations. See "TAX DATA."

Property Tax Code and County-Wide Appraisal District

The Texas Property Tax Code (the "Property Tax Code") specifies the taxing procedures of all political subdivisions of the State, including the District. The District must also follow tax procedures found in the Texas Water Code. These statutory provisions are complex and are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. The Appraisal District has the responsibility for appraising property for all taxing units within El Paso County, including the District. Such appraisal values are subject to review and change by the El Paso County Appraisal Review Board (the "Appraisal Review Board").

Property Subject to Taxation by the District

General: Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes, and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District; however, no effort is expected to be made by the Appraisal District to include on a tax roll tangible or intangible personal property not devoted to commercial or industrial use. Principal categories of exempt property include, but are not limited to: property owned by the State or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; income producing tangible personal property or mineral interest with a taxable value of less than \$500; certain property used for the control of air, water or land pollution; solar and wind powered energy devices; certain non-profit cemeteries, farm products owned by the producer; and certain property owned by qualified charitable, religious, veterans, youth development, fraternal organizations, designated historical sites, travel trailers, and most individually owned automobiles. Goods, wares, ores and merchandise (other than oil, gas, or petroleum products) that are acquired in or imported into the state and forwarded out of state within 175 days thereafter are also exempt. Article VIII, Section 1-a of the Texas Constitution grants a \$3,000 homestead exemption for all homesteads taxed by counties for farm-to-market roads and flood control purposes. Property owned by a disabled veteran or by the spouse of certain children of a deceased disabled veteran or a veteran who died while on active duty is partially exempt to between \$5,000 and \$12,000 of assessed value depending upon the disability rating of the veteran. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran's residence homestead. Additionally, subject to certain conditions, the surviving spouse or a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. The surviving spouse of a member of the armed services who was killed in action is entitled to an exemption from taxation of the total appraised value of the surviving spouse's residence homestead where certain conditions are met and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse.

The surviving spouse of a first responder who was killed or fatally injured in the line of duty is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. Also partially exempt are residence homesteads of certain persons who are disabled or at least 65 years old, not less than \$3,000 of appraised value or such higher amount as the Board or the District's voters may approve. Subject to certain conditions, the surviving spouse of a person 65 or older is entitled to an exemption for the same property in an amount equal to that which the deceased spouse was qualified. The District's tax assessor is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the District's obligation to pay tax-supported debt incurred prior to adoption of the exemption by the District. The District's tax assessor/collector is authorized by statute to disregard such exemptions for the elderly and disabled if granting the exemptions would impair the District's obligation to pay tax supported debt incurred prior to adoption of the exemptions by the District. See "TAX DATA."

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State to exempt up to twenty percent (20%) (not less than \$5,000) of the appraised value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted before July 1. The District has not adopted a general residential homestead exemption. See "TAX DATA."

Freeport Goods Exemption: Freeport goods are goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas and other petroleum products, which have been acquired or brought into the state for assembling, storing, manufacturing, repair, maintenance, processing or fabricating purposes, or used to repair or maintain aircraft of a certified air carrier, and shipped out of the state within one hundred seventy-five (175) days. Freeport goods are exempt from taxation by the District.

Goods-in-Transit Exemptions: A "Goods-in-Transit Exemption" may apply to certain tangible personal property that is acquired in or imported into Texas for assembling, storing, manufacturing or fabrication purposes which is destined to be forwarded to another location in Texas not later than 175 days after acquisition or importation, so long as the location where said goods are detained is not directly or indirectly owned by the owner of the goods. The District has not taken action to allow taxation of goods-in-transit, and accordingly, the exemption is available within the District. However, the District may determine in the future to take action to tax exempt goods-in-transit personal property. A taxpayer may not claim both a Freeport Goods Exemption and a Goods-in-Transit Exemption on the same property.

Tax Abatement

El Paso County may designate all or part of the area within the District as a reinvestment zone. Thereafter, El Paso County, Socorro Independent School District, the District, and, if the District is annexed and dissolved, the City of El Paso, at the option and discretion of each entity, may enter into tax abatement agreements with owners of property within the zone. Prior to entering into a tax abatement agreement, each entity must adopt guidelines and criteria for establishing tax abatement, which each entity will follow in granting tax abatement to owners of property. The tax abatement agreements may exempt from ad valorem taxation by each of the applicable taxing jurisdictions, including the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with the terms of the tax abatement. Each taxing jurisdiction has discretion to determine terms for its tax abatement agreements without regard to the terms approved by the other taxing jurisdictions.

Valuation of Property for Taxation

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by the Appraisal Review Board, it is used by the District in establishing its tax rolls and tax rate. Generally, assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code. In determining market value, either the replacement cost or the income or the market data method of valuation may be used, whichever is appropriate. Nevertheless, certain land may be appraised at less than market value under the Property Tax Code. Increases in the appraised value of residence homesteads are limited by the Texas Constitution to 10 percent annually regardless of the market value of the property.

The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its market value. Substantially all of the undeveloped land in the District is valued based on agricultural use. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit

to a purchaser who would continue the business. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use, including taxes for the previous three (3) years for agricultural use and taxes for the previous five (5) years for open space land and timberland.

The Property Tax Code requires the District to implement a plan for periodic reappraisal of property to update appraisal values. The plan must provide for appraisal of all real property in the Appraisal District at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis. The District, however, at its expense has the right to obtain from the Appraisal District a current estimate of appraised values within the District or an estimate of any new property or improvements within the District. While such current estimate of appraised values may serve to indicate the rate and extent of growth of taxable values within the District, it cannot be used for establishing a tax rate within the District until such time as the Appraisal District chooses formally to include such values on its appraisal roll.

District and Taxpayer Remedies

Under certain circumstances taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a timely petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

Rollback of Operation and Maintenance Tax Rate

During the 86th Regular Legislative Session, Senate Bill 2 ("SB 2") was passed and signed by the Governor, with an effective date (as to those provisions discussed herein) of January 1, 2020, and the provisions described herein are effective beginning with the 2020 tax year. See "SELECTED FINANCIAL INFORMATION" for a description of the District's current total tax rate and projected 2023 total tax rate. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below.

SB 2 classifies municipal utility districts differently based on their current operation and maintenance tax rate or on the percentage of projected build-out that a district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified herein as "Special Taxing Units." Districts that have financed, completed, and issued bonds to pay for all land, improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed can be classified herein as "Developing Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate pursuant to SB 2 is described for each classification below.

Special Taxing Units

Special Taxing Units that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Special Taxing Unit is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.035 times the amount of operation and maintenance

tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions, plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Special Taxing Unit and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Special Taxing Units.

Developing Districts

Districts that do not meet the classification of a Special Taxing Unit or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

The District

A determination as to a district's status as a Special Taxing Unit, Developed District or Developing District will be made by the Board of Directors on an annual basis. With respect to the District's 2022 tax rate, the District has been classified as a Developing District. With respect to the District's 2023 tax rate, the District currently anticipates that it will be classified as a Developing District. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation.

Levy and Collection of Taxes

The District is responsible for the levy and, unless it elects to transfer such functions to another governmental entity, collection of its taxes. By September 1 of each year, or as soon thereafter as practicable, the rate of taxation is set by the Board of Directors based upon: a) the valuation of property within the District as of the preceding January 1, and b) the amount required to be raised for debt service, maintenance purposes and authorized contractual obligations. Taxes are due October 1, or when billed, whichever comes later, and become delinquent if not paid before February 1 of the year following the year in which imposed. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. For those taxes billed at a later date and that become delinquent on or after June 1, they will also incur an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. The delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code makes provisions for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances which, at the option of the District, may be rejected.

The District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State and each local taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of such other taxing units (see "ESTIMATED OVERLAPPING DEBT STATEMENT – Overlapping Tax Rates for 2022"). A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the cost of suit and sale, by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights (a taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and all other types of property after the purchaser's deed issued at the foreclosure sale is filed in the county records) or by bankruptcy proceedings which restrict the collection of taxpayer debts. The District's ability to foreclose its tax lien or collect penalties or interest on delinquent taxes may be limited on property owned by a financial institution which is under receivership or conservatorship by the FDIC. See "RISK FACTORS – The Effect of FIRREA on Tax Collections of the District."

2023 Legislative Session

On July 13, 2023, during the Second Special Session, the Texas Legislature passed Senate Bill 2, which, among other things, includes provisions that prohibit an appraisal district from increasing the appraised value of real property during the 2024 tax year on non-homestead properties (the "subjected property") whose appraised values are not more than \$5 million dollars (the "maximum property value") to an amount not to exceed the lesser of: (1) the market value of the subjected property for the most recent tax year that the market value was determined by the appraisal office or (2) the sum of: (a) 20 percent of the appraised value of the subjected property for the preceding tax year; (b) the appraised value of the subjected property for the preceding tax year; and (c) the market value of all new improvements to the subjected property (collectively, the "appraisal cap"). After the 2024 tax year, through December 31, 2026, the appraisal cap may be increased or decreased by the product of the preceding state fiscal year's increase or decrease in the consumer price index, as applicable, to the maximum property value. The appraisal cap takes effect on January 1, 2024, if the constitutional amendment proposed by House Joint Resolution 2 during the Second Special Session is approved by the voters on November 7, 2023.

GENERAL FUND OPERATIONS

General

The Bonds are payable from the levy of an ad valorem tax, without legal limitation as to rate or amount, upon all taxable property in the District. Surplus revenues, if any, of the District's general fund are not pledged to the payment of the Bonds but are available for any lawful purpose including payment of debt service on the Bonds, at the discretion and upon action of the Board. It is not expected that significant net revenue, if any, will be available for payment of debt service on the Bonds.

Contract Tax

Under the Master District Contract, each Participant District has agreed to levy and collect the Contract Tax to make payments to the Master District for (i) the Participant District's pro rata share of any operating deficits incurred by the Master District and (ii) the debt service on any Master District Bonds, with the Participant District's pro rata share based on the Participant District's total taxable assessed valuation as compared to the total taxable assessed valuation in all eleven Participant Districts. However, the Master District Contract contemplates that the Master District would not issue Master District Bonds for purposes of reimbursing the Developer for the initial construction of the Regional Facilities. Thus, for the foreseeable future, the District contemplates levying a Contract Tax only for its pro rata share of the operating deficits of the Master District. The District approved the following tax rates at its August 2022 board meeting, and levied such rates as final at its September, 2022 Board meeting: \$0.7336 per \$100 of Assessed Valuation for Tax Year 2022, as follows: \$0.3889 for debt service tax, \$0.2900 for contract tax and \$0.0547 for maintenance tax. Additionally, the District anticipates (subject to change) adopting a tax rate of \$0.7500 per \$100 of Assessed Valuation for Tax Year 2023 at the September 14, 2023, Board meeting, broken out as follows: \$0.4071 for debt service tax, \$0.2900 for contract tax and \$0.0529 for maintenance tax.

District Operation and Maintenance Expense

Because the Master District provides retail water and sanitary sewer service to all customers in the area within all eleven Participant Districts, including the District, the District does not expect to incur significant operating expenses; rather it expects to mainly incur administrative expenses. The Master District Contract provides that the Master District will pay each Participant District's ordinary administrative expenses, including the District's, if approved by the Master District as part of an annual budget. The Master District Contract provides an annual budget process where each Participant District submits its budget for approval by the Master District. So long as a Participant District's expenses are no more than ten percent higher than the average of the budgets for Participant Districts Nos. 2-11, the budget must be approved by the Master District. In addition, the District may levy its own maintenance tax to pay such expenses. However, because the Master District provides retail water and sanitary sewer service to all customers in the area within all eleven Participant Districts, including the District, the District does not expect to have any revenues from water and sanitary sewer operations to pay its operation and expenses.

No Water and Sanitary Sewer Revenues

Because the Master District provides retail water and sanitary sewer service to all customers in the area within all eleven Participant Districts, including the District, the District does not expect to have any revenues from water and sanitary sewer operations to pay its operation and maintenance expenses.

Operating Statement

The following statement sets forth in condensed form the historical results of operation of the District's General Fund. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. Such summary is based upon information obtained from the District's audited financial statements and the District's bookkeeping records. Reference is made to such statements and records for further and more complete information.

Fiscal Year Ended September 30,			
	2022	2021	2020
Revenues:			
Transfer From Master District	\$ 90,679	\$ 70,432	\$ 62,760
Property Taxes	286,992	62,913	13,786
Contract Taxes	214,040	39,662	8,691
Interest	2,715	113	489
Total Revenues	<u>\$ 594,426</u>	<u>\$ 173,120</u>	<u>\$ 85,726</u>
Expenditures:			
Tax Transfer to Master District	\$ 214,040	\$ 39,662	\$ 8,691
Legal Fees	22,047	18,440	13,271
Audit Fees	5,500	4,000	-
Accounting Fees	24,434	20,554	21,945
Engineering Fees	6,442	4,988	4,795
Management Fees	9,910	9,287	8,918
Fiscal Fees	1,500		
Director Salaries and Payroll Taxes	6,782	7,589	8,720
Insurance	1,438	1,358	1,365
Tax Assessor/Collector	9,177	1,722	307
Printing and Office Supplies	842	850	394
Postage and Delivery	167	239	236
Legal Notices	1,510	1,040	1,457
Travel	2,430	365	1,352
Total Expenditures	<u>\$ 306,219</u>	<u>\$ 110,094</u>	<u>\$ 71,451</u>
Transfer (to) Other Funds	<u>-</u>	<u>-</u>	<u>-</u>
Change in Net Position	<u>\$ 288,207</u>	<u>\$ 63,026</u>	<u>\$ 14,275</u>
Fund Balance/Net Position - Beginning	<u>137,905</u>	<u>74,879</u>	<u>60,604</u>
Fund Balance/Net Position - Ending	<u>\$ 426,112</u>	<u>\$ 137,905</u>	<u>\$ 74,879</u>

PRO-FORMA DEBT SERVICE REQUIREMENTS ⁽¹⁾

Fiscal Year Ending, 30-Sep	Outstanding Debt Service	The Bonds ⁽¹⁾			Total Debt Service
		Principal	Interest	Total	
2023	\$ 704,597	\$ -	\$ -	\$ -	\$ 704,597
2024	706,558	-	162,750	162,750	869,308
2025	712,664	60,000	162,750	222,750	935,414
2026	712,551	60,000	159,600	219,600	932,151
2027	712,201	65,000	156,450	221,450	933,651
2028	715,733	65,000	153,038	218,038	933,770
2029	713,826	70,000	149,625	219,625	933,451
2030	716,683	70,000	145,950	215,950	932,633
2031	719,101	75,000	142,275	217,275	936,376
2032	716,083	80,000	138,338	218,338	934,420
2033	717,826	85,000	134,138	219,138	936,964
2034	719,133	85,000	129,675	214,675	933,808
2035	720,001	90,000	125,213	215,213	935,214
2036	720,433	95,000	120,488	215,488	935,920
2037	725,426	95,000	115,500	210,500	935,926
2038	724,783	100,000	110,513	210,513	935,295
2039	723,783	105,000	105,263	210,263	934,045
2040	727,008	105,000	99,750	204,750	931,758
2041	729,583	110,000	94,238	204,238	933,820
2042	726,583	120,000	88,463	208,463	935,045
2043	728,208	125,000	82,163	207,163	935,370
2044	729,258	130,000	75,600	205,600	934,858
2045	729,530	135,000	68,775	203,775	933,305
2046	734,220	140,000	61,688	201,688	935,908
2047	733,200	145,000	54,338	199,338	932,538
2048	-	890,000	46,725	936,725	936,725
Total	<u>\$ 18,018,967</u>	<u>\$ 3,100,000</u>	<u>\$ 2,883,300</u>	<u>\$ 5,983,300</u>	<u>\$ 24,002,267</u>
Average Annual Debt Service (2023-2048).					\$ 923,164
Maximum Annual Debt Service (2033).					\$ 936,964

(1) Preliminary, subject to change. Interest on the Bonds calculated at a rate of 5.250% for purposes of illustration only.

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LEGAL MATTERS

Legal Proceedings

Issuance of the Bonds is subject to the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax levied, without legal limit as to rate or amount, upon all taxable property within the District. Issuance of the Bonds is also subject to the legal opinion of Bond Counsel, based upon examination of a transcript of the proceedings incident to authorization and issuance of the Bonds, to the effect that the Bonds are valid and binding obligations of the District payable from the sources and enforceable in accordance with the terms and conditions described therein, except to the extent that the enforceability thereof may be affected by governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principles of equity. Bond Counsel's legal opinion will also address the matters described below under "TAX EXEMPTION". Such opinions will express no opinion with respect to the sufficiency of the security for or the marketability of the Bonds. In connection with the issuance of the Bonds, Bond Counsel has been engaged by, and only represents, the District.

The legal fees to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of Bonds actually issued, sold and delivered, and therefore, such fees are contingent upon the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Bond Counsel has reviewed the information appearing in this Official Statement under "THE BONDS," "THE DISTRICT – General" (excluding the last paragraph thereof), "MANAGEMENT – Bond Counsel," "TAX PROCEDURES," "LEGAL MATTERS – Legal Proceedings" (insofar as such section relates to the legal opinion of Bond Counsel), "TAX EXEMPTION" (insofar as such section relates to the legal opinion of Bond Counsel), and "CONTINUING DISCLOSURE OF INFORMATION" (except under the subheading "Compliance with Prior Undertakings") solely to determine if such information, insofar as it relates to matters of law, is true and correct, and whether such information fairly summarizes the provisions of the documents referred to therein. Bond Counsel has not, however, independently verified any of the factual information contained in this Official Statement nor has it conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon Bond Counsel's limited participation as an assumption of responsibility for or an expression of opinion of any kind with regard to the accuracy or completeness of any information contained herein.

No Material Adverse Change

The obligations of the Initial Purchaser to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the District from that set forth or contemplated in the Preliminary Official Statement as amended or supplemented through the date of sale.

No-Litigation Certificate

The District will furnish the Initial Purchaser a certificate, executed by both the President and Secretary of the Board, and dated as of the date of delivery of the Bonds, to the effect that no litigation of any nature is pending, or to its knowledge threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the levy, assessment and collection of ad valorem taxes to pay the interest or the principal of the Bonds; in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds; or affecting the validity of the Bonds or the title of the present officers of the District.

TAX EXEMPTION

Opinion

On the date of initial delivery of the Bonds, Bond Counsel will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof (“Existing Law”), (1) interest on the Bonds for federal income tax purposes will be excludable from the “gross income” of the holders thereof and (2) the Bonds will not be treated as “specified private activity bonds” the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Code. Except as stated above, Bond Counsel to the District will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See “APPENDIX B – Form of Bond Counsel’s Opinion.”

In rendering its opinion, Bond Counsel to the District will rely upon (a) the District's federal tax certificate and (b) covenants of the District with respect to arbitrage, the application of the proceeds to be received from the issuance and sale of the Bonds and certain other matters. Failure of the District to comply with these representations or covenants could cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel is conditioned on compliance by the District with the covenants and the requirements described in the preceding paragraph, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. The Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the District with respect to the Bonds or the facilities financed or refinanced with the proceeds of the Bonds. Bond Counsel’s opinion represents its legal judgment based upon its review of Existing Law and the representations of the District that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an audit is commenced, under current procedures the Internal Revenue Service is likely to treat the District as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the “Original Issue Discount Bonds”). In such event, the difference between (i) the “stated redemption price at maturity” of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The “stated redemption price at maturity” means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE Bonds.

Interest on the Bonds may be includable in certain corporations' "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount Bonds" to the extent such gain does not exceed the accrued market discount of such Bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Information Reporting and Backup Withholding

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Qualified Tax-Exempt Obligations for Financial Institutions

Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a “financial institution,” on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer’s taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a “financial institution” allocable to tax-exempt obligations, other than “private activity bonds,” that are designated by a “qualified small issuer” as “qualified tax-exempt obligations.” A “qualified small issuer” is any governmental issuer (together with any “on-behalf of” and “subordinate” issuers) who issues no more than \$10,000,000 of tax-exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term “financial institution” as any “bank” described in section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person’s trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to “qualified tax-exempt obligations” provided by section 265(b) of the Code, section 291 of the Code provides that the allowable deduction to a “bank”, as defined in section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase “qualified tax-exempt obligations” shall be reduced by twenty-percent (20%) as a “financial institution preference item.”

The District expects to designate the Bonds as “qualified tax-exempt obligations” within the meaning of section 265(b) of the Code. In furtherance of that designation, the District will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as “qualified tax-exempt obligations”. **Potential purchasers should be aware that if the issue price to the public exceeds \$10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of \$10,000,000 is disregarded; however the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the \$10,000,000 limitation and the Bonds would not be “qualified tax-exempt obligations.”**

(The remainder of this page intentionally left blank)

SALE AND DISTRIBUTION OF THE BONDS

Award of the Bonds

After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net interest cost, which bid was tendered by _____ (the “Initial Purchaser”) bearing the interest rates shown on the cover page hereof, at a price of _____% of the principal amount thereof which resulted in a net effective interest rate of _____% as calculated pursuant to Chapter 1204 of the Texas Government Code, as amended.

Prices and Marketability

The delivery of the Bonds is conditioned upon the receipt by the District of a certificate executed and delivered by the Initial Purchaser on or before the date of delivery of the Bonds stating the prices at which the Bonds have been offered for sale to the public. For this purpose, the term “public” shall not include any person who is a bond house, broker, or similar person acting in the capacity of initial purchaser or wholesaler. Otherwise, the District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds. Information concerning reoffering yields or prices is the responsibility of the Initial Purchaser.

The prices and other terms with respect to the offering and sale of the Bonds may be changed at any time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold, or traded in the secondary market. Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that any such secondary market would not be disrupted by other economic events. See “RISK FACTORS – Marketability.”

Securities Laws

No registration statement relating to the offer and sale of the Bonds has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

Ratings

An application for a rating on the Bonds has been made.

PREPARATION OF OFFICIAL STATEMENT

Sources and Compilation of Information

The financial data and other information contained in this Official Statement has been obtained primarily from the District's records, the Developer, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from certain other sources. All of these sources are believed to be reliable, but no guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and its inclusion herein is not to be construed as a representation on the part of the District except as described below under “Certification of Official Statement.” Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

Financial Advisor

Hilltop Securities, Inc., (“HilltopSecurities”) is employed as the Financial Advisor to the District to render certain professional services, including advising the District on a plan of financing and preparing the Official Statement. In its capacity as Financial Advisor, HilltopSecurities has compiled and edited this Official Statement. In addition to compiling and editing, the Financial Advisor has obtained the information set forth herein under the caption indicated from the following sources:

“THE DISTRICT” – the Developer; TRE & Associates, LLC (“Engineer”), and records of the District (“Records”); “THE DEVELOPER” - Developer; “THE SYSTEM” - Engineer; “UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED” - Records; “FINANCIAL STATEMENT” - District records; “ESTIMATED OVERLAPPING DEBT STATEMENT” - Municipal Advisory Council of Texas and Financial Advisor; “TAX DATA” - City of El Paso Tax Assessor/Collector; “MANAGEMENT” - District General Counsel; “PRO-FORMA DEBT SERVICE REQUIREMENTS” - Financial Advisor; “THE BONDS,” “LEGAL MATTERS,” and “TAX EXEMPTION” - McCall, Parkhurst & Horton L.L.P.

The Financial Advisor has provided the following sentence for inclusion in this official statement. The Financial Advisor has reviewed the information in this official statement in accordance with, and as part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Consultants

In approving this Official Statement, the District has relied upon the following consultants.

Engineer: The information contained in this Official Statement relating to engineering matters and to the description of the System and in particular that information included in the sections entitled “THE DISTRICT” and “THE SYSTEM” has been provided by TRE & Associates, LLC, Consulting Engineers, and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

Appraisal District: The information contained in this Official Statement relating to the assessed valuations has been provided by the El Paso Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in El Paso County, including the District.

Tax Assessor/Collector: The information contained in this Official Statement relating to the historical breakdown of the Assessed Valuations, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by the El Paso Central Appraisal District and the City of El Paso Tax Assessor/Collector and is included herein in reliance upon their respective authority as experts in assessing and collecting taxes.

Auditor: The District’s financial statements for the fiscal year ending September 30, 2022 have been audited by West, Davis & Company, LLP. See “APPENDIX A” for a copy of the District’s September 30, 2022, audited financial statements.

Updating the Official Statement

If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser, of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to so amend or supplement the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the District's obligations hereunder will extend for an additional period of time as required by law (but not more than 90 days after the date the District delivers the Bonds).

Certification of Official Statement

The District, acting through its Board of Directors in its official capacity, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the District and its affairs contained herein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they are made, not misleading. With respect to information included in this Official Statement other than that relating to the District, the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District. In rendering such certificate, the official executing this certificate may state that he has relied in part on his examination of records of the District relating to matters within his own area of responsibility, and his discussions with, or certificates or correspondence signed by, certain other officials, employees, consultants and representatives of the District.

Official Statement “Deemed Final”

For purposes of compliance with Rule 15c2-12, this document, as the same may be supplemental or corrected by the District from time-to-time, may be treated as an official statement with respect to the Bonds described herein “deemed final” by the District as of the date hereof (or of any such supplement or correction).

The Official Statement, when further supplemented by adding information specifying the interest rates and certain other information relating to the Bonds, shall constitute a “final official statement” of the District with respect to the Bonds as that term is defined in Rule 15c2-12.

CONTINUING DISCLOSURE OF INFORMATION

The District in the Bond Resolution made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the District has agreed to provide or cause to be provided certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board (“MSRB”) or to any successor to its functions as a repository through its Electronic Municipal Market Access (“EMMA”) system.

Annual Reports

The District will provide certain financial information and operating data annually to the MSRB. The financial information and operating data which will be provided with respect to the District will be the District’s audited financial statements and supplemental schedules as found in “APPENDIX A - District Audited Financial Statements for Fiscal Year Ended September 30, 2022.” The District will update and provide this information within six months after the end of each of its fiscal years. The District will provide the updated information to the MSRB or any successor to its functions as a repository through the EMMA system. Any information concerning the District so provided shall be prepared in accordance with generally accepted auditing standards or other such principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited if the audit report is completed within the period during which it must be provided. If the audited financial statements of the District are not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six month period, and audited financial statements when the audited financial statements becomes available.

The District's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

Notice of Certain Events

The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person within the meaning of Rule 15c2-

12; (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For these purposes, any event described in clause (12) of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer of the District in a proceeding under the United States Bankruptcy Court or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District in possession but subject to the supervision and orders of a court of governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

For the purposes of the events described in clauses (15) and (16) of the preceding paragraph, the term “Financial Obligation” is defined in the Bond Resolution to mean (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, and existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule. The Bond Resolution further provides that the District intends the words in such clauses (15) and (16) in the preceding paragraph and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 29, 2018.

The District will provide notice of the aforementioned events to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event). The District will also provide timely notice of any failure by the District to provide annual financial information in accordance with its agreement described above under “Annual Reports.”

Availability of Information from MSRB

The District has agreed to provide the foregoing information only to the MSRB. The MSRB makes the information available to the public without charge through its EMMA internet portal at www.emma.msrb.org.

Limitations and Amendments

The District has agreed to update information and to provide notices of material events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if the agreement, as amended, would have permitted an initial purchaser to purchase or sell Bonds in the offering made hereby in compliance with Rule 15c2-12, taking into account any amendments or interpretations of Rule 15c2-12 to the date of such amendment, as well as such changed circumstances, and either the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The District may also amend or repeal the agreement in the Bond Resolution if the SEC amends or repeals the applicable provisions of Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Initial Purchaser from lawfully purchasing the Bonds in the offering described herein.

If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

The District previously entered into two agreements to provide annual financial information pursuant to Rule 15c2-12, beginning with such information for the fiscal year ended September 30, 2021. The District has complied in all material respects with such agreements.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendix hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

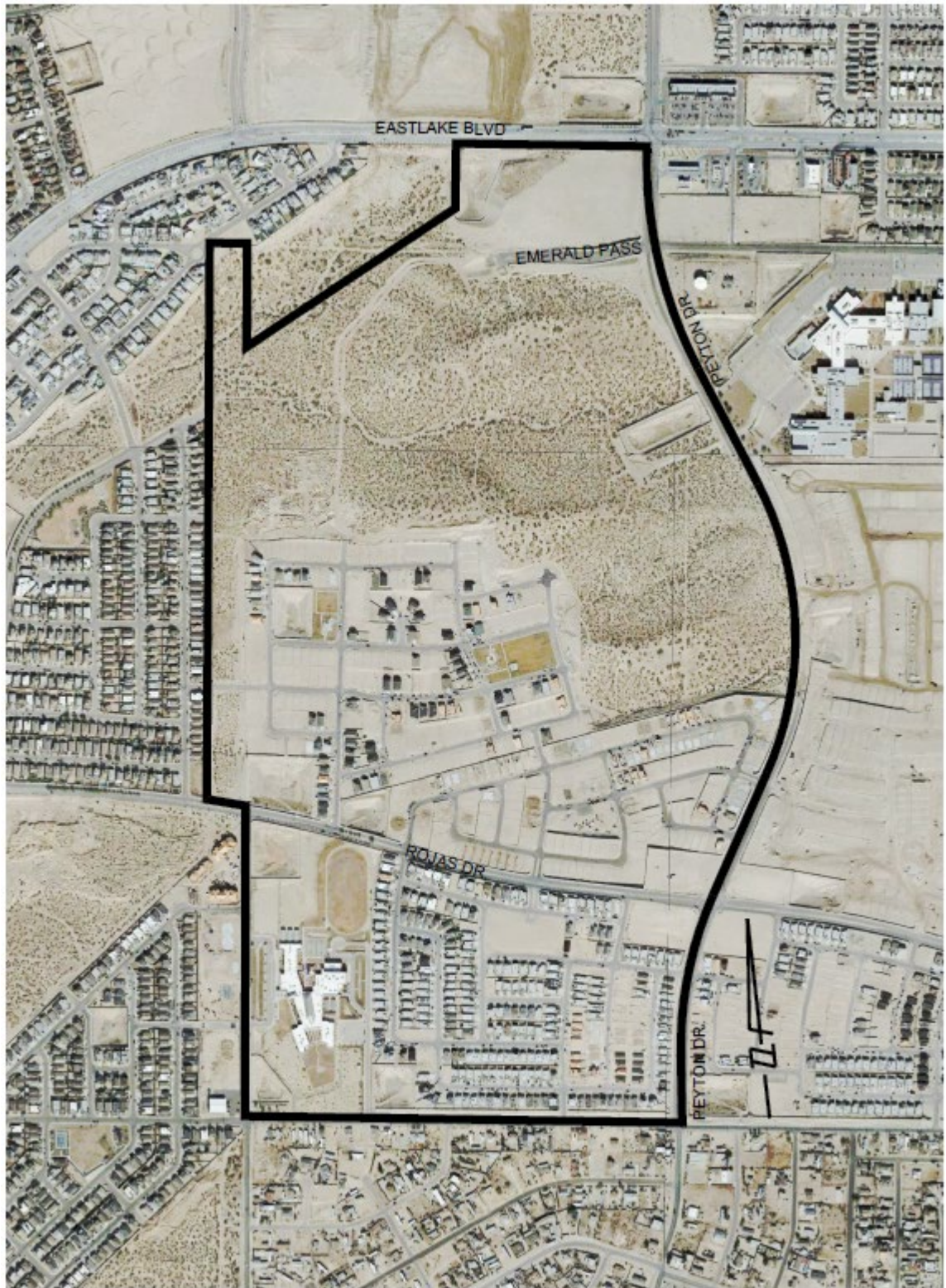
This Official Statement was approved by the Board of Directors of Paseo del Este Municipal Utility District No. 6, as of the date shown on the cover page.

/s/ _____
President, Board of Directors
Paseo del Este Municipal Utility District No. 6

ATTEST:

/s/ _____
Secretary, Board of Directors
Paseo del Este Municipal Utility District No. 6

AERIAL PHOTOGRAPH
(Approximate boundaries)



PHOTOGRAPHS

The following photographs were taken in the District on June 6, 2023, solely to illustrate the type of improvements which have been constructed in the District. The District cannot predict if any additional improvements will be constructed in the future.





APPENDIX A

District Audited Financial Statements for the fiscal year ended September 30, 2022

APPENDIX B

Form of Bond Counsel's Opinion



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1144, **Version:** 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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.

Presentation, discussion, and action on Short-Term Rental public outreach meetings to include the Greater El Paso Realtor Association, El Paso Chamber, and The El Paso Short-term Rental Alliance.

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

AGENDA DATE: August 29, 2023

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

K. Nicole Cote, Managing Director, City Manager's Office (915) 212-1092
Ernesto Garcia, Greater El Paso Association of REALTORS, 915-783-6079
Nicolette Ruiz, El Paso Chamber, 915-534-0500
Heidy Seoenz, El Paso Short-term Rental Alliance

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT: Presentation, discussion and action of Short-term Rentals public outreach meetings to include the Greater El Paso Realtor Association, El Paso Chamber and the El Paso Short-term Rental Alliance.

BACKGROUND / DISCUSSION:

CFT Update – Short-term Rental Ordinance presented on January 18, 2023

PRIOR COUNCIL ACTION: N/A

—

AMOUNT AND SOURCE OF FUNDING: N/A

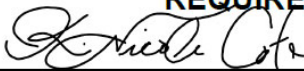
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:



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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1177, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

City Attorney's Office, Donald C. Davie, (915) 212-0033

AGENDA LANGUAGE:

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

Discussion and action on Texas Gas Service GRIP Reimbursement - Show Cause Hearing; HQ#UTILITY-13.

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

AGENDA DATE: August 29, 2023
PUBLIC HEARING DATE: August 29, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Donald C. Davie, Assistant City Attorney

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL:

SUBJECT:

Texas Gas Service GRIP Reimbursement – SHOW CAUSE HEARING

BACKGROUND / DISCUSSION:

The City of El Paso has exclusive original jurisdiction over rates, operations and services of Texas Gas Service Company, a division of OneGas (TGS) in the City to ensure TGS' rates are fair, just and reasonable. On March 11, 2022 TGS filed a request with the City for an interim rate increase. On June 22, 2022, the City Council denied the requested interim increase. TGS subsequently appealed that denial to the Railroad Commission of Texas (RRC). The RRC granted TGS' appeal and approved rates for bills rendered on or after August 30, 2022. During the pendency of the appeal, TGS began charging the interim rate increase without authorization from City Council or the RRC. On June 17, 2023 the City Council passed a motion ordering TGS to appear before them on August 29, 2023 to show cause why it should not immediately refund revenues collected from charges between July 1, 2022 and August 30, 2022.

PRIOR COUNCIL ACTION:

June 22, 2022 – City Council denied requested interim rate increase
July 17, 2023 – City Council passed a motion ordering TGS to appear and show cause

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: City Attorney's Office

SECONDARY DEPARTMENT:

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

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

CITY ATTORNEY: _____

DATE: 8/17/2023

Revised 04/09/2021

August 21, 2023

Laura D. Prine
City Clerk
City of El Paso
300 N. Campbell
El Paso, Texas 79901

Re: Texas Gas Service Company – Gas Reliability Infrastructure Program (GRIP)
Interim Rate Adjustment 2022 and City of El Paso’s Show Cause Order

Dear Ms. Prine:

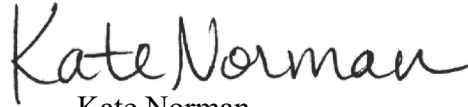
Texas Gas Service Company, a Division of ONE Gas, Inc., (“TGS” or the “Company”) received the City of El Paso’s Motion ordering TGS to Show Cause, dated July 17, 2023 (“Show Cause Order”) and a related cover letter from the City Attorney’s Office, dated July 18, 2023. In response, TGS submits the attached materials that address why the Company’s collection of Gas Reliability Infrastructure Program (“GRIP”) revenues from City customers between July 1, 2022, and August 30, 2022, was lawful. The materials include:

- A Memo explaining the factual context and legal basis for the Company’s actions;
- An affidavit from Jeffrey J. Husen, Vice President of Rates and Regulatory for ONE Gas, Inc., attesting to the facts contained in the Memo;
- A copy of the GRIP Statute (Texas Utilities Code § 104.301);
- A copy of the Texas Supreme Court Decision in *Atmos Energy Corp. v. Cities of Allen*; and
- A timeline of relevant rate case and GRIP filings, as well as decisions from the City and the Railroad Commission of Texas related to those filings.

Finally, Company representatives will attend the City Council meeting on August 29, 2023, as directed in the City’s Show Cause Order. TGS looks forward to the opportunity to engage in further dialogue with the City about these important issues.

If there are any additional materials the Company can provide or questions it can answer, please do not hesitate to contact me.

Best regards,

A handwritten signature in black ink that reads "Kate Norman". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Kate Norman
Attorney for TGS

KWN:ssm
Enclosures

cc: Don Davie, City Attorney's Office

RECEIVED

By City Clerk's Office at 12:29 pm, Aug 21, 2023

**Response of Texas Gas Service Company, a Division of ONE Gas, Inc., Regarding
Requirement to Show Cause Why Gas Reliability Infrastructure Program Revenues
Collected During Summer 2022 Should Not be Refunded**

I. INTRODUCTION

Texas Gas Service Company, a Division of ONE Gas, Inc., (“TGS” or the “Company”) acknowledges receipt of the City of El Paso’s (“El Paso” or “City”) Motion ordering TGS to Show Cause dated July 17, 2023 (“Show Cause Order”) and a related cover letter from the City Attorney’s Office dated July 18, 2023. In addition to providing this memo, the Company confirms it will appear at the City’s August 29, 2023, city council meeting as directed by the Show Cause Order.

Every year, TGS invests capital in its system—including in the service area in which the City is located—to respond to growth, to relocate facilities due to requests from local governmental authorities, and to replace aging infrastructure. The goal of TGS’s investment is simple: to maintain a safe and reliable natural gas system. TGS is permitted by law to recover annual capital investment through interim rate adjustment (“IRA”) filings, also commonly referred to as Gas Reliability Infrastructure Program (“GRIP”) filings.¹ It is the GRIP filing TGS made with the City on March 11, 2022, and subsequently denied by the City on June 22, 2022, that is the subject of the City’s Show Cause Order. More specifically, the Show Cause Order states that the Company “started charging its requested rates for bills rendered between July 1, 2022 and August 30, 2022, without authorization by law or from any regulatory authority.”² TGS disagrees with the City’s conclusion and interpretation of Texas Utilities Code (“Tex. Util. Code”) § 104.301 (the “GRIP Statute”), which is the subject of this memo.

In this memo, TGS provides a brief review of the relevant GRIP requirements and an analysis supporting the lawfulness of TGS’s implementation of the Commission-approved GRIP rate between July 1, 2022 and August 30, 2022 based on the facts that: (1) the filing was consistent with the GRIP Statute, Texas Supreme Court precedent, Railroad Commission of Texas (“Commission”) orders, and statutory prohibitions on unreasonable rate discrimination; and, (2) the rate the Company charged during that period was properly calculated pursuant to the GRIP Statute.

¹ The terms “IRA” and “GRIP” are commonly used interchangeably. However, for the sake of clarity, the Company will refer to them both simply as “GRIP” where possible in this memorandum.

² City of El Paso’s Show Cause Motion at 2 (Jul. 17, 2023).

II. BRIEF REVIEW OF THE GRIP

A. Purpose

The Texas Interim Adjustment for Changes in Investment (“GRIP”) statute is found in the Tex. Util. Code at § 104.301. The legislative purpose behind the GRIP statute was to provide utilities with a defined time period during which the utility could increase its rates to account for new, annual capital investments in infrastructure without having to file a full base rate case, thus encouraging utilities to invest in Texas’s gas pipeline infrastructure in the face of continuing growth in the state and a desire to enhance safety by replacing aging facilities.³

B. Filing Requirements

The statute permitting gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for an interim rate adjustment does not contemplate either adjudicative hearings or substantive review of utilities’ filings for interim rate adjustments. Instead, to maintain the expedited nature of the GRIP process, the statute provided only for a ministerial review of filings.⁴ In addition, a GRIP filing does not constitute a contested case.⁵

A utility desiring to implement an interim rate adjustment under the GRIP Statute must file its first GRIP application within two years of its most recent full rate case. The filed application shall include an adjustment allocated among the gas utility’s classes of customers in the same manner as the cost of service was allocated among classes of customers in the utility’s latest effective rates for the area in which the tariff or rate schedule is implemented.⁶ The gas utility shall file the tariff or rate schedule, or the annual adjustment under Subsection (c) of the GRIP Statute, with the regulatory authority at least 60 days before the proposed implementation date of the tariff, rate schedule, or annual adjustment.⁷

³ See generally *Tex. Coast Utilities Coal v. R.R. Comm’n of Tex.*, 423 S.W.3d 355, 365 (Tex. 2014).

⁴ See also *Atmos Energy Corp. v. Cities of Allen*, 353 S.W.3d 156, 163 (Tex. 2011).

⁵ *Id.* at 161.

⁶ Tex. Util. Code § 104.301(a).

⁷ *Id.*

C. Rates Subject to Refund

Any amounts collected through GRIP are subject to refund to the extent the interim recovery of infrastructure investments is later disallowed by the regulator at the next base rate case.⁸

III. REQUIRED RATE CASES AND GRIP FILINGS

A. Relevant GRIP Filings (Following 2016 Rate Case)

As authorized by the GRIP Statute, the Company made several GRIP filings following a full West Texas Service Area (“WTSA”) base rate case filed in 2016 and the issuance of the Commission’s Final Order in the case, which was docketed as GUD No. 10506.⁹ Specifically:

- In accordance with the GRIP Statute, TGS filed WTSA GRIP adjustments in:
 - 2017 (First IRA),¹⁰
 - 2018 (Second IRA),¹¹
 - 2019 (Third IRA),¹²
 - 2020 (Fourth IRA),¹³
 - 2021 (Fifth IRA),¹⁴ and

⁸ Tex. Util. Code § 104.301(a).

⁹ *Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Gas Utility Rates within the Unincorporated Areas of the El Paso Service Area (EPSA), Permian Service Area (PSA), and Dell City Service Area (DCSA)*, GUD No. 10506, Final Order (Sept. 27, 2016); *see also* Order Denying Motions for Rehearing (Nov. 15, 2016).

¹⁰ *Application of Texas Gas Service Company for Test Year 2016 Annual Interim Rate Adjustment for the Unincorporated Areas of the West Texas Service Area*, GUD No. 10612, IRA Application (Mar. 15, 2017) and Texas Gas Service Company, a division of ONE Gas, Inc.’s 2016 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the West Texas Service Area, Application Letter (Mar. 15, 2017). Each IRA was filed with all of the cities within the WTSA: City of Andrews, Anthony, Barstow, Cling, Crane, Dell City, El Paso, Horizon City, McCamey, Monahans, Pecos, Pyote, San Elizario, Socorro, Thorntonville, Vinton, Wicket, and Wink. The WTSA municipalities were later consolidated and are now part of the WNSA.

¹¹ *Application filed by Texas Gas Service Company for Test Year 2017 Annual Interim Rate Adjustment For the Unincorporated Areas of the West Texas Service Area*, GUD No. 10710, IRA Application (Mar. 15, 2018) and Texas Gas Service Company, a division of ONE Gas, Inc.’s 2017 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the West Texas Service Area, Application Letter (Mar. 15, 2018).

¹² *Application of Texas Gas Service Company for Test Year 2018 Annual Interim Rate Adjustment for the Unincorporated Areas of the West Texas Service Area*, GUD No. 10830, IRA Application (Mar. 14, 2019) and Texas Gas Service Company, a division of ONE Gas, Inc.’s 2018 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the West Texas Service Area, Application Letter (Mar. 14, 2019).

¹³ *Application of Texas Gas Service Company for Test Year 2019 Annual Interim Rate Adjustment for the Unincorporated Areas of the West Texas Service Area*, GUD No. 10955, IRA Application (Mar. 13, 2020) and Texas Gas Service Company, a Division of ONE Gas, Inc.’s 2019 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the West Texas Service Area, Application Letter (Mar. 13, 2020).

¹⁴ *Application of Texas Gas Service Company for Test Year 2020 Annual Interim Rate Adjustment for the Unincorporated Areas of the West Texas Service Area*, Case No. 00006161, IRA Application (Mar. 12, 2021) and Texas Gas Service Company, a Division of ONE Gas, Inc.’s 2021 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the West Texas Service Area, Application Letter (Mar. 12, 2021).

○ 2022 (Sixth IRA).¹⁵

The Show Cause Order focuses on the Company's 2022 GRIP ("Sixth IRA") filed with El Paso on March 11, 2022, pursuant to the GRIP Statute. On the same day, the Company made an identical filing with all other municipalities in the then-existing WTSA and with the Commission for the environs areas of the WTSA.¹⁶

On March 17, 2022, the Commission suspended the implementation of TGS's proposed WTSA environs IRA.¹⁷ On April 11, 2022, El Paso suspended the implementation of the requested GRIP rates. On June 22, 2022, El Paso denied the requested IRA adjustment through a Motion that provided no explanation or reason for the City's decision. On June 28, 2022, the Commission approved the WTSA environs IRA, based on the same information TGS filed with the El Paso in the Sixth IRA.¹⁸ All of the other cities in the WTSA either approved the IRA request or took no action on the IRA application.¹⁹

On July 1, 2022, TGS implemented the Commission-approved IRA rates in all areas of the then-existing WTSA, including within the City.²⁰ The Commission-approved IRA rates were lower than the rates requested in the initial application due to adjustments the Commission identified during its review of the GRIP filing.²¹ In accordance with Commission Rule § 7.315, TGS filed tariffs reflecting the adjusted, approved rates with the Commission on July 7, 2022.²² Also, in accordance with that rule, the tariff was then deemed accepted.²³

¹⁵ *Application of Texas Gas Service Company for Test Year 2021 Annual Interim Rate Adjustment for the Unincorporated Areas of the West Texas Service Area*, Case No. 00008972, IRA Application (Mar. 11, 2022) and Texas Gas Service Company, a Division of ONE Gas, Inc.'s 2021 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the West Texas Service Area, Application Letter (Mar. 11, 2022).

¹⁶ In 2022, the City of El Paso was part of the Company's WTSA. In *Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc., to Change Gas Utility Rates within the Unincorporated Areas of the West Texas Service Area, North Texas Service Area, and the Borger Skellytown Service Area*, Docket No. OS-22-00009896, consol., Final Order (Jan. 18, 2023), the Commission approved the creation of the West North Service Area, which is the combination of the former WTSA, North Texas Service Area and Borger Skellytown Service Area.

¹⁷ Case No. 00008972, IRA Order at Findings of Fact ("FoF") 6 (Jun. 28, 2022).

¹⁸ *Id.* at FoF 13.

¹⁹ *Petition for Review of Municipal Rate Action of the City of El Paso Regarding Texas Gas Service Company, a Division of ONE Gas, Inc.'s Interim Rate Adjustment for Calendar Year 2021*, Case No. 00010195, IRA Order at FoF 21 (Aug. 30, 2022).

²⁰ Contrary to a statement in the Show Cause Order, TGS did not implement the "requested GRIP rates." Instead, the Company implemented the adjusted rates as approved by the Commission on June 28, 2022.

²¹ Tex. Util. Code § 104.301(a); 16 Texas Administrative Code ("TAC") § 7.7101(j).

²² 16 TAC § 7.315(e) ("Each tariff filing shall be subject to review by Gas Services. If Gas Services takes no action on a tariff filing on or before the 30th day after the filing is filed, the tariff is deemed accepted.").

²³ *Id.*

On July 22, 2022, TGS filed an appeal with the Commission of the City’s action denying the Sixth IRA. That case was docketed as Case No. 00010195. On August 30, 2022, the Commission issued an Interim Rate Adjustment Order that granted the appeal and approved the IRA application, finding that TGS had complied with the GRIP statute.²⁴

B. Required Subsequent Rate Case (Contested Case)

As required by subsection (h) of the GRIP Statute, TGS was required to file a rate case after the Sixth IRA, which it did. On June 30, 2022, the Company filed a rate case with all WTSA cities, including El Paso, as well as other affected cities and the Commission for the environs areas. The case was docketed as Docket No. OS-22-00009896. The City intervened and was an active participant in the case.

As part of that 2022 rate case, TGS was required to include the capital investment amounts contained in each annual GRIP filing, which it did. TGS requested a final determination as to the prudence, reasonableness and necessity of that GRIP investment.²⁵ The Commission considered all of the GRIP investment and made the following findings of fact and conclusions of law:²⁶

Review for Reasonableness and Prudence

- 111. Capital Investment in the WNSA made through December 31, 2021, with the exception of \$44,725 related to Rule 8.209 amounts included in prior GRIP filings, were just, reasonable and prudent.
- 112. Refunds in the amount of \$149,846 are just and reasonable for the incorrect Rule 8.209 amounts included in prior GRIP filings.

Review of Reasonableness and Prudence

- 28. Capital investment in the WNSA made through December 31, 2021, was reasonable and prudent and consistent with GURA Chapter 104 (Rates and Services) and Commission Rule 7.7101 (Interim Rate Adjustments), except for \$44,725 related to the Rule 8.209 Regulatory Asset balances included in prior GRIP filings.

Subsection (a) of the GRIP Statute explains that:

After the issuance of a final order or decision by a regulatory authority in a rate case that is filed after the implementation of a tariff or rate schedule under this section, any change in investment that has been

²⁴ Case No. 00010195, IRA Order.

²⁵ Docket No. OS-22-00009896, Direct Testimony of Shantel Norman.

²⁶ *Id.*, Final Order at FoF 111-112 and Conclusions of Law (“CoL”) 28. Note that TGS requested consolidation of the WTSA and two other service areas in the rate case, which the Commission approved. The newly combined service area is called the “West North Service Area.”

included in an interim adjustment in accordance with the tariff or rate schedule under this section shall no longer be subject to subsequent review for reasonableness or prudence. Until the issuance of a final order or decision by a regulatory authority in a rate case that is filed after the implementation of a tariff or rate schedule under this section, all amounts collected under the tariff or rate schedule before the filing of the rate case are subject to refund.

Thus, the Commission's final order in Docket No. OS-22-00009896 addressed with finality the capital investment amount and related rates for the Company's Sixth IRA. Therefore, as explained further below, the City's Show Cause Order improperly challenges GRIP revenues that are no longer subject to review for potential refunds.

IV. TGS'S ACTIONS WERE LAWFUL

TGS should not be required to refund GRIP revenues collected between July 1, 2022, and August 30, 2022, with interest, because its actions were lawful for two broad reasons:

1. Legal Grounds: The Company charged the appropriate GRIP rate following the City's unlawful denial of the Company's GRIP filing, which allowed TGS to avoid unreasonably preferential behavior for the benefit of El Paso customers. The City's denial action fails to give effect to the express language of the GRIP Statute and Commission and Texas Supreme Court precedent that unequivocally establish that a utility is permitted to implement a properly calculated GRIP rate adjustment; and
2. Sixth IRA Rate Calculation Was Proper: The GRIP rate the Company charged was properly calculated in accordance with the requirements in the GRIP Statute, as confirmed by the Commission twice; first in an order approving a GRIP rate for the WTSA environs areas based on the same information TGS provided to the City in the GRIP filing made on March 11, 2022, and again in an order on appeal of the City's denial action.²⁷ In addition, El Paso had the opportunity to address any refund issues in Docket No. OS-22-00009896, the rate case following the Sixth IRA; it did not do so, and the Commission approved with finality the reasonableness of the investment in the IRA filing the City now challenges.

²⁷ Case No. 00008972, IRA Application; On appeal from the City's GRIP denial action, the Commission approved the same GRIP rate to be charged within the City of El Paso. *Petition for Review of Municipal Rate Action of the City of El Paso Regarding Texas Gas Service Company, a Division of ONE Gas, Inc.'s Interim Rate Adjustment for Calendar Year 2021*, Case No. 00010195, IRA Order at Ordering Paragraph 1.

In the analysis that follows, TGS provides further support and explanation for the legal basis supporting the implementation of the GRIP rate starting on July 1, 2022, as well as addressing issues related to the calculation of the GRIP rate.

A. The City’s Denial was Unlawful because it was Contrary to the GRIP Statute and Texas Supreme Court Precedent.

The GRIP Statute does not authorize a city to deny an IRA request that complies with the requirements of the GRIP Statute. Accordingly, El Paso’s denial on June 22, 2022, was unlawful. The statute limits the authority of a municipality to suspending the implementation of a requested IRA for up to 45 days.²⁸ Although not explicitly stated in the statute, a regulator’s authority to suspend a filing rather than deny a filing ensures compliance with the procedural requirements of the GRIP Statute, which are designed to provide utilities with an expedited way to recover annual capital investment. Thus, during the period from the initial filing for an IRA through the end of the suspension period (105 days in total), the scope of the regulatory authority’s review is limited to an examination of compliance with the GRIP Statute. Because the Company’s filing complied with the requirements of the GRIP Statute, the City’s denial was unlawful.

After the GRIP Statute was implemented in 2003,²⁹ litigation ensued and resulted in an opinion from the Texas Supreme Court that focuses on the roles of municipal regulators and the Commission regarding GRIP filings. The court concluded that “interim GRIP filings are subject only to a ministerial review of the statutory requirements” by the regulatory authority and expressed disapproval of a city denying GRIP filings for “non-ministerial reasons.”³⁰ The court reached these conclusions after analyzing the interim nature of GRIP filings and rates and confirmed that “the legal rights, duties and privileges of affected parties” will occur in the subsequent rate case and not as part of the annual GRIP filing.³¹

The nature of the permissible review by the regulatory authority—whether a city or the Commission—as being purely ministerial is critical to the Legislature’s goals of creating the GRIP process to encourage infrastructure investment and allow for timely cost recovery.³² Yet, the

²⁸ Tex. Util. Code § 104.301(a).

²⁹ Act of May 16, 2003, 78th Leg. R.S. ch. 938, § 1, 2003 Tex. Gen. Laws 2801.

³⁰ *Atmos Energy Corp.*, 353 S.W.3d at 161, 162. In confirming the Commission’s appellate jurisdiction, the Court explained, that “[w]ithout the Commission’s appellate jurisdiction, a city could deny these filings for non-ministerial reasons, leaving a lengthy and expensive contested rate case as the only recourse to effect a rate adjustment to recoup infrastructure investment.”

³¹ *Id.* at 161.

³² See *Id.* at 157-158, 161, addressing the legislative history of the GRIP Statute, including the explanation that “[w]ithout the commission’s appellate jurisdiction, a city could deny [GRIP] filings for non-ministerial reasons,

City's denial Motion issued on June 22, 2022, does not explain the City's reasons for denial, nor did it indicate whether or to what extent the City conducted a review of the filing to determine compliance with the requirements in the GRIP Statute for calculating the appropriate rate. In this way, the City's denial was unlawful because it interfered with the requirements and process for a GRIP filing as stated in the GRIP Statute and explained by the Texas Supreme Court.

In addition, a utility may implement requested base rates in a Statement of Intent filing "by operation of law" after the statutory period has expired.³³ The same concept applies to GRIP rates. A city may take up to 105 days to review a GRIP filing. After that period expires or the regulator takes final action, there is no statutory prohibition on the utility's ability to implement a properly calculated GRIP rate. That is effectively what TGS did when it began charging the Commission-approved GRIP rate within the City on July 1, 2022. When the City passed the unlawful denial Motion on June 22, 2022, its jurisdiction over the Company's GRIP application terminated, and TGS properly implemented the Commission-approved GRIP rate several days later. To assert otherwise would, as expressed by the Texas Supreme Court, "undermine the streamlined process for implementing these interim rates for gas utilities."³⁴

B. The City's Denial Actions Thwart the Intent of the GRIP Process.

As the Texas Supreme Court has emphasized, in implementing the GRIP Statute, the Legislature intended to create an expedited process to allow utilities to more quickly recover investment than they would in the absence of GRIP by having to rely only on base rate cases.³⁵ The Texas Supreme Court specifically noted that the "statute thus created an incentive for investment in Texas' gas pipeline infrastructure to meet continuing growth in the state and to enhance safety by replacing aging facilities."³⁶ The statute was intended to remove constraints in obtaining necessary capital for new investments in gas pipeline infrastructure.³⁷ Importantly, the Court acknowledged the interim nature of GRIP rates and the fact that "the legal rights, duties and

leaving a lengthy and expensive contested rate case as the only recourse to effect a rate adjustment to recoup infrastructure investment," and withholding appellate jurisdiction from the Commission "is inconsistent with the Legislature's objective of expediting recovery of such investment as a means of encouraging infrastructure investment."

³³ Tex. Util. Code § 104.107(c).

³⁴ *Atmos Energy Corp.*, 353 S.W.3d at 162.

³⁵ *Id.* at 161.

³⁶ *Id.* at 158.

³⁷ *Id.*

privileges of the affected parties will be determined” in a subsequent, required rate case “and not in the GRIP filing.”³⁸

In contrast, the City’s general denial actions disrupt the streamlined statutory process and inject a degree of uncertainty and regulatory lag that the Legislature specifically sought to eliminate with the GRIP Statute. As the City is aware, the Sixth IRA (that is the subject of the City’s Show Cause Order) is not the only time the City has generally denied a Company GRIP adjustment in recent years. On June 21, 2021, the City denied TGS’s Fifth GRIP filing that was made in March 2021.³⁹ The City also denied the IRA filed by TGS in March 2023, which was the first IRA filing after the Final Order in Docket No. OS-22-00009896 was issued.⁴⁰ These denials are contrary to the legislative intent regarding the GRIP Statute, and both undermine and interfere with the expedited process the Legislature envisioned.⁴¹

C. Whether Refunds are Owed is an Issue that Can Only be Addressed in the Subsequent Rate Case, which has Concluded; Therefore, Such Claims are Barred by Res Judicata and Collateral Estoppel.

The GRIP Statute makes clear that due to the interim nature of GRIP filings, issues related to the finality of GRIP investment and related rates are reserved for the rate case a utility is required to file following the maximum number of GRIP filings.⁴² As noted in Sections II and III of this Memo, the focus of the Show Cause Order is the Company’s Sixth and final GRIP filing before the rate case TGS filed in June 2022. That rate case was the proper forum to consider whether any GRIP refunds were owed. In fact, the Commission ordered refunds related to Commission Rule § 8.209 amounts.⁴³ No party—including the City, which was an active participant in the rate case—raised any other GRIP refund issues during the examination of the rate case filing. Given

³⁸ *Id.* at 161.

³⁹ TGS appealed El Paso’s denial action to the Commission, and the case was docketed as *Petition for Review of Municipal Rate Action of the City of El Paso Regarding Texas Gas Service Company, a Division of ONE Gas, Inc.’s Interim Rate Adjustment for Calendar Year 2020*, Case No. 00006942. The Commission issued an order confirming TGS’s compliance with the GRIP requirements and approving the rate TGS requested. Case No. 00006942, Final Order (Aug. 3, 2021).

⁴⁰ TGS appealed the City’s denial, which case is currently pending at the Commission in *Petition for Review of Municipal Rate Actions of the Cities of Anthony, El Paso, et al. Regarding Texas Gas Service Company, a Division of One Gas, Inc.’s Interim Rate Adjustment for Calendar Year 2022*, Case No. 00014397. The Commission is scheduled to consider this case at its Open Meeting scheduled for August 22, 2023. <https://www.rrc.texas.gov/general-counsel/open-meetings/>.

⁴¹ *Atmos Energy Corp.*, 353 S.W.3d at 162.

⁴² Tex. Util. Code § 104.301(h).

⁴³ Docket No. OS-22-00009896, Final Order at FoF 112.

the finality of the Commission’s findings and conclusions of law related to the Company’s GRIP investment, the opportunity to address any refund issues has legally passed.⁴⁴

This conclusion is supported by subsection (a) in the GRIP Statute, which states:

After the issuance of a final order or decision by a regulatory authority in a rate case that is filed after the implementation of a tariff or rate schedule under this section, any change in investment that has been included in an interim adjustment in accordance with the tariff or rate schedule under this section shall no longer be subject to subsequent review for reasonableness or prudence. (Emphasis added)

In addition, the Texas Supreme Court noted that “any amounts collected as interim rate adjustments are subject to a full refund to the extent the interim recovery of infrastructure investments are later disallowed at the next rate case.”⁴⁵ The refund amounts the City has identified are not related to any investment that has been disallowed, and the Commission has already determined the reasonableness of that investment with finality.

Notably, the Commission also addressed the timing of any refund issues for the Sixth IRA in its order on appeal from El Paso’s denial action on June 22, 2022. Specifically, the Commission found:⁴⁶

55. Under 16 TEX. ADMIN. CODE § 7.7101(j), any change in investment and related expenses and revenues that have been included in any IRA shall be fully subject to review for reasonableness and prudence in the next rate case. Per 16 TEX. ADMIN. CODE § 7.7101(i), all amounts collected from customers under an IRA tariff are subject to refund until the conclusion of the next rate case.

The Commission’s finding simply mirrors the language in subsection (a) of the GRIP Statute and confirms that IRA rates are subject to refund until the end of the subsequent rate case. That rate case is now complete, so refund issues related to the Company’s Sixth IRA filing may no longer be raised.

In fact, any attempt to seek refunds related to GRIP investment that was made prior to the rate case in Docket No. OS-22-00009896, conflicts with principles of *res judicata* and *collateral estoppel* because the Commission’s order in the rate case is a prior final decision. *Res judicata*,

⁴⁴ *Id.* at FoF 111-112 and CoL 28; Tex. Util. Code § 104.301(a).

⁴⁵ *Atmos Energy Corp.*, 353 S.W.3d at 163.

⁴⁶ Case No. 00010195, IRA Order at FoF 55.

which applies to the decisions of an administrative agency,⁴⁷ prevents the adjudication of a claim in a subsequent proceeding when there is a prior final judgment on the merits issued by a court of competent jurisdiction that involves the same claims and same parties.⁴⁸ Similarly, collateral estoppel prohibits the litigation of specific issues already decided in an earlier case.⁴⁹

D. Implementing the Commission-Approved GRIP Rate While the Company’s Appeal was Pending Avoids Unlawful Rate Discrimination.

The law prohibits utility rates from being “unreasonably preferential, prejudicial, or discriminatory” and requires that a rate be “sufficient, equitable, and consistent in application to each class of consumer.”⁵⁰ By implementing the Commission-approved GRIP rate within the City starting on July 1, 2022, the Company was complying with that requirement because it started charging *all other* WTSA environs and incorporated customers the exact same rate on that day. If TGS chose not to charge El Paso customers the same GRIP rate as all other WTSA customers at that time, the Company risked engaging in unlawful preferential behavior for the benefit of El Paso customers.

E. The Commission’s Final Order in Docket No. OS-22-00009896 Related to Uncollected GRIP Revenues in Summer 2021 is not Applicable to Summer 2022 GRIP Revenues.

The City denied TGS’s Fifth IRA on June 21, 2021, which TGS appealed to the Commission. In contrast to the Company’s treatment of the 2022 GRIP rates, TGS did not implement a GRIP rate in 2021 while that appeal was pending, which means it did not collect approximately \$744,266 in revenues between June 28, 2021, and August 2, 2021.⁵¹ To be made whole for those uncollected revenues, the Company requested recovery in the following rate case, which the Commission denied. In doing so, the Commission determined that neither the GRIP Statute nor the Commission’s GRIP rule permitted “TGS to recover uncollected revenues under its IRA” from customers in the base rate proceeding.⁵² Thus, the Commission has taken the position that retroactive GRIP revenue recovery is not permitted.

⁴⁷ *Igal v. Brightstar Info. Tech. Group*, 250 S.W.3d 78, 86 (Tex. 2008); *Westheimer Indep. Sch. Dist. v. Brockett*, 567 S.W.2d 780, 789 (Tex. 1978); *Gulf States Utilities Co. v. Pub. Util. Comm’n of Tex.*, 841 S.W.2d 459, 473-474 (Tex. App.—Austin 1992, writ denied).

⁴⁸ *Igal*, 250 S.W.3d at 86 (citing *Barr v. Resolution Trust Corp. ex. Rel. Sunbelt Fed. Sav.*, 837 S.W.2d 627, 628 (Tex. 1992)).

⁴⁹ *Barr*, 837 S.W.2d at 628; *Van Dyke v. Boxwell, O’Toole, Davis & Pickering*, 697 S.W.2d 381, 384 (Tex. 1985).

⁵⁰ Tex. Util. Code § 104.003(a); *see also* Tex. Util. Code § 104.004.

⁵¹ Docket No. OS-22-00009896, Amended Proposal for Decision at 71-73 (Jan. 11, 2022).

⁵² *Id.*, Final Order at CoL 29.

A year later, to avoid that situation and to recover revenues for properly calculated GRIP investment, TGS implemented the Commission-approved GRIP rate while its 2022 appeal was pending. Factually, the two scenarios are distinct: The revenue amounts at issue for Summer 2021 were “uncollected” because the Company *did not* implement the Commission-approved GRIP rate while the appeal to the Commission was pending. In contrast, in Summer 2022, the Company *did* implement the Commission-approved GRIP rate while the appeal was pending. Accordingly, the revenues collected between July 1, 2022, and August 30, 2022, are not “uncollected revenues” like the revenues that were at issue in the rate case. Thus, the Commission’s decision related to uncollected revenues does not apply to the GRIP revenues TGS collected during Summer 2022.

F. The Decision to Implement the Commission-approved GRIP Rate between July 1, 2022 and August 30, 2022 was Lawful Because the Rate was Properly Calculated.

The Company’s actions pursuant to the GRIP Statute were lawful. The best evidence of this fact is the order issued by the Commission related to the same IRA filing that TGS made at the Commission. At the time of the Sixth IRA filing with the City, TGS made the same filing with the Commission and all municipalities within the former WTSA, asking for the same GRIP rates based on the same investment information for the entirety of the service area. The Commission approved the Company’s IRA adjustment request on June 28, 2022, finding that it complied with the GRIP Statute.⁵³ Thus, the Sixth IRA was properly calculated and implemented.

More specifically, the GRIP Statute sets out specific requirements related to procedures, notice, form, and calculation of the IRA.⁵⁴ TGS complied with all of the statutory requirements. This fact was recognized by several municipalities that allowed the rates to go into effect by operation of law. This fact was twice recognized by the Commission.

First, the Commission approved the Sixth IRA application in Case No. 00008972 and made specific findings regarding the application and proposed implementation of the IRA. Those findings are set forth in Findings of Fact Nos. 24 through 48 and 54 through 69. These findings support the Commission’s ultimate conclusions that the Company complied with the provisions of the GRIP Statute and Commission Rule § 7.701:⁵⁵

5. TGS filed its application for an IRA for changes in investment in accordance with the provisions of TEX. UTIL. CODE § 104.301 and 16 TEX. ADMIN. CODE § 7.7101.

⁵³ Case No. 00008972, IRA Order.

⁵⁴ Tex. Util. Code § 104.301.

⁵⁵ Case No. 00008972, IRA Order at CoL 5, 16-17.

16. TGS's application for an IRA complies with all provisions of TEX. UTIL. CODE § 104.301 and 16 TEX. ADMIN. CODE § 7.7101.
 17. TGS's IRA established in the findings of fact and conclusions of law, comply with the provisions of TEX. UTIL. CODE § 104.301 and 16 TEX. ADMIN. CODE § 7.7101.
-

Second, in the appeal filed by TGS of the City's denial of the Sixth IRA, the Commission made similar findings regarding the application and the proposed implementation of the interim rate adjustment.⁵⁶ These findings support the Commission's ultimate conclusion on appeal that the Company complied with the provisions of Section 104.301 and Commission Rule § 7.701.⁵⁷ Therefore, the IRA TGS charged El Paso customers between July 1, 2022 and August 30, 2022, was lawful.

V. CONCLUSION

The City's Show Cause Order challenges the Company's collection of GRIP revenues in the summer of 2022. Yet, the Company's actions comply with the requirements in the Gas Utility Regulatory Act related to GRIP filings, investment and rates as well as non-discrimination in charging rates. The Company's calculation of the GRIP rate it charged was also accurate and proper. For these reasons, TGS's actions were lawful, and it should not be required to immediately refund revenues collected from El Paso customers between July 1, 2022, and August 30, 2022, with interest.

⁵⁶ Case No. 00010195, IRA Order at FoF 26-71.

⁵⁷ *Id.* at CoL 22.

STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

AFFIDAVIT JEFFREY J. HUSEN

BEFORE ME, the undersigned authority, on this day personally appeared Jeffrey J. Husen, who, having been placed under oath by me, did depose as follows:

“My name is Jeffrey J. Husen. I am over the age of eighteen (18) and fully competent to make this affidavit. I am employed as Vice President of Rates and Regulatory for ONE Gas, Inc. (“ONE Gas” or the “Company”). As part of my duties, I am familiar with and have oversight responsibilities for Texas Gas Services Company, a division of ONE Gas, (“TGS”) regulatory filings, including Statement of Intent filings and interim rate adjustment filings.

To the best of my knowledge, each and every rate requested in the six interim rate adjustment filings made with the City of El Paso after the Final Order was issued in Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc., to Increase Gas Utility Rates within the Unincorporated Areas of the El Paso Service Area (EPSA), Permian Service Area (PSA), and Dell City Service Area (DCSA), GUD No. 10506, was identical in all material respects to each and every interim rate adjustment filing made with the Railroad Commission of Texas (“Commission”) for the unincorporated areas of the former West Texas Service Area (“WTSA”), which included the City of El Paso. The six interim rate adjustments filings that were docketed at the Commission were GUD No. 10612 (“First IRA”), GUD No. 10710 (“Second IRA”), GUD No. 10830 (“Third IRA”), GUD No. 10955 (“Fourth IRA”), Case No. 00006161 (“Fifth IRA”), and Case No. 00008972 (“Sixth IRA”).

TGS filed the Sixth IRA application with the City of El Paso and the Commission on March 11, 2022. The case was docketed at the Commission as Case No. 00008972. The

application for the Sixth IRA filed with the Commission and the City of El Paso was identical in all material respects.

On April 11, 2022, the City of El Paso suspended the implementation of rates related to the Sixth IRA.

On June 22, 2022, the City of El Paso denied the Sixth IRA application.

On June 28, 2022, the Commission issued an Interim Rate Adjustment Order approving interim rates related to the Company's Sixth IRA filing in Case No. 00008972.

On June 30, 2022, TGS filed its Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc., to Change Gas Utility Rates within the Unincorporated Areas of the West Texas Service Area, North Texas Service Area and the Borger Skellytown Service Area. That case was docketed as Docket No. OS-22-00009896.

On July 1, 2022, TGS implemented rates throughout the former WTSA, including within the City of El Paso, related to the Sixth IRA filing as approved by the Commission in Case No. 00008972.

On July 22, 2022, TGS filed with the Commission a Petition for Review of Municipal Rate Action of the City of El Paso Regarding Texas Gas Service Company, a Division of ONE Gas, Inc.'s Interim Rate Adjustment for Calendar Year 2021, which was assigned Case No. 00010195 at the Commission and stated in the appeal it was implementing the Commission-approved IRA rates while the appeal was pending.

On July 7, 2022, TGS filed environs and incorporated tariffs with the Commission that reflect the rates the Commission approved and that implemented the Sixth IRA filing.

On August 30, 2022, the Commission approved an order in the appeal docket in Case No. 00010195 that found TGS's proposed Sixth IRA filed with the City of El Paso complied with

Texas Utilities Code § 104.301 and approved rates identical to the rates approved by the Commission in Case No. 00008972.

On January 18, 2023, the Commission issued a Final Order in Docket No. OS-22-00009896 and determined that capital investment made through December 31, 2021, that was included in prior IRA filings was just, reasonable and prudent, with the exception of refunds related to Rule 8.209 amounts.

On March 10, 2023, TGS filed its First IRA application after the issuance of the Commission's Final Order in Docket No. OS-22-00009896. The application was docketed at the Commission as Case No. 00012849. The First IRA application after the issuance of the Commission's final order in Docket No. OS-22-00009896 filed with the Commission and the City of El Paso was identical in all material respects.

To the best of my knowledge, each and every rate TGS requested in the interim rate adjustment filing made with the City of El Paso after the Final Order was issued in Docket No. OS-22-00009896 is identical in all substantive respects to the interim rate adjustment filing made with the Commission that was docketed as Case No. 00012849.

On June 13, 2023, in Case No. 00012849, the Commission issued an Interim Rate Adjustment Order approving interim rates related to the Company's First IRA after Docket No. OS-22-00009896.

On June 20, 2023, the City of El Paso denied TGS's First IRA application after the issuance of the Commission's Final Order in Docket No. OS-22-00009896.

The Cities of Socorro and Anthony also denied the First IRA application after the issuance of the Commission's Final Order in Docket No. OS-22-00009896.

TGS filed a Petition for Review of the denials of the Cities of El Paso, Socorro and Anthony with the Commission on June 28, 2023, and it was docketed as Case No. 00014397.

The interim rate adjustment filing TGS made with the City of El Paso (and the Town of Anthony and the City of Socorro) and filed on appeal with the Commission as Case No. 00014397 is identical in all substantive respects to the filing made with the Commission in Case No. 00012849.

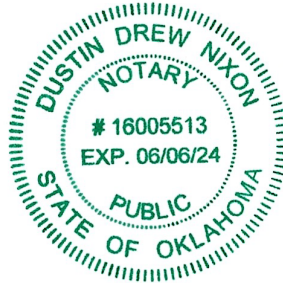
In the appeal filed with the Commission, TGS requested approval of the interim rate adjustment rates and tariffs approved by the Commission on June 13, 2023, for the unincorporated areas in Case No. 00012849 and stated it was implementing the Commission-approved IRA rates while the appeal was pending.

The affected customers were noticed of the rates proposed within the Town of Anthony, the City of Socorro, and the City of El Paso as part of the 2022 interim rate adjustment filing made with the City of El Paso (and the Town of Anthony and the City of Socorro) in compliance with Tex. Util. Code § 104.301.

On July 18, 2023, the City of El Paso issued a Show Cause Motion ordering the Company ‘to appear before the City Council on August 29, 2023 to show cause why it should not immediately refund the revenues collected from the unlawful charges between July 1, 2022 and August 30, 2022 with interest.’”


Jeffrey J. Husen

SUBSCRIBED AND SWORN TO BEFORE ME by the said Jeffrey J. Husen this
15th day of August 2023.




Notary Public, State of Oklahoma

Vernon's Texas Statutes and Codes Annotated

Utilities Code (Refs & Annos)

Title 3. Gas Regulation

Subtitle A. Gas Utility Regulatory Act

Chapter 104. Rates and Services (Refs & Annos)

Subchapter G. Interim Cost Recovery and Rate Adjustment

V.T.C.A., Utilities Code § 104.301

§ 104.301. Interim Adjustment for Changes in Investment

Effective: September 1, 2005

[Currentness](#)

(a) A gas utility that has filed a rate case under Subchapter C¹ within the preceding two years may file with the regulatory authority a tariff or rate schedule that provides for an interim adjustment in the utility's monthly customer charge or initial block rate to recover the cost of changes in the investment in service for gas utility services. The adjustment shall be allocated among the gas utility's classes of customers in the same manner as the cost of service was allocated among classes of customers in the utility's latest effective rates for the area in which the tariff or rate schedule is implemented. The gas utility shall file the tariff or rate schedule, or the annual adjustment under Subsection (c), with the regulatory authority at least 60 days before the proposed implementation date of the tariff, rate schedule, or annual adjustment. The gas utility shall provide notice of the tariff, rate schedule, or annual adjustment to affected customers by bill insert or direct mail not later than the 45th day after the date the utility files the tariff, rate schedule, or annual adjustment with the regulatory authority. During the 60-day period, the regulatory authority may act to suspend the implementation of the tariff, rate schedule, or annual adjustment for up to 45 days. After the issuance of a final order or decision by a regulatory authority in a rate case that is filed after the implementation of a tariff or rate schedule under this section, any change in investment that has been included in an interim adjustment in accordance with the tariff or rate schedule under this section shall no longer be subject to subsequent review for reasonableness or prudence. Until the issuance of a final order or decision by a regulatory authority in a rate case that is filed after the implementation of a tariff or rate schedule under this section, all amounts collected under the tariff or rate schedule before the filing of the rate case are subject to refund.

(b) The amount the gas utility shall adjust the utility's rates upward or downward under the tariff or rate schedule each calendar year is based on the difference between the value of the invested capital for the preceding calendar year and the value of the invested capital for the calendar year preceding that calendar year. The value of the invested capital is equal to the original cost of the investment at the time the investment was first dedicated to public use minus the accumulated depreciation related to that investment.

(c) The interim adjustment shall be recalculated on an annual basis in accordance with the requirements of Subsection (b). The gas utility may file a request with the regulatory authority to suspend the operation of the tariff or rate schedule for any year. The request must be in writing and state the reasons why the suspension is justified. The regulatory authority may grant the suspension on a showing by the utility of reasonable justification.

(d) A gas utility may only adjust the utility's rates under the tariff or rate schedule for the return on investment, depreciation expense, ad valorem taxes, revenue related taxes, and incremental federal income taxes related to the difference in the value of the invested capital as determined under Subsection (b). The return on investment, depreciation, and incremental federal income tax factors used in the computation must be the same as the factors reflected in the final order issued by or settlement agreement approved by the regulatory authority establishing the gas utility's latest effective rates for the area in which the tariff or rate schedule is implemented.

(e) A gas utility that implements a tariff or rate schedule under this section shall file with the regulatory authority an annual report describing the investment projects completed and placed in service during the preceding calendar year and the investments retired or abandoned during the preceding calendar year. The annual report shall also state the cost, need, and customers benefited by the change in investment.

(f) In addition to the report required under Subsection (e), the gas utility shall file with the regulatory authority an annual earnings monitoring report demonstrating the utility's earnings during the preceding calendar year.

(g) If the gas utility is earning a return on invested capital, as demonstrated by the report filed under Subsection (f), of more than 75 basis points above the return established in the latest effective rates approved by a regulatory authority for the area in which the tariff or rate schedule is implemented under this section, the gas utility shall file a statement with that report stating the reasons why the rates are not unreasonable or in violation of law.

(h) If a gas utility that implements a tariff or rate schedule under this section does not file a rate case under Subchapter C¹ before the fifth anniversary of the date on which the tariff or rate schedule takes effect, the gas utility shall file a rate case under that subchapter not later than the 180th day after that anniversary in relation to any rates subject to the tariff or rate schedule.

(i) This section does not limit the power of a regulatory authority under [Section 104.151](#).

(j) A gas utility implementing a tariff or rate schedule under this section shall reimburse the railroad commission the utility's proportionate share of the railroad commission's costs related to the administration of the interim rate adjustment mechanism provided by this section.

Credits

Added by [Acts 2003, 78th Leg., ch. 938, § 1, eff. Sept. 1, 2003](#). Amended by [Acts 2005, 79th Leg., ch. 948, § 1, eff. Sept. 1, 2005](#).

[Notes of Decisions \(3\)](#)

Footnotes

¹ [V.T.C.A., Utilities Code § 104.101.](#)

V. T. C. A., Utilities Code § 104.301, TX UTIL § 104.301

Current through legislation effective July 1, 2023, of the 2023 Regular Session of the 88th Legislature. Some statute sections may be more current, but not necessarily complete through the whole Session. See credits for details.

End of Document

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353 S.W.3d 156
Supreme Court of Texas.

ATMOS ENERGY CORPORATION, CenterPoint
Energy Resources Corporation, and Texas Gas
Service Company, Petitioners,

v.

The CITIES OF ALLEN, et al., and Railroad
Commission of Texas, Respondents.

No. 10-0375.

|

Nov. 18, 2011.

Synopsis

Background: Cities filed suit against Railroad Commission, seeking declaration that rule promulgated by Commission governing gas utilities' filings for interim rate adjustments under Gas Utility Regulatory Act (GURA) was void to extent it prohibited cities from intervening and obtaining an evidentiary hearing on appeals to the Commission from cities' denials of filings. Gas utilities intervened in support of validity of rule. The 53rd Judicial District Court, Travis County, [Gisela D. Triana, J.](#), denied cities' request for declaratory relief. Cities appealed. The Austin Court of Appeals, [309 S.W.3d 563](#), affirmed.

Holdings: After granting review, the Supreme Court, [Wainwright, J.](#), held that:

[1] Commission had appellate jurisdiction over municipal denials of gas utilities' requests for interim rate increases, and

[2] Commission's appellate jurisdiction was limited to review of utilities' filings for compliance with GURA and applicable administrative rule.

Affirmed.

Procedural Posture(s): On Appeal.

West Headnotes (6)

[1] **Appeal and Error**—Statutory or legislative law
The construction of a statute is a question of law that Supreme Court reviews de novo.

[15 Cases that cite this headnote](#)

[2] **Statutes**—Intent
In construing a statute, the court's task is to give effect to the legislature's expressed intent.

[14 Cases that cite this headnote](#)

[3] **Statutes**—Purpose
Statutes—History of statute
Statutes—Relation to plain, literal, or clear meaning; ambiguity
A court may consider the object sought to be obtained, circumstances under which the statute was enacted, and the consequences of a particular construction when construing statutes, whether or not the statute is ambiguous. [V.T.C.A., Government Code § 311.023\(1, 2, 5\)](#).

[7 Cases that cite this headnote](#)

[4] **Gas**—Municipal regulation
Railroad Commission had appellate jurisdiction over municipal denials of gas utilities' requests for interim rate increases under Gas Utility Regulatory Act (GURA); denials were promulgated by municipal ordinance, and Utilities Code vested Commission with exclusive appellate jurisdiction over appeal from order or ordinance of a municipality exercising exclusive original jurisdiction under GURA. [V.T.C.A., Utilities Code § 102.001\(b\)](#).

[1 Case that cites this headnote](#)

[5] **Gas**—Municipal regulation
Railroad Commission's appellate jurisdiction over municipal denial of gas utilities' requests for interim rate increases under Gas Utility Regulatory Act (GURA) was limited to review of

utilities' filings for compliance with GURA and applicable administrative rule; GURA did not by its terms provide for adjudicatory hearing in appeal of denial, adjudicatory process was available to challenge denial in subsequent rate case, and permitting adjudicatory process in appeal of denial would frustrate purpose of statute to create streamlined procedure for recovery of capital as incentive for utilities to invest in pipeline infrastructure. [V.T.C.A., Utilities Code § 102.001\(b\)](#); [16 TAC § 7.7101](#).

2 Cases that cite this headnote

- [6] **Statutes** Absent terms; silence; omissions
Statutes Giving effect to entire statute and its parts; harmony and superfluosity

In construing a statute, court presumes that every word of a statute has been included or excluded for a reason.

1 Case that cites this headnote

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Opinion

Justice WAINWRIGHT delivered the opinion of the Court.

In 2003, the Texas Legislature amended the Gas Utility Regulatory Act (GURA) to allow gas utilities (Utilities) an opportunity to recover capital investments in Texas' gas pipeline infrastructure made during the interim period between rate cases filed pursuant to Chapter 104, Subchapter C, of the Utilities Code. Act of May 16, 2003, 78th Leg., R. S., ch. 938, § 1, 2003 Tex. Gen. Laws 2801 (codified as Tex. Util.Code § 104.301). This legislation is referred to as the “GRIP statute” or “GRIP amendment.”¹

The GRIP statute permits a gas utility to file a new tariff adjusting its base rates to recover the costs of new capital investment made in the preceding calendar year, without the necessity of filing a rate case. *See* House Comm. on Regulated Industries, Bill Analysis, Tex.C.S.S.B. 1271, 78th Leg., R.S. (2003). Only a utility that has had a rate case within the preceding two years may utilize the GRIP statute. Tex. Util.Code § 104.301(a). The adjustment is based upon the utility's investment subsequent to that recent rate case, the return on investment, depreciation and federal income tax factors established in the rate case, and the ad valorem and revenue-related taxes in effect at the time of the adjustment. Tex. Util.Code § 104.301(a), (b), (d). The GRIP statute provides, in relevant part:

A gas utility that has filed a rate case under Subchapter C within the preceding two years may file with the regulatory authority a tariff or rate schedule that provides for an interim adjustment in the utility's monthly customer charge or initial block rate to recover the cost of changes in the investment in service for gas utility service.

Tex. Util.Code § 104.301(a). The Legislature passed the GRIP statute to exempt utilities from having to file a rate case for the five-year period during which GRIP filings are permitted, while allowing the utilities to recover their interim costs related to invested capital. House Comm. on Regulated Industries, Bill Analysis, ***158** Tex.C.S.S.B. 1271, 78th Leg., R.S. (2003). The GRIP statute allowed utilities to begin recovering capital investment costs more quickly, rather than waiting, on occasion, years for that recovery. *See id.* The

statute thus created an incentive for investment in Texas' gas pipeline infrastructure to meet continuing growth in the state and to enhance safety by replacing aging facilities. *See id.* If a subsequent contested rate proceeding determines that the prior interim rate adjustments are disallowed, those amounts may be recovered in the subsequent contested rate case. Tex. Util.Code § 104.301(a); 16 Tex. Admin. Code § 7.7101(I). Prior to GRIP, a gas utility could not begin recovering the costs of new investment not already covered by a final rate until its next rate case. House Comm. on Regulated Industries, Bill Analysis, Tex. C.S.S.B. 1271, 78th Leg., R.S. (2003); *see also* Tex. Util.Code § 104.301(a). Completing a rate case can be a lengthy and expensive process, requiring months or years of litigation and preparation of detailed technical documentation and expert testimony. Due in part to these constraints, utilities were facing challenges in obtaining necessary capital for new investments in gas pipeline infrastructure. House Comm. on Regulated Industries, Bill Analysis, Tex.C.S.S.B. 1271, 78th Leg., R.S. (2003); *see also* Tex. Util.Code § 104.301(a).

To give effect to the administrative rate change process envisioned by the GRIP statute, the Railroad Commission (Commission) promulgated Rule 7.7101, titled “Interim Rate Adjustments” and known as the “GRIP rule.” 16 Tex. Admin. Code § 7.7101. The GRIP rule lists the requirements for processing a utility's application to amend its tariff or rate schedule under the GRIP statute. *Id.*


When several Utilities filed interim rate adjustments under GRIP, fifty-one cities (Cities) denied those filings for non-ministerial reasons. The dispute before us concerns the appellate jurisdiction of the Commission to review the Cities' decisions on the Utilities' interim rate adjustments and the breadth of that jurisdiction.

I. Background



A gas utility makes its GRIP filing with the applicable “regulatory authority.” The Legislature, through GURA, has charged both the Commission and Texas municipalities with the responsibility of serving as the regulatory authorities of the state's gas utilities. Tex. Util.Code §§ 102.001(a), 103.001. A municipality has original jurisdiction over a rate filing if the utility's customers are within municipal

boundaries, or the Commission has original jurisdiction over the filing if the utility's customers are outside municipal boundaries. *Id.*


After passage of the GRIP statute, Atmos Energy Corporation (“Atmos”) filed interim rate adjustments, or GRIP filings, with the Commission and several municipalities to charge adjusted rates. The Commission approved Atmos' GRIP filings, but numerous municipalities denied Atmos' filings. The Cities found the proposed rate increases to be unjust and unreasonable.² Atmos appealed the Cities' denials to the Commission, which exercised appellate authority under section 102.001(b). The Cities then sought to intervene in the appeals to the Commission and to require the Commission to hold contested case proceedings in the appeals. The Commission denied their interventions *159 and requests for evidentiary hearings on the ground that neither the GRIP statute nor the GRIP rule authorizes contested case proceedings in connection with GRIP filings. The Commission issued final orders denying all pending motions, including the Cities' pleas to intervene, and approving Atmos' application for the interim rate increases. Because 102.001(b) purports to give the Commission “exclusive appellate jurisdiction” to review the matter and the Cities could not appeal the Commission's rulings because they were not parties, the Cities did not believe they had a way to appeal the Commission's rulings.

Fifty-one Texas cities³ then pursued a declaratory judgment action in district court against the Commission, challenging the validity of Commission Rule 7.7101, the GRIP rule. 16 Tex. Admin Code § 7.7101;  Tex. Gov't Code § 2001.038 (allowing parties to challenge validity of agency rule by declaratory judgment action). The Cities argued that the GRIP rule was void because it does not provide for an adjudicatory hearing in a utility's appeal of a municipality's denial of the utility's GRIP filing. The Cities argued that the Commission created a rule that allows the Commission to issue a final order approving interim rate adjustments without providing the municipality an opportunity to respond and present evidence, exceeding the statutory authority delegated to it by the GRIP amendment. Atmos, CenterPoint Energy Resources Corporation (“CenterPoint”), and Texas Gas Service Company (“Texas Gas”) intervened in support of the validity of the Commission's rule.







The trial court issued a final judgment denying the Cities' request for declaratory relief, but issued findings of fact and conclusions of law stating that subsections 7.7101(g)(2)(B) and (g)(2)(C) of the Commission's GRIP rule were void.⁴ The trial court held that the Legislature did not intend to authorize municipalities to conduct a substantive review of GRIP filings, only a "ministerial review of the compliance with basic requirements." Accordingly, the trial court held that the Cities have no authority to deny utilities' interim filings under section 104.301(a). They may challenge such a filing by initiating a rate case, but the Cities do not have a right to an adjudicative or contested hearing on GRIP filings with the Railroad Commission. However, the trial court also held that a utility does not have the authority to appeal an improper denial to the Railroad Commission because the Legislature did not provide an appellate mechanism in the GRIP Amendment (section 104.301(a)), and the Railroad Commission does not have the authority to apply its Rule 7.7101 to the action of a city. Because the Commission *160 was not aggrieved by the district court's take-nothing judgment against the Cities, the Commission did not appeal the conclusion of law that the Commission lacked jurisdiction over the municipalities' decisions denying GRIP filings. Based on its stated deference to the district court's conclusions of law, the Commission began to decline jurisdiction over appeals brought by the utilities after municipalities denied their GRIP filings. The Commission did not appeal the trial court ruling that certain subsections of the rule were void.

The court of appeals affirmed the judgment of the trial court, holding that a ministerial review for compliance "is all that is required."  309 S.W.3d 563, 574. The court of appeals also affirmed that GRIP rule subsections 7.7101(g)(2)(B) and (g)(2)(C) are only void to the extent the Commission attempts to reject a GRIP filing over which it holds regulatory authority for any reason other than failure to comply with the statutory requirements.  *Id.* at 576.

Additionally, the court of appeals held that appellate review by the Commission is "not available when a municipality denies a GRIP filing after conducting a ministerial review for compliance with the statute" because there is "no indication that a municipality's denial of a GRIP filing for failure to comply with the statutory requirements is considered 'an order or ordinance of a municipality' as contemplated by

section 102.001."  *Id.* at 575. For other reasons, we affirm the judgment of the court of appeals, affirming the trial court and denying the Cities' request for declaratory relief.

II. Discussion

[1] [2] [3] This case turns on statutory construction of GURA, the GRIP statute and the GRIP rule. The construction of a statute is a question of law that we review de novo.  *R.R. Comm'n of Tex. v. Tex. Citizens for a Safe Future & Clean Water*, 336 S.W.3d 619, 624 (Tex.2011). In construing a statute, the court's task is to give effect to the Legislature's expressed intent.  *Ilyff v. Ilyff*, 339 S.W.3d 74, 79 (Tex.2011). A court may consider the object sought to be obtained, circumstances under which the statute was enacted, and the consequences of a particular construction when construing statutes, whether or not the statute is ambiguous.  *Tex. Gov't Code* § 311.023(1),  (2),  (5);  *McIntyre v. Ramirez*, 109 S.W.3d 741, 745 (Tex.2003).

A. The Commission's Appellate Jurisdiction

[4] The first issue presented to this Court is whether the Commission has appellate jurisdiction to review the Cities' denials. Section 102.001(b) of the Texas Utilities Code provides, in relevant part: "The railroad commission has exclusive appellate jurisdiction to review an order or ordinance of a municipality exercising exclusive original jurisdiction as provided by this subtitle." *Tex. Util.Code* § 102.001(b). This grant of appellate authority clearly gives the Commission jurisdiction to review the Cities' denials of the interim rate increases.

Section 102.001(b) falls under Subtitle A of the Utilities Code and is titled "General Powers of the Railroad Commission." *Tex. Util.Code* § 102.001(b). The relationship of section 102.001(b) and GURA confirms the Commission's appellate jurisdiction over municipal denials, since both GURA and the GRIP statute are in Subtitle A of the *Texas Utilities Code*. Section 102.001(b) grants the Commission appellate jurisdiction over the appeal from an "order or ordinance of a municipality exercising exclusive original

jurisdiction *as provided* *161 *by this subtitle.*” *Id.* (emphasis added).

The Commission's exclusive appellate jurisdiction is over a municipality's applicable “order or ordinance.” *Id.* The parties themselves agree that the Cities' denials were promulgated by ordinance.

The Commission argues that there is no need for utilities to appeal a municipality's action since municipalities are not entitled to deny a GRIP filing, except for a failure to comply with the statute.⁵ However, the Commission recognizes that 102.001(b) literally applies when a city denies a GRIP filing by order or ordinance and therefore grants the Commission appellate jurisdiction.

Furthermore, the view that the Legislature had withheld appellate jurisdiction in this case from the Commission could frustrate GRIP's purpose. The Legislature designed GRIP to incentivize gas utilities to expand infrastructure and empowered them to file interim rate adjustments in between rate cases. House Comm. on Regulated Industries, Bill Analysis, Tex.C.S.S.B. 1271, 78th Leg., R.S. (2003). Without the Commission's appellate jurisdiction, a city could deny these filings for non-ministerial reasons, leaving a lengthy and expensive contested rate case as the only recourse to effect a rate adjustment to recoup infrastructure investment. The Cities' construction is rebutted by the language of [section 102.001\(b\)](#) and is inconsistent with the Legislature's objective of expediting recovery of such investments as a means of encouraging infrastructure investment. We conclude, reversing the court of appeals on this point, that the Commission has appellate jurisdiction over interim rate adjustments under 102.001(b).

B. Scope of Commission's Jurisdiction

^[5] The second issue presented to this Court is the breadth of the Commission's appellate jurisdiction under [section 102.001\(b\)](#). The Commission and the Utilities argue that GRIP does not provide for evidentiary hearings, and that a substantive review of the interim rate adjustment is reserved instead for the next rate case. The Cities argue three reasons why municipalities are entitled to an evidentiary hearing.

First, the Cities argue that they are entitled to an evidentiary hearing under 102.001(b) because GRIP filings are rate proceedings. Although the Cities attempt to limit this evidentiary hearing to the discrete issues contained in the GRIP filing, it is unclear how this would be different from a compliance review with the statutory requirements. The Cities argue that they are entitled to an evidentiary review of the GRIP filings before the Commission, since ratemaking proceedings are by definition contested cases.

A GRIP filing does not constitute a contested case. A “contested case” is defined as a “proceeding, including a ratemaking or licensing proceeding in which the legal rights, duties or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.” [Tex. Gov't Code § 2001.003\(1\)](#). It is in the rate case that the legal rights, duties and privileges of the affected parties will be determined, and not in the GRIP filing. Municipalities challenging a GRIP filing are not entitled to an adjudicatory hearing because the Commission's compliance review is not a contested case.

*162 Second, the Cities claim to be entitled to a hearing to review the interim rate adjustment filings for reasonableness and prudence, under 104.301(a), at any time. The Utilities and the Commission agree that the Cities may file a rate case at any time after the interim rate filing, but that review is different from the Commission's compliance review under 102.001(b). The asserted review for reasonableness and prudence is also a proper subject of a rate case. To insert that review at the stage the Commission exercises appellate jurisdiction over a city's denial of an interim rate adjustment would undermine the streamlined process for implementing these interim rates for gas utilities. *See* House Comm. on Regulated Industries, Bill Analysis, Tex.C.S.S.B. 1271, 78th Leg., R.S. (2003). Instead, subsections 104.301(a) and (h) provide for a substantive review and hearing in the next rate case the utility files after a GRIP filing. [Tex. Util.Code § 104.301\(a\), \(h\)](#).

Third, the Cities also argue that they are entitled to a reasonableness and prudence review in an adjudicatory hearing, limited to the GRIP filing.

^[6] Section 104.301(a) provides, in relevant part:

A gas utility that has filed a rate case ... may file with the regulatory authority a tariff or rate schedule that provides for an interim adjustment.... After the issuance of a final order ... any change in investment that has been included in an interim adjustment ... shall no longer be subject to subsequent review for reasonableness or prudence.

Tex. Util.Code § 104.301(a). The Cities argue that 104.301(a) implies that they are entitled to a reasonableness and prudence review in a limited evidentiary hearing with the Commission to review interim rate adjustments. However, there is no positive grant by the Legislature for this review in GRIP and any evidentiary hearing would frustrate the objective of a streamlined process. Neither GURA nor GRIP provide for this middle ground of a limited evidentiary hearing; rather, GURA only provides for a rate case. We presume that every word of a statute has been included or excluded for a reason. *City of Marshall v. City of Uncertain*, 206 S.W.3d 97, 105 (Tex.2006). The Legislature intended a streamlined process, and an evidentiary review beyond a compliance check could frustrate that purpose. It is difficult to imagine a distinction between an evidentiary hearing to challenge a GRIP filing and a contested case proceeding. We would invade the Legislature's province if we were to take the Cities' invitation to create an evidentiary hearing supported by neither the text nor the purpose of the GRIP statute.

Importantly, the Legislature implemented protections for the ratepayers when a utility makes a GRIP filing. A utility may not avail itself of the interim rate adjustment unless that utility brought a rate case pursuant to Chapter 104, Subchapter C, within the two years prior to its GRIP filing. Tex. Util.Code § 104.301(a). The Legislature specified this time as the minimum requirement for implementing an adjustment. House Comm. on Regulated Industries, Bill Analysis, Tex. H.B.1942, 78th Leg., R.S. (2003). A utility that makes interim rate adjustments is also required to undergo another rate case within five years and six months after implementing its first amended tariff or rate schedule. Tex. Util.Code § 104.301(h). If a utility does avail itself of an interim rate adjustment filing, GURA requires an annual recalculation of any interim adjustments. Tex. Util.Code § 104.301(c). Further, a gas utility seeking to implement an interim rate adjustment must electronically file with the

Commission an annual earnings *163 monitoring report as part of the application describing the investment projects completed and placed in service. Tex. Util.Code § 104.301(e). This report includes a statement of the reasons the rates are not unreasonable or in violation of law. *Id.*

Further, any amounts collected as interim rate adjustments are subject to a full refund to the extent the interim recovery of infrastructure investments are later disallowed at the next rate case. Tex. Util.Code § 104.301(I). The GRIP statute does not, by its terms, limit a regulatory authority's power to instigate a rate case at any time to establish just and reasonable rates. Tex. Util.Code § 104.301(I). Under GURA the Commission or a municipality retains authority to institute a proceeding, either on its own or at the complaint of a party, to determine if a utility's rates are unreasonable or in violation of the law. Tex. Util.Code §§ 104.301(I), 104.151. Therefore, a municipality could file a rate case on its own motion whenever it perceives the need after a GRIP filing. Tex. Util.Code § 104.151. These protections further reinforce our view that the interim GRIP filings are subject only to a ministerial review of the statutory requirements by the Commission.


III. Conclusion

We conclude that the Railroad Commission has appellate jurisdiction under [section 102.001\(b\) of the Texas Utilities Code](#) over municipalities' orders or ordinances concerning interim rate adjustments, but that jurisdiction is limited to review of the Utilities' filings for compliance with the GRIP statute, section 104.301, and the GRIP rule, [section 7.7101 of 16 Texas Administrative Code](#). This review involves examination of the statutory requirements for processing a utility's application to amend its tariff or rate schedule under the GRIP statute and rule, and whether the GRIP filing satisfies those requirements. This construction effectuates the statutory language and furthers the purpose of the GRIP statute to create a streamlined procedure for recovery of capital as an incentive for gas utilities to invest in pipeline infrastructure. Therefore, we affirm the judgment of the court of appeals.⁶

All Citations

353 S.W.3d 156, Util. L. Rep. P 27,174, 55 Tex. Sup. Ct. J.
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Footnotes

- ¹ The terms “Gas Reliability Infrastructure Program” and “GRIP” do not appear in the applicable statutes or administrative rules. However, we adopt the terminology used by the trial and appellate courts as well as the parties and refer to section 104.301(a) as the “GRIP statute” or “GRIP amendment.”
- ² Municipalities are required to set rates at a level that is “just and reasonable.” Tex. Util.Code § 104.003(a).
- ³ The fifty-one Texas cities are Allen, Argyle, Arlington, Bedford, Brownwood, Burkburnett, Burleson, Caddo Mills, Canyon, Carrollton, Cedar Hill, Clyde, College Station, Corral City, Crandall, Dimmitt, Eastland, Everman, Farmers Branch, Fate, Friona, Frisco, Grapevine, Haltom City, Harker Heights, Hereford, Highland Park, Honey Grove, Hurst, Irving, Kaufman, Keene, Keller, Killeen, Lake Worth, Lancaster, Lewisville, Longview, Mansfield, Midlothian, Parker, Ponder, Red Oak, Snyder, Stamford, Sulphur Springs, The Colony, Tyler, Wellman, Westlake and Wylie. The Cities, other than the City of Longview, participated in the litigation as a coalition of cities, referring to themselves as “the Cities of Allen, et al.” The City of Longview acted as a separate party before the trial court and filed a separate notice of appeal. Because the City of Longview did not file a petition for review in this Court, its claims were apparently resolved at the court of appeals.
- ⁴ Subsections 7.7101(g)(2)(B) and (g)(2)(C) allow the Commission's director to recommend approval of some elements of the GRIP filing to allow only those elements of the interim rate adjustment to take effect without further Commission action, or to reject the application, respectively.
- ⁵ The Commission also argues that because a municipality is not entitled to deny a GRIP filing that complies with the statute, the denial should be subject to mandamus. Since we hold that the Commission has appellate jurisdiction under [section 102.001\(b\)](#) over a GRIP denial, mandamus review by a district court is not necessary.
- ⁶ The court of appeals held that the GRIP rule subsections 7.7 101(g)(2)(B) and (g)(2)(C) are only void to the extent the Commission attempts to reject a GRIP filing over which it holds regulatory authority for any reason other than failure to comply with the statutory requirements.  [309 S.W.3d 563, 576](#). Because the regulatory authorities in this appeal are municipalities, we do not address the validity of these provisions in the GRIP rule that apply when the Commission acts as the regulatory authority.

Timeline of GRIP-Related Events

September 27, 2016	GUD No. 10506: Commission issues Final Order. An Order Denying Motions for Rehearing and Final Order Nunc Pro Tunc was signed on November 15, 2016. (WTSA Rate Case)
March 15, 2017	GUD No. 10612: IRA filed with WTSA Cities and Railroad Commission (RRC) for Test Year 2016 Capital Investment. This is the 1 st IRA filing after GUD No. 10506.
June 6, 2017	RRC issues Interim Rate Adjustment Order approving 1 st IRA filing.
June 13, 2017	City of El Paso approved First IRA rates.
March 15, 2018	GUD No. 10710: IRA filed with WTSA Cities and RRC for Test Year 2017 Capital Investment. This is the 2 nd IRA filing after GUD No. 10506.
June 5, 2018	RRC issues Interim Rate Adjustment Order approving 2 nd IRA filing.
March 14, 2019	GUD No. 10830: IRA filed with WTSA Cities and RRC for Test Year 2018 Capital Investment. This is the 3 rd IRA filing after GUD No. 10506.
June 18, 2019	RRC Issues Interim Rate Adjustment Order approving 3 rd IRA filing.
March 13, 2020	GUD No. 10955: IRA filed with WTSA Cities and RRC for Test Year 2019 Capital Investment. This is the 4 th IRA filing after GUD No. 10506.
June 16, 2020	RRC Issues Interim Rate Adjustment Order approving 4 th IRA filing.
March 12, 2021	Case No. 00006161: IRA filed with WTSA Cities and RRC for Test Year 2020 Capital Investment. This is the 5 th IRA filing after GUD No. 10506.
June 21, 2021	El Paso Denies the 5 th IRA filing – City’s Motion confirms TGS complied with the GRIP statute.
June 22, 2021	RRC Issues Interim Rate Adjustment Order approving 5 th IRA filing.
July 2, 2021	Case No. 00006942: TGS Appeals the El Paso denial to the RRC.
June 28 - August 2, 2021	TGS did not implement rates in the City of El Paso from June 28, 2021, through August 2, 2021, while appeal was pending.
August 3, 2021	RRC Issues Final Order approving IRA rate on appeal in Case No. 00006942.
March 11, 2022	Case No. 00008972: IRA filed with WTSA Cities and RRC for Test Year 2021 Capital Investment. This is the 6 th (and final) IRA filing after GUD No. 10506.
April 11, 2022	El Paso suspends implementation of 6 th IRA filing.
May 10, 2022	Proposed effective date for 6 th IRA (60 days from the filing date), as required by Section 104.301(a), requiring that the application be filed “at least 60 days before the proposed implementation date of the tariff, rate schedule, or annual adjustment.”
June 22, 2022	El Paso denies 6 th IRA
June 28, 2022	Case No. 00008972: Commission issues Interim Rate Adjustment Order approving 6 th IRA filing

June 30, 2022	Docket No. 22-OS-00009896: TGS filed SOI with Cities and RRC for West North Service Area (WNSA Rate Case)
June 28, 2022	<i>TGS implemented Commission-approved rates for 6th IRA filing, including within the City of El Paso.</i>
July 7, 2022	TGS filed incorporated and environs tariffs with the Commission reflecting the rates approved by the Commission in Case No. 00008972.
July 22, 2022	Case No. 00010195: TGS Appeals the El Paso denial to the RRC.
August 30, 2022	Case No. 00010195: Commission grants the appeal and issues an Interim Rate Adjustment Order approving the same IRA it approved for the 6 th IRA filing after GUD No. 10506.
January 18, 2023	Docket No. OS-22-000009896: Commission issues Final Order (WNSA Rate Case)
March 10, 2023	Case No. 00012849: IRA filed with WNSA Cities and RRC for Test Year 2022 Capital Investment. This is the 1 st IRA filing after Docket No. OS-22-00009896.
June 12, 2023	Town of Anthony denied the Company's 1 st IRA application.
June 13, 2023	Case No. 00012849: Commission issues an Interim Rate Adjustment Order approving 1 st IRA rates.
June 15, 2023	City of Socorro denied the Company's 1 st IRA application
June 20, 2023	City of El Paso denied the Company's 1 st IRA application.
June 28, 2023	Case No. 00014397: TGS filed an appeal with the RRC of the denials of the City of El Paso, Town of Anthony and City of Socorro.
July 18, 2023	City of El Paso Issues a Show Cause Order

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