

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 FOR THE REGULAR COUNCIL MEETING

September 12, 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: 804-513-312#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on September 12, 2023, at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. <http://www.elpasotexas.gov/videos>
Via television on City15,
YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

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

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

At the prompt please enter the corresponding Conference ID: 804-513-312#

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:

Isabel Salcido

A quorum of City Council must participate in the meeting.

ROLL CALL

**INVOCATION BY THE MINISTRY COORDINATOR FOR THE EL PASO COUNTY
SHERIFF'S OFFICE, AND CHAPLAIN EMERITUS FOR THE EL PASO POLICE
DEPARTMENT SAM FARAONE**

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

National Recovery Month

Gold Out Child Cancer Awareness Month

National Surgical Technologists Week

El Paso Children's Hospital Childhood Cancer Awareness Month

2023 National Dance Alliance Spirit Rally D1A National Title Winners UTEP Dance Team Day

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the Minutes of the Regular City Council Meeting of August 29, 2023 and the Work Session of August 14, 2023. [23-1212](#)

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

[23-129](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Nutcracker Brands LLC, a Delaware limited liability company ("Assignor"), and Almond Opportunity, LLC, a Nebraska limited liability company ("Assignee") for the following described property:

[23-1200](#)

A portion of Lots 4 and 5, Block 8, Butterfield Trail Industrial Park Unit One, Replat "A", in the City of El Paso, El Paso County, Texas, commonly known as 8 Zane Grey, El Paso, Texas.

District 3

Airport, Sam Rodriguez, (915) 212-7301

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

4. That the City Council authorizes the Mayor to sign a resolution that recognizes the donation to El Paso Police Department by Homeland Security Investigation, and sign any necessary documentation required for this donation, including the Departmental Acceptance of Donated Property form, as long as such documentation does not affect the approved budget of the City of El Paso.

[23-1201](#)

All Districts

Police, Assistant Chief Juan F. Briones, (915) 212-4309

5. That the City Council approve an Interlocal Agreement entered into by and between the City of El Paso, Texas and the Socorro Independent School District (SISD). The parties wish to provide authority to commissioned law enforcement officers hired by SISD, to issue parking citations for parking violations under the El Paso City Code in the vicinity of schools that are in the SISD district and within the El Paso City limits to ensure safety and efficiency for parking and traffic at and surrounding such schools.

[23-1202](#)

All Districts

Police, Assistant Chief Victor Zarur, (915) 212-4307

Municipal Court, Lilia Worrell, (915) 212-5822

6. A Resolution authorizing the Mayor to sign an updated Interlocal Agreement between the City and the Texas Department of Motor Vehicles for access to registered owner information by the El Paso Municipal Courts, Police Department, and Environmental Services Department.

[23-1204](#)

All Districts

Police, Steve Alvarado, (915) 212-6026

Municipal Court, Lilia Worrell, (915) 212-5822

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

7. That the City Manager is authorized to sign a Landscape Maintenance Agreement between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"), whereby City agrees to maintain landscape improvements on the BRIO/RTS Bus Stop Irrigation/Landscaping project, limited to the portions along US 62/180 (Montana Avenue) from Geronimo to Tierra Este, and State agrees to allow City to utilize State right-of-way.

[23-1198](#)

Districts 3, 5, 6

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

CONSENT AGENDA - SPECIAL APPOINTMENT:

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

8. That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District that the following persons be named directors of the District for the terms indicated:

[23-1205](#)

<u>Nominee</u>	<u>Term#</u>	<u>Expiration Date</u>
Maxey Scherr	1	August 2026
Manuel Burke	1	August 2026
Joanne Richardson	1*	August 2026
Yolanda Giner	1	August 2026
Kristi Daugherty	1	August 2026
Guillermo Garcia	1	August 2026
Patrick Merrick	1	August 2026

** Indicates candidate was appointed to a partial term and is being nominated for his/her first full term.*

District 8

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

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

9. Lauren Hanson to the City Plan Commission by Representative Cassandra Hernandez, District 3.

[23-1226](#)

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

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

10. Phillip Thomas Laign, Jr. to the Bond Overview Advisory Committee by City Representative Aleksandra Annello, District 2. [23-1231](#)
- Members of the City Council, Representative Aleksandra Annello, (915) 212-0002

Goal 8: Nurture and Promote a Healthy, Sustainable Community

11. Donna Juarez to the Veterans Affairs Advisory Committee by Representative Cassandra Hernandez, District 3. [23-1234](#)
- Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

12. Approve a tax refund for Lee Sukjin, in the amount of \$14,571.41 for an overpayment made on August 11, 2023 of 2022 taxes. (Geo. # C539-999-0180-0500). 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. [23-1207](#)
- All Districts**
Tax Office, Maria O. Pasillas, (915) 212-1737

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

13. For notation 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 \$500.00 from Martha Gonzalez. [23-1218](#)
- Members of the City Council, Representative Joe Molinar, (915) 212-0004

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

14. Discussion and action to approve a Resolution that the City of El Paso honors Oscar Venegas, Maria Elena Flood, and Modesto A. Gomez for their contributions to our community, prior to the 2023 Latino Legacy Awards hosted by Community en Accion. [23-1230](#)
- District 7**

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

15. Discussion and action to direct the City Manager to designate the second Monday in October of each year as Indigenous People's Day as part of continued efforts to address systemic racism towards Indigenous People and promote the closing of the equity gap for Indigenous People in our community. [23-1236](#)

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

16. Discussion and action to recognize September as Hunger Action Month in order to bring attention to food insecurity in our communities. [POSTPONED FROM 08-29-2023] [23-1192](#)

All Districts

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

17. Discussion and action to approve a Resolution that recognizes the week of September 10 to September 16, 2023, as "Welcome Week" and directs the City Manager to work with the El Paso Police Department to make any appropriate and necessary policy to ensure all El Paso residents feel safe and protected regardless of their race, nationality, or immigration status. [23-1227](#)

All Districts

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

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

18. Discussion and action to approve a Resolution to direct the City Manager to work with the Police Department, the Department's designated LGBTQ liaison, and a community stakeholder task force to evaluate new policies and training to improve how transgender and gender-diverse individuals are identified by the El Paso Police Department, to implement a list of bias-free policies, and to implement a Safe Place Program in the City of El Paso. [23-1233](#)

All Districts

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

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

19. Discussion and action to approve a Resolution to direct the City Manager to create a policy that ensures access for transgender individuals to freely use City facilities consistent with their gender identity and/or expression in City-owned buildings, and to direct the City Attorney to create an ordinance amending Title 5 of the City Code of Ordinances relating to single-user restrooms to require single-user restrooms to have gender-neutral signage. [23-1228](#)

All Districts

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

20. Discussion and action to authorize the expenditure of District 2 discretionary funds, in an amount not to exceed \$5,500.00, for Fall Festivals at Memorial Park Reserve, Sunrise Park, Grandview Park, and Seville Recreation Center, which serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through entertainment to citizens in El Paso, and by fostering community pride and encouraging civic engagement.

[23-1232](#)

District 2

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

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

21. Discussion regarding the effect of resign-to-run by members of City Council.

[23-1241](#)

All Districts

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

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

22. Discussion and action to direct the City Manager to evaluate existing ordinances, policies, and procedures related to school zone safety in collaboration with the Vision Zero task force and the Mobility Advisory Committee to draft any necessary updates to ensure safe crossings, intersection treatments, and appropriate signage at all schools within the City.

[23-1235](#)

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

23. Discussion and action to approve a Resolution recognizing "Constitution Day".

[23-1237](#)

All Districts

Members of the City Council, Representative Brian Kennedy, (915) 212-0001

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

24. TxDOT operational update on projects currently in design and estimated completion dates for construction projects to include reporting on aesthetic/landscaping elements.

[23-1197](#)

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

25. Management update on the Environmental Protection Agency's Solar for All Grant Program opportunity.

[23-1216](#)

All Districts

Climate and Sustainability, Nicole Ferrini, (915) 212-1659

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: 804-513-312#

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

26. An Ordinance vacating a 940 square-foot public utility easement, located within Lot 27, Block 21, Vista Real Unit Two, an addition to the City of El Paso, El Paso County, Texas.

[23-1196](#)

Subject Property: 12077 Banner Crest Dr.
Applicant: Elia A. Quiroga, SUET23-00002

District 6

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

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 26, 2023

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

27. An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Texas Tech University Health Sciences Center, to the following and described parcel:

[23-1206](#)

Lot 6, the East part of Lot 5, and part of Lot 7, Block 3, Hadlock's Suburban Gardens, an addition to the City of El Paso, El Paso County, as described in volume 3778 page 352, Official Public Records of Real Property of El Paso County, Texas.

in accordance with Section 34.05 (h) of the Tax Code. Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

District 2

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

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 26, 2023

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

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

[23-1209](#)

Award Summary:

Discussion and action to request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Leedsman Construction DBA Traffic Control Specialists Sales & Rentals, referencing Contract 2021-1127 Barricade Rental Services. This will be a change order to increase the award by \$241,795.13 for a total amount not to exceed \$1,246,475.63. This change order will add capacity due to increased usage that resulted from unexpected events such as the migrant crisis and to continue supporting events such as WinterFest activities.

Department:	Streets and Maintenance
Award to:	Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX
Total Estimated Award:	\$241,795.13
Account No:	532 - 1000 - 524110 - 32120 - P3210
Funding Source:	General Fund

District(s): All

This is a Low Bid, unit price contract.

All Districts

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

REGULAR AGENDA – EMERGENCY ORDINANCES:

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

29. Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019333 authorizing the City Manager to assign personnel and resources to assist in addressing the humanitarian and public safety crisis resulting from a mass migration through El Paso. [23-1211](#)

All Districts

City Manager's Office, Mario D'Agostino, (915) 212-1069

30. Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019485 due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso. [23-1210](#)

All Districts

City Manager's Office, Mario D'Agostino, (915) 212-1069

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

31. 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

32. 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

33. 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

34. 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

REGULAR AGENDA - OTHER BUSINESS:

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

35. Discussion and action that the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and the PIONEERS 21 INC., a Texas 501(c)(3) tax-exempt, non-profit corporation, to provide digital solutions for El Paso businesses and startups, website development, and digital marketing series for entrepreneurs, UTEP internships and Mija Pioneers, for an amount not to exceed \$650,000. [23-1203](#)

All Districts

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

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

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

36. Discussion and action requesting City Council support for the submission of the staff recommended grant application to the FY23 Strengthening Mobility and Revolutionizing Transportation (SMART) program for the ELP Airport City Lab Innovation Zone Project. [23-1199](#)

All Districts

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

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

37. Discussion and action regarding a solicitation for an executive search firm to conduct a national search for the hiring of a permanent City Manager, including but not limited to consideration of the scope of work for a national search. [23-1215](#)

All Districts

Human Resources, Mary Wiggins, (915) 212-1267

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

- 38.** Discussion and action on Trails and Trailheads, to include deprogramming two proposed trails "Ellis Lateral Connection Trail" and "Carolina to Emerson Trail"; transferring funds from deprogrammed trails to "Rio Grande Trail North"; and to place on hold the feasibility study of "Avispa Canyon" until council recommends an alignment. Will bring forward recommendation from Open Space Advisory Board (OSAB).

[23-1208](#)

District 1

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

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

- EX1.** The City of Houston v. The State of Texas, Intervenor City of San Antonio and City of El Paso, Cause No. D-1-GN-23-003474 & No. 03-23-00531-CV (551.071).

[23-1219](#)

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

- EX2.** Discussion on potential economic development opportunities in Northwest El Paso. HQ#23-1055; (551.087).

[23-1221](#)

Economic and International Development, Elizabeth Triggs, (915) 212-0095

- EX3.** Economic Incentives for Company Expansion and Headquarters to be located in the City of El Paso. HQ#23-939; (551.087).

[23-1222](#)

Economic and International Development, Elizabeth Triggs, (915) 212-0095

- EX4.** Economic Incentives for the expansion of a Manufacturing Company located in the City of El Paso. HQ#23-476; (551.087).

[23-1223](#)

Economic and International Development, Elizabeth Triggs, (915) 212-0095

- EX5.** Workplace Complaint submitted to the City by Chief Internal Auditor (551.071)

[23-1239](#)

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

ADJOURN

NOTICE TO THE PUBLIC:

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

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

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1212, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of August 29, 2023 and the Work Session of August 14, 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

CITY COUNCIL WORK SESSION MINUTES
August 14, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:10 A.M.

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:40 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Joe Molinar, Isabel Salcido, Art Fierro, Henry Rivera, and Chris Canales. Late Arrival: Cassandra Hernandez at 9:49 a.m. Early departures: Cassandra Hernandez at 10:30 a.m. and Isabel Salcido at 4:15 p.m.
.....

AGENDA

.....
ITEMS 1 AND 2 WERE TAKEN TOGETHER

1. ORDINANCE 019529

**AN EMERGENCY ORDINANCE EXTENDING EMERGENCY
ORDINANCE NO. 019333 AUTHORIZING THE CITY MANAGER TO ASSIGN
PERSONNEL AND RESOURCES TO ASSIST IN ADDRESSING THE
HUMANITARIAN AND PUBLIC SAFETY CRISIS RESULTING FROM A MASS
MIGRATION THROUGH EL PASO**

WHEREAS, on May 23, 2022, the Mayor and City Council of the City of El Paso (the "City") passed an Emergency Ordinance No. 019333 "Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso"; and

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

WHEREAS, the Biden administration ended the COVID-19 public health emergency on May 11, 2023 ending all use of Title 42 as a mechanism to control the border; and

WHEREAS, on the eve of the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,000 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, the Southwest had 499,545 land border encounters in the month of June, 2023; and

WHEREAS, the El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 13,229 land border encounters in the month of June, 2023 and a total of 347,629 encounters for federal fiscal year 2023; and

WHEREAS, when the CBP Central Processing Center is over capacity and the non-governmental organizations (NGOs) space is unavailable, that is when the potential for street releases arises; and

WHEREAS, CBP has released many migrants onto downtown streets leaving many migrants without shelter; and

WHEREAS, in the month of July 2023, approximately 2,100 migrants have been released into the community weekly; and

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

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

WHEREAS, beginning in late August 2022, the El Paso sector experienced a surge of over 2,000 migrants presenting themselves daily to CBP, primarily made up of unsponsored single adults from Venezuela, resulting in over 1,000 street releases by CBP; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, due to this high volume, the number of refugees and asylum seekers released to the NGO and the City’s Migrant Welcome Center, was over 1,000 on a daily basis; and

WHEREAS, on September 7, 2022, the City and OEM stood up a migrant Welcome Center to assist with transportation assistance providing services and meals to over 19,300 migrants through October 20, 2022, and

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

WHEREAS, in response to the number of migrants arriving at the border, on January 5, 2023, the Department of Homeland Security created a humanitarian parole program for migrants from Cuba, Haiti, and Nicaragua similar to the program already available to Venezuelans; and

WHEREAS, on January 8, 2023, President Biden visited the border to assess the situation in part because the number of migrants has gained the attention of the media and national leadership; and

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

WHEREAS, on March 12, 2023, border officials barricaded and closed down the Paso del Norte bridge due to a breach of public safety involving hundreds of migrants present on the bridge due to rumors about the relaxation of immigration restrictions circulated on social media sites; and

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

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

WHEREAS, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operation of the El Paso International Airport ("EPIA") and to ensure that those operations are conducted in compliance with the rules and regulations regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

WHEREAS, EPIA in recent past, became saturated with migrants awaiting air travel and could need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

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

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

WHEREAS, the encampment of large groups of migrants on City rights of way, parks and other City property has led to street closure and cessation of the streetcar service; and

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

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

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

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

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

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

WHEREAS, this Ordinance shall remain in effect until otherwise terminated, re-enacted, superseded by a conflicting ordinance, El Paso Local Health Authority Ordinance, state or federal law, or repealed automatically as of the 31st day following the date on which it was adopted unless re-enacted pursuant to City Charter Section 3.10.

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

1. That the Emergency Ordinance No. 019333 passed and adopted by the City Council of the City of El Paso on May 23, 2022 is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

2.

ORDINANCE 019530

**AN EMERGENCY ORDINANCE
EXTENDING EMERGENCY ORDINANCE NO. 019485 DUE TO
A HUMANITARIAN, SECURITY, AND ECONOMIC CRISIS
RESULTING FROM A MASS MIGRATION THROUGH EL PASO**

WHEREAS, on May 8, 2023, the El Paso City Council passed Emergency Ordinance No. 019485 "Due to a Humanitarian, Security, and Economic Crisis Resulting from a Mass Migration through the City of El Paso (the "City")"; and

WHEREAS, for federal fiscal year 2023, Southwest encounters were at 1,513,441 of which 549,593 were Title 42; and

WHEREAS, the El Paso sector of CBP had 13,229 land border encounters in the month of June, 2023; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.-Mexico border awaiting processing after Title 42, which is a COVID-19 era mechanism, ended along with the expiration of the Public Health Emergency for COVID-19; and

WHEREAS, prior to the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,900 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, DHS has created an immigration benefit through which migrants from certain nations can request asylum and be paroled into the country; and

WHEREAS, upon the migrants' arrival into the United States, they are held by CBP who processes, sets for hearing and then releases migrants onto El Paso streets with little to no resources; and

WHEREAS, the number of migrants in need of shelter has exceeded the shelter space available through local, state, and federal partnerships; and

WHEREAS, the City lacks an extensive transportation infrastructure to facilitate the movement of migrants out of the region further increasing demand on shelters; and

WHEREAS, state and federal infrastructure and support is critical to support local efforts to effectively and safely care for mass groups of migrants entering the City; and

WHEREAS, U.S. Customs and Border Protection (CBP) has surged its personnel and resources along the southern border to increase processing capacity to ensure a humane environment for those being processed; and

WHEREAS, the primary challenge for the non-governmental organizations (NGOs) assisting in the effort is that the NGOs do not have the volunteer base to sustain or increase current capacity at their current hospitality sites; and

WHEREAS, the Office of Emergency Management has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with migrant operations; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, the number of migrants released into the community has been as high as 1,700 in a single day; and

WHEREAS, the volume of migrants at the border and released into the United States has gained the attention of international and national media; and

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

WHEREAS, donations to the migrants from the public are best received at the assisting NGOs and shelters in lieu of delivery to spaces where migrants gather; and

WHEREAS, additional shelter space is being prepared for the thousands of migrants released into the community; and

WHEREAS, camping in public spaces is prohibited under Section 48.05 of the Texas Penal Code; and

WHEREAS, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

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

WHEREAS, in recent months, the El Paso International Airport became saturated with migrants awaiting air travel and shelter, and the City of El Paso may need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure, clean and comply with all related legal requirements regarding its facilities as the demand for air travel can increase exponentially; and

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

WHEREAS, based on mass migration events in the recent past including protests and closures of the international bridges, the City has experienced several significant delays at the international ports-of-entry to include trade delays; and

WHEREAS, the City of El Paso has determined that extraordinary measures must be taken to protect all people in and coming through the City; and

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

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

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

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

1. That an emergency exists as described in clear and specific terms in the recitals above, which are incorporated herein.
2. That the state of disaster proclaimed for the City of El Paso by the Mayor on May 8, 2023 and extended by unanimous vote of City Council shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by order of the City Council, whichever is sooner.
3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10 and is effective upon adoption.

Assistant Fire Chief Jorge Rodriguez, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Annello and Salcido commented.

The following City staff members commented:

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

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

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

NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinances.

.....
3. ITEM: For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on June 20, 2023.

1. Discussion and action on the update to the City of El Paso Investment Policy.
 - a. Motion made by Representative Fierro, seconded by Representative Annello, and approved by Representative Kennedy, Representative Annello, Representative Fierro, and Representative Molinar to bring the full City of El Paso Investment Policy presentation to City Council.
2. Discussion and action on the City of El Paso Internal Auditor Charter.
 - a. Motion made by Representative Fierro, seconded by Representative Annello, and approved by Representative Kennedy, Representative Annello, Representative Fierro, and Representative Molinar to bring the final City of El Paso Internal Auditor Charter to City Council.
3. Discussion and action on FY 2022-2023 Audit Plan 3rd Quarter Updates.
 - a. Motion made by Representative Fierro, seconded by Representative Molinar, and approved by Representative Kennedy, Representative Annello, Representative Fierro, and Representative Molinar to accept the 3rd Quarter Update.
4. Discussion on Client Surveys.

Mr. Edmundo Calderon, Chief Internal Auditor, provided a briefing of the July 20, 2023 meeting and introduced Mr. Daryl Olson, Interim Internal Audit Manager.

NO ACTION was taken on this item.

.....
4. ITEM: Discussion and action on implementing an economic development strategy at El Paso International Airport to support the aerospace and defense industries through the establishment of a regional advanced manufacturing industry cluster to create more quality career opportunities for El Paso residents, diversify the tax base, and enhance the overall resilience of the local economy by adopting and implementing development tools that support, replicate, expand and sustain current efforts.

Ms. Elizabeth Triggs, Economic and International Development Director and Mr. Sam Rodriguez, Chief Operations Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

Ms. Cary Westin, Interim City Manager, commented.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Rivera, and unanimously carried to **DIRECT** the City Manager to finalize the ELP Development Policy

1. Updated policy that ensures ROI for City while also better meeting business growth needs.
2. Set up the ELP Development Corporation (ELPDC) to ensure growth is financially sustainable.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

.....
The meeting was **RECESSED** at 11:14 a.m. on August 14, 2023 for a short break and
RECONVENED at 12:02 p.m. on August 14, 2023
.....

5. Presentation and submission of the No-New Revenue Tax Rate and Voter-Approval Tax Rate for the FY 2023 - 2024 taxes.

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

Mr. Cortinas mentioned that the No-New Revenue tax rate proposed is \$0.818875.

NO ACTION was taken on this item.

6. Public Hearing on the Proposed Budget, as amended, for the City of El Paso, filed by the City Manager with the City Clerk on July 14, 2023, which begins on September 1, 2023, and ends on August 31, 2024.

The public hearing was **OPENED** at 11:01 a.m., there was no public comment.

The public hearing was **CLOSED** at 11:01 a.m.

NO ACTION was taken on this item.

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

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

Mr. Cortinas' presentation included the following recommended adjustments to the FY2024 budget shown on Page 7 of the presentation:

	FY 2023 Budget	FY 2024 Proposed	FY 2024 Revised	Recommended Adjustment to Proposed
Facilities	\$1.00 million	\$1.50 million	\$6.00 million	\$4.50 million
Public Safety Capital	\$7.00 million	\$7.00 million	\$9.40 million	\$2.40 million
Citywide Vehicles	\$1.00 million	\$1.50 million	\$2.00 million	\$0.50 million
Streets Dept. Heavy Equipment		\$0	\$3.00 million	\$3.00 million
Compensation Increases (eff. Sept)		\$8.40 million	\$11.0 million	\$2.60 million
Climate & Sustainability Office	\$0.25 million	\$0.35 million	\$0.60 million	\$0.30 million
Municipal ID (placeholder)		\$0	\$0.20 million	\$0.20 million
Internal Audit (cyber audits)		\$0.10 million	\$0.20 million	\$0.10 million
Total	\$9.25 million	\$18.65 million	\$32.40 million	\$13.60 million

Mayor Leeser and Representatives Annello and Salcido commented.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy and unanimously carried to **APPROVE** the recommended adjustments.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

8. Presentation, discussion, and action by the Financing of Election Campaigns Cross-Functional Team providing information on key activities, efforts, and processes.

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

- Mr. Robert Cortinas, Chief Financial Officer
- Ms. Laura D. Prine, City Clerk
- Ms. Kristen Hamilton-Karam, Deputy City Attorney
- Mr. Carlos Olmedo, International Bridges Strategic Project Manager
- Mr. Adrian Martinez, Research and Management Assistant, City Clerk's Office
- Ms. Karla Saenz, Assistant City Attorney

Mayor Leeser and Representatives Kennedy, Annello, Molinar, Salcido, Fierro, and Canales commented.

Ms. Karla Nieman, City Attorney, commented.

The following members of the public commented:

1. Ms. Angel Ulloa
2. Ms. Kathy Staudt
3. Ms. Veronica Carbajal
4. Mr. Josh Simmons

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

5. Mr. Xavier Miranda
6. Mr. Manuel Perez

7. Mr. Oscar Martinez
8. Mr. Alberto Mesta
9. Ms. Anne Giangiulio
10. Mr. Kenneth Bell
11. Ms. Kitty Spalding
12. Mr. Wesley Lawrence
13. Ms. Jeannette Nevarez
14. Ms. Ana Reza
15. Ms. Vanessa Medrano
16. Ms. Kim Schulte
17. Ms. Raquel Rojo
18. Ms. Vero Ann Carrillo
19. Ms. Carmen Rodriguez
20. Mr. Marc Salazar
21. Ms. Peggy Hinkle
22. Ms. Kathleen Kapenga

1ST MOTION

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 2:31 p.m. on August 14, 2023 pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071.

Section 551.071 CONSULTATION WITH ATTORNEY

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

2ND MOTION

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 5:28 p.m. on August 14, 2023 and **RECONVENE** the meeting of the City Council at which time a motion was made:

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez and Salcido

3RD AND FINAL MOTION

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried that City Council **DIRECTS** the City Manager and City Attorney to return in eight weeks with updates regarding campaign contribution limits and provide proposals that will address concerns related to campaign contributions after elections occur.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez and Salcido

.....
EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 2:31 p.m. on August 14, 2023 pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections

551.071 - 551.089 to discuss the executive session items **EX2 through EX7** and Item **8 from the Regular Agenda**.

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 5:28 p.m. on August 14, 2023 and **RECONVENE** the meeting of the City Council at which time motions were made:

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez and Salcido

.....
The Work Session was **RECESSED** at 5:34 p.m. on **August 14, 2023**.

The Work Session was **RECONVENED** at 12:48 p.m. on **August 15, 2023** with Mayor Leeser and Representatives Kennedy, Annello, Hernandez, Molinar, Fierro, Rivera, and Canales present. Representative Isabel Salcido was absent.

.....
EX1. ITEM DISCUSSED ON AUGUST 15, 2023

In re: Aqueous Film-Forming Foam Products Multi-District Litigation MDL NO. 2873 (551.071)

Mayor Leeser commented.

Ms. Karla Nieman, City Attorney, commented.

1ST MOTION

Motion made by Representative Fierro, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 12:49 p.m. on August 15, 2023 pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551.071 - 551.089.

Section 551.071 CONSULTATION WITH ATTORNEY

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

NAYS: None

ABSENT: Representative Salcido

2ND MOTION

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 1:31 p.m. on August 15, 2023 and **RECONVENE** the meeting of the City Council at which time a motion was made:

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Kennedy and Fierro

ABSENT: Representative Salcido

3RD AND FINAL MOTION

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried that the City Attorney, in consultation with the City Manager, be **AUTHORIZED** to enter into the lawsuit styled In re: Aqueous Film-Forming Foam Products Multi-District Litigation MDL NO. 2873 and to hire and retain outside counsel, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Kennedy

ABSENT: Representative Salcido

EX2. Claim of Martinez Bros Contractors, LLC. Matter No. 21-1044-1610 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Fierro, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be **AUTHORIZED** to participate in a mediation regarding the claim of *Martinez Bros. Contractors, LLC*, under Contract No. 2021-0260, in Matter No. 21-1044-1610, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority, should a settlement be reached in the case.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez and Salcido

EX3. Max Grossman v. City of El Paso; Texas Supreme Court, Case No. 21-1105. Matter No. 17-1001-171.001 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried that the City Attorney is **AUTHORIZED** to accept the proposed Rule 11 agreement in the matter of *Max Grossman v. City of El Paso*, in Matter Number 17-1001-171.001, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority and directing the City Manager, after the lawsuit is dismissed, to reopen the portion of Chihuahua Street currently closed, to include re-powering street lights, and other required work to enable its use as a public right-of-way.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez and Salcido

EX4. Villegas, Daniel vs. City of El Paso and Police Officers, et al. Cause No. 3:15-CV-00386; Matter No. 15-1026-6957 (551.071)

NO ACTION was taken on this item.

EX5. Application of El Paso Electric Company to Reconcile Fuel Costs; HQ#UTILITY-15 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Fierro, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to approve a settlement in-part, excluding items related to the costs associated with the Western Energy Imbalance Market, in *Application of El Paso Electric Company to Reconcile Fuel Costs*, under the Texas Public Utility Commission, Docket No. 54142, in Matter Number UTILITY-15, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez and Salcido

.....
EX6. Discussion on potential economic development opportunities through an incentive agreement HQ#23-1148 (551.087)

NO ACTION was taken on this item.

.....
EX7. Discussion on potential economic development opportunities in Northwest El Paso HQ#23-1055 (551.087)

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the meeting at **1:32 p.m. on August 15, 2023**

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Kennedy

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

MINUTES FOR REGULAR COUNCIL MEETING

AUGUST 29, 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 9:04 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, and Henry Rivera. Late arrival: Chris Canales at 10:24 a.m. Early departures: Cassandra Hernandez at 4:12 p.m. and Alexsandra Annello at 4:33 p.m.

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

The Regular City Council meeting was **RECESSED** at 9:49 a.m. in order to take photos with the honorees and convene the Mass Transit Department Board meeting.

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

NOTICE TO THE PUBLIC

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Canales

.....
CONSENT AGENDA – APPROVAL OF MINUTES:
.....

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

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of August 15, 2023, the Agenda Review of August 14, 2023, and the Special Meeting of July 11, 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**

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.

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

.....
4. ***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 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.

**Exhibits available at the City Clerk's Office

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

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

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.

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 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 carry out the agreement.

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

7.

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

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.

.....
CONSENT AGENDA – SPECIAL APPOINTMENTS:
.....

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

8. *Motion made, seconded, and unanimously carried to **RATIFY** the re-appointment of William Veliz to the Fire and Police Pension Fund Board of Trustees by Interim City Manager Cary Westin.

.....

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

.....

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

.....

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

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)

.....
<u>REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL</u>
.....

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

.....

10. **ITEM:** 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.

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

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Mr. Cary Westin, Interim City Manager

The following members of the public commented:

1. Ms. Nydia Reveles
2. Mr. Wesley Lawrence
3. Ms., Lorena Edwards
4. Ms. Andi Rose Tiscareno
5. Mr. Andrew Nunez-Rupert
6. Ms. Lisa Turner
7. Ms. Amber Perez

NO ACTION was taken on this item.

.....

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

.....

ITEMS 11, 12 AND ADD1. WERE TAKEN TOGETHER

11. **ITEM:** 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.
12. **ITEM:** 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.

Mayor Leaser and Representatives Kennedy, Annello, Hernandez, Rivera, and Canales commented.

The following City staff members commented:

1. Mr. Cary Westin, Interim City Manager
2. Ms. Mary Wiggins, Chief Human Resources Officer
3. Ms. Nicole Cote, Office of Management and Budget and Purchasing and Strategic Sourcing Managing Director
4. Mr. Robert Cortinas, Chief Financial Officer
5. Ms. Karla Nieman, City Attorney

Ms. Lisa Turner, citizen, commented.

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Fierro, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 3:03 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551.071 to discuss the items.

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

NAYS: None

2ND MOTION

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 3:35 p.m. and **RECONVENE** the meeting of the City Council.

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

NAYS: None

NO FURTHER ACTION was taken on Items 11 and 12.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

13.

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.

Representative Rivera read the resolution into the record.

Mayor Leeser and Representative Kennedy commented.

Ms. Mary Yanez, El Paso Community College Senior Adult Program Director, commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Canales

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

*Motion made, seconded, and unanimously carried to **POSTPONE** the item for **TWO WEEKS**.

.....
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.

Ms. Olivia Montalvo- Patrick, Streets and Maintenance Lead Planner, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

NO ACTION was taken on this item.

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

The following members of the public commented:

1. Mr. Benjamin Alva
2. Mr. Rene Corral
3. Mr. Gerardo Molinar
4. Mr. Christopher Corral
5. Mr. Ron Comeau
6. Ms. Rosemary Dolan – Statement read into the record by the City Clerk
7. Ms. Elena Lemmon
8. Ms. Josie Guzman
9. Mr. Mark Fierro
10. Ms. Barbara Valencia
11. Ms. Isabel Arata
12. Ms. Nadia Hernandez
13. Mr. Andre Schonenstein
14. Ms. Karen Washington
15. Ms. Dianna Valenzuela
16. Ms. Bonnie Galvan - Statement read into the record by the City Clerk
17. Ms. Krystal Rocha
18. Mr. Raul Escobedo – Statement read into the record by the City Clerk
19. Mr. Eddie Chavez

.....
The Regular City Council meeting was **RECESSED** at 1:13 p.m. for lunch.

The Regular City council meeting was **RECONVENED** at 2:06 p.m.

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

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

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

.....
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.

Subject Property: 904 Fireside Ln.

Applicant: Rosario Olivera, SUET23-00001

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.

18. An Ordinance granting El Paso Bench Ads, LLC a non-exclusive franchise for waste containers on sidewalks and other City property.

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.

Subject Property: Mobile Street

Applicant: El Paso Electric Company, SURW23-00004

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 12, 2023 FOR ITEMS 16 THROUGH 19

REGULAR AGENDA – OTHER BIDS, COTNRACTS, PROCUREMENTS:

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

20. Motion made by Representative Hernandez, seconded by Representative Molinar, and carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing Department 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.

Mayor Leaser and Representative Canales commented.

The following City staff members commented:

- Mr. Rene Barraza, Streets and Maintenance Administrative Services Manager
- Mr. Nicholas Ybarra, Environmental Services Director
- Mr. Derek Russell, Senior Procurement Analyst

Ms. Lisa Turner, citizen, commented.

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

NAYS: Representative Kennedy

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

21.

ORDINANCE 019535

The City Clerk read an Ordinance entitled: **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.**

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

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

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

NAYS: None

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

22.

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 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.

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.

Mayor Leeser commented.

The following members of the public commented:

1. Ms. Lisa Turner
2. Ms. Leila Melendez
3. Ms. Blanca Cervantes
4. Ms. Patty Delgado

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

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

NAYS: None

23.

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.

Mr. Carlos Ortega, Medical Center of the Americas Chief Executive Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leaser commented.

The following City staff members commented:

- Ms. Elizabeth Triggs, Economic and International Development Director
- Ms. Karla Nieman, City Attorney

Ms. Arlene Carrol, WestStar Bank Senior Vice President, commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Molinar

24.

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.

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

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

NAYS: None

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

25.

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.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

-
- 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.

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

- Ms. Nicole Cote, Office of Management and Budget and Purchasing and Strategic Sourcing Managing Director
- Ms. Nichole Ruiz, El Paso Chamber of Commerce Director of Government Affairs and Public Policy,
- Mr. Scott Kesner, Greater El Paso Association of Realtors Governmental Affairs Chair
- Ms. Heidy Seoenz, Short-Term Rental Alliance President, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

The following Short-Term Rental Alliance members introduced themselves:

Ms. Samantha Maldonado

Mr. Raymundo Rocha

Ms. Erica Rocha
Mr. Juan Carlos Enriquez
Ms. Jasmin Rosales

Mayor Leeser and Representatives Hernandez, Salcido, Fiero, and Canales commented.

The following City staff members commented.:

- Mr. Cary Westin, Interim City Manager
- Ms. Carolyn Patrick, Deputy Chief Information Officer
- Mr. Kevin Smith, Planning and Inspections Assistant Director

The following members of the public commented:

1. Mr. Rick Snow
2. Ms. Tiffany Menefee
3. Mr. Juan Carlos Enriquez
4. Ms. Lisa Turner
5. Mr. Leopoldo Artalejo
6. Mr. Ralph Crouse
7. Mr. Ray Rocha
8. Ms. Jenny Solo

Motion made by Representative Fierro, seconded by Representative Salcido, and unanimously carried to **DIRECT** the City Manager to monitor the pilot program through 311 for complaints, concerns or any community issues and to **BRING AN UPDATE** to City Council in one year.

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

NAYS: None

27. ITEM: Discussion and action on Texas Gas Service GRIP Reimbursement – Show Cause Hearing; HQ#UTILITY-13.

Mr. Donald Davie, Assistant City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. Alejandro Limon, Texas Gas Service Vice President of Operations, introduced the following Texas Gas Services' representatives who were available to answer questions:

- Mr. Anthony Brown, Texas Gas Service Rates Manger
- Ms. Elizabeth O'Hara, Texas Gas Service Regional Manager of Community Relations
- Mr. Jeff Husen, Vice President of Rates and Regulatory for One Gas
- Judy Hitchye, Rates and Regulatory Managing Attorney

Ms. Kate Norman, Partner at Coffin Renner, LLP, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Kennedy and Canales commented.

Ms. Lisa Turner, citizen, commented.

1ST MOTION

Motion made by Representative Salcido, seconded by Representative Annello, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 4:12 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY

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

NAYS: None

2ND MOTION

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the Executive Session at 5:22 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

AYES: Representatives Kennedy, Salcido, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello, Hernandez, and Molinar

3RD AND FINAL MOTION

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Kennedy, and unanimously carried that:

Texas Gas Service Company, a division of One Gas, Inc, provides natural gas distribution service within the City of El Paso.

The City of El Paso has original jurisdiction over the rates and services of Texas Gas Service Company.

On March 11, 2022, Texas Gas Service Company filed a request with the City of El Paso for an interim rate increase pursuant to Texas. Utility Code Sec. 104.401 for gas service within the City of El Paso.

On June 22, 2022, the City Council denied the requested interim increase.

Texas Gas Service 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.

Texas Gas Service Company appealed the decision of the City Council to the Railroad Commission of Texas which case was docketed as Case No 000010195.

By Order dated August 30, 2022, the Railroad Commission of Texas granted the Appeal and approved rates for bills rendered on or after August 30, 2022.

Texas Gas Service Company estimated the additional revenues it was charging were approximately \$91,730 per week, or an approximate total of \$770,532 for the period between July 1, 2022 and August 30, 2022.

On July 17, 2023, the City Council ordered Texas Gas Service to appear before them on August 29, 2023 to show cause why it should not immediately refund the revenues collected from the charges between July 1, 2022 and August 29, 2022.

On August 29, 2023 representatives of Texas Service appeared before City Council to show cause.

The City Council of the City of El Paso, after consideration of the testimony of Texas Gas Service, orders Texas Gas Service to refund City of El Paso Ratepayers the revenues collected from the unlawful charges between July 1, 2022 and August 29, 2022, with interest.

The refund should be completed, via customer bill credit, within sixty (60) days of this motion, starting with bills sent on or after October 1, 2023.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez

ADDITION TO THE AGENDA

REGULAR AGENDA – OTHER BIDS, CONTRACTS PROCUREMENTS:

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

THIS ITEM WAS TAKEN WITH ITEMS 11 AND 12

ADD1. ITEM: Discussion and action on the award of Solicitation 2023-0468R Executive Recruitment Services - City Manager to Baker Tilly US, LLP for an estimated amount of \$37,200.00. This contract will assist the City with conducting a search to select a new City Manager.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$14,200.00, which represents a 61.74% increase due to additional scope of work added to the contract and price increases in the marketplace.

Department:	Human Resources
Award to:	Baker Tilly US, LLP
	Madison, WI
Term:	Upon Completion
Total Estimated Award:	\$37,200.00
Account No:	209-3500-14045-521160-P1414
Funding Source:	Self-Insured Fund
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and the Human Resource departments recommend award as indicated to Baker Tilly US, LLP the highest ranked offeror based on evaluation factors established for this procurement. Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Fierro, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 3:03 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551.071 to discuss the item.

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

NAYS: None

2ND MOTION

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 3:35 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

NAYS: None

3RD MOTION

Motion made by Representative Hernandez, seconded by Representative Canales to **APPROVE** the item.

AYES: Representatives Hernandez, Rivera, and Canales

NAYS: Representatives Kennedy, Annello, Molinar, Salcido, and Fierro

THE MOTION FAILED.

4TH AND FINAL MOTION

Motion made by Mayor Pro Tempore Annello, seconded by Representative Fierro, and carried to **REJECT** all bids for Solicitation 2023-0468R Executive Recruitment Services - City Manager.

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

NAYS: Representatives Hernandez, Rivera, and Canales

EXECUTIVE SESSION

Motion made by Representative Salcido, seconded by Representative Annello, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 4:12 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

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

NAYS: None

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the Executive Session at 5:22 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Kennedy, Salcido, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello, Hernandez, and Molinar

EX1. United States of America v. City of El Paso, Texas; United Road Towing Inc d/b/a Ur Vehicle Management Solutions and Rod Robertson Enterprise, Inc; 3:23-CV-00044; (551.071)

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera and unanimously carried that the City Attorney, in consultation with the City Manager, be **AUTHORIZED** to hire and retain outside counsel in the lawsuit styled United States of America vs. City of El Paso, Texas; United Road Towing Inc. d/b/a UR Vehicle Management Solutions and Rod Robertson Enterprise, Inc, Cause No: 3:23-CV-00044 and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez

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

Mayor Leeser and Representative Canales commented.

Ms. Lisa Turner, citizen, commented.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to approve the filing and authorize intervention and hire outside counsel and experts as needed in the *El Paso Electric Company Petition for Approval of the Green Energy Plus Tariff*, under the Texas Public Utility Commission, in Matter Number UTILITY-18, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez

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

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be **AUTHORIZED** to engage in Settlement Negotiations and/or Settlement with the Comptroller of Public Accounts of the State of Texas in the Sales & Use Tax Audit in Matter Number HighQ# 23-1283, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez

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

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and carried that the City Manager is **DIRECTED** to take all necessary and appropriate actions to locate the El Paso Police Department Headquarters at the 300-acre property east of Martin Luther King, Jr. Boulevard in Northeast El Paso, together with the City's Police and Fire Academies and the El Paso Fire Department Headquarters.

AYES: Representatives Kennedy, Salcido, Fierro, Rivera, and Canales

NAYS: Representative Molinar

NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez

.....
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)

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried that the City Manager is **DIRECTED** to take all necessary and appropriate actions to locate the El Paso Police Department Central Regional Command Center at the location identified as "Site A" in Executive Session, Item No. 23-1187, on August 29, 2023.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez

.....
<u>ADJOURN</u>
.....

Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 5:58 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello, Hernandez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-129, 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 #: 23-1200, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Nutcracker Brands LLC, a Delaware limited liability company ("Assignor"), and Almond Opportunity, LLC, a Nebraska limited liability company ("Assignee") for the following described property:

A portion of Lots 4 and 5, Block 8, Butterfield Trail Industrial Park Unit One, Replat "A", in the City of El Paso, El Paso County, Texas, commonly known as 8 Zane Grey, El Paso, Texas.

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

DEPARTMENT: Aviation

AGENDA DATE: September 12, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Sam Rodriguez, Aviation Director, (915) 212-7301

DISTRICT(S) AFFECTED: District 3

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

SUBJECT:

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Nutcracker Brands LLC, a Delaware limited liability company ("Assignor"), and Almond Opportunity, LLC, a Nebraska limited liability company ("Assignee") for the following described property:

A portion of Lots 4 and 5, Block 8, Butterfield Trail Industrial Park Unit One, Replat "A", in the City of El Paso, Texas, commonly known as 8 Zane Grey, El Paso, Texas.

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval of this Lessor's Approval of Assignment to allow the transfer of rights possessed by Harvest Manor Farms, LLC which merged into Flavor House Products, Inc. and changed its name to Nutcracker Brands, LLC, to Almond Opportunity, LLC. Almond Opportunity, LLC is also the lessee at 11 Leigh Fisher, El Paso, Texas, the adjacent property.

Rental Fee: 233,860 square feet at \$0.1452 = \$33,956.52 annually / \$2,829.71 monthly. No rental adjustment is due at this time.

Term: Initial term of thirty-eight (38) years and 3 months with two (2) options of ten (10) years and one (1) option of five (5) years.

PRIOR COUNCIL ACTION:

- November 1, 1986 – Approval of Butterfield Trail Industrial Park Lease
- February 6, 1990 – Easement Agreement
- December 15, 1990 – First Amendment to add one additional ten (10) year and one additional five (5) year option to the term
- September 24, 1991 – Lessor's Approval of Assignment to SNA Nut Company.
- February 20, 1996 – Lessor's Approval of Assignment to Morven Partners, L.P.
- February 8, 2005 – Lessor's Approval of Assignment to Harvest Manor Farms, LLC

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:



Sam Rodriguez, P.E., Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Nutcracker Brands LLC, a Delaware limited liability company ("Assignor"), and Almond Opportunity, LLC, a Nebraska limited liability company ("Assignee") for the following described property:

A portion of Lots 4 and 5, Block 8, Butterfield Trail Industrial Park Unit One, Replat "A", in the City of El Paso, Texas, commonly known as 8 Zane Grey, El Paso, Texas.

Approved this the ____ day of _____ 2023.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Larry Phifer

Larry H. Phifer
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez

Samuel Rodriguez, P.E.
Director of Aviation

RESOLUTION

23-1129/Aviation/TRAN -497678/Reso/LAA Almond Opportunity, LLC (8 Zane Grey)/LHP

STATE OF TEXAS §
 § LESSOR'S APPROVAL OF ASSIGNMENT
COUNTY OF EL PASO §

WHEREAS, the City of El Paso ("Lessor") entered into a Butterfield Trail Industrial Park Lease with an Effective Date of November 1, 1986 (the "Lease"), between the Lessor and Kasco Ventures 215, as amended, and assigned to SNA Nut Company on September 24, 1991; and subsequently assigned to Morven Partners, L.P. on February 20, 1996; and subsequently assigned to Harvest Manor Farms, LLC, on February 8, 2005, which merged with and into Flavor House Products, Inc. (the surviving corporation) on September 30, 2012 (as evidenced by the Certificate of Merger filed with the Delaware Secretary of State's Office on September 27, 2012 under corporate file number 0919834), and in connection with said merger, changed its name to Nutcracker Brands, Inc. by Restated Certificate of Incorporation attached to said Certificate of Merger, which later converted into Nutcracker Brands LLC, a Delaware limited liability company ("Assignor"), evidenced by the Certificate of Conversion from a Corporation to a Limited Liability Company filed with the Delaware Secretary of State's Office on August 20, 2019 under corporate file number 0919834; said Assignor being the current Lessee under the Lease, which Lease covers the following described property:

A portion of Lots 4 and 5, Block 8, Butterfield Trail Industrial Park Unit One, Replat "A", in the City of El Paso, Texas, commonly known as 8 Zane Grey, El Paso, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Assignor has requested the Lessor's approval and consent to Assignor's assignment of the Lease to Almond Opportunity, LLC, a Nebraska limited liability company ("Assignee"), and Lessor has agreed to provide its approval and consent to such assignment (the "Assignment and Assumption") subject to the terms and conditions of this agreement (this "Agreement").

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated into this Agreement.
2. **REPRESENTATIONS AND WARRANTIES; ASSUMPTION OF LEASE BY ASSIGNEE; LESSOR'S CONSENT.**

(a) Assignor hereby warrants and represents to Lessor that (i) Assignor has full power and authority to assign its rights and obligations under the Lease to Assignee; (ii) there are no outstanding liens, lien claims, or security interests created by, through or under Assignor encumbering the Property or Assignor's interest in the Lease; and (iii) Assignor is not in default of the Lease and, to Assignor's knowledge, no condition exists

which with the giving of notice or the passage of time would constitute a lessee default under the Lease.

- (b) As of the effective date of the Assignment and Assumption, Assignee hereby assumes all of Assignor's right, title and interest in and to the Lease and agrees to perform and be bound by all of the covenants, agreements, provisions, conditions and obligations of "Lessee" as set forth in the Lease (including, without limitation, all indemnification obligations), as if the Lease had originally been executed between Lessor and Assignee, including, without limitation, all accrued, unfulfilled liabilities and obligations of Assignor under the Lease prior to the Assignment and Assumption.
- (c) Assignor and Assignee agree to deliver written notice of the effective date of the Assignment and Assumption to Lessor at Lessor's notice address in the Lease as soon as reasonably practicable after the Assignment and Assumption, but not less than ten (10) days thereafter.
- (d) In reliance on the foregoing, Lessor hereby consents to the Assignment and Assumption. If Lessor does not receive written notice of the Assignment and Assumption from Assignor and Assignee within sixty (60) days after the Effective Date of this Agreement, Lessor may, at its option, in its sole and absolute discretion, withdraw its consent to the Assignment and Assumption by delivering written notice of same to Assignor and Assignee to the notice addresses set forth below.

- 3. **PROOF OF INSURANCE.** Prior to taking possession of the Property, Assignee shall deliver to Lessor at Lessor's notice address in the Lease a certificate of insurance showing that Assignee is in compliance with the lessee insurance requirements of the Lease as of the effective date of the Assignment and Assumption.
- 4. **RELEASE.** If Section 2(a) in this Agreement is true on the effective date of the Assignment and Assumption, then as of the date Assignor and Assignee deliver written notice to Lessor of the effective date of the Assignment and Assumption, the following release will become effective:

Assignor is hereby released and discharged by Lessor from all obligations and liabilities under the Lease first arising and accruing after the effective date of the Assignment and Assumption (such release specifically excludes, without limitation, any obligations and liabilities arising from or relating to events occurring prior to the effective date of the Assignment and Assumption).

- 5. **SECURITY DEPOSIT.** Prior to taking possession of the Property and not less than ten (10) days after the effective date of the Assignment and Assumption, Assignee shall pay Lessor a security deposit of \$8,489.13 to guarantee performance of its obligations under the Lease. If Assignee timely pays all rent due under the Lease and Assignee is not in default of the Lease for eighteen (18) consecutive calendar months after the effective date of the Assignment and Assumption, such security deposit shall be returned to Assignee within twenty (20) days after Lessor receives written notice from Assignee that Assignee

is entitled to the return of its security deposit. If Lessor is not required to return the security deposit as set forth above, Lessor shall, after all just and lawful offsets, return the security deposit due Assignee, if any, within sixty (60) days after the expiration or earlier termination of the Lease.

5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Agreement alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

 ASSIGNOR: c/o King & Spalding LLP
 Nutcracker Brands, LLC
 1100 Louisiana, Ste. 4100
 Houston, Texas 77002

 ASSIGNEE: Almond Opportunity, LLC
 129 N. 10th Street, Suite 313
 Lincoln, NE 68508
 Attn: Monte Froehlich
7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Agreement on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Agreement.
8. **NON-WAIVER.** Approval of the Assignment and Assumption hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
9. **EFFECTIVE DATE.** The Effective Date of this Agreement will be the date this document is approved by the El Paso City Council.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.
11. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

(Signatures begin on the following page)

APPROVED THIS _____ day of _____, 2023.

LESSOR: CITY OF EL PASO:

Cary S. Westin
Interim City Manager

APPROVED AS TO FORM:

Larry Phifer
Larry H. Phifer
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez
Samuel Rodriguez, P.E.
Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

Notary Public, State of Texas

Notary's Commission Expires:
Notary's Name (printed)

(Signatures continue on the following page)

ASSIGNOR:

Nutcracker Brands LLC,
a Delaware limited liability company

By: 
Harry Overly, Chief Executive Officer

ASSIGNOR'S ACKNOWLEDGEMENT

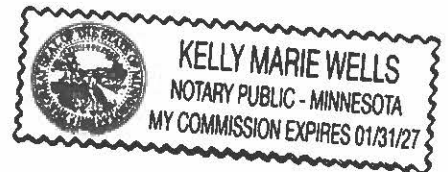
THE STATE OF Minnesota)
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 24 day of August, 2023
by Harry Overly, Chief Executive Officer of Nutcracker Brands LLC, a Delaware limited
liability company, on behalf of said limited liability company.

My Commission Expires:
1-31-27

Kelly Marie Wells
Notary Public, State of Minnesota

(Signatures continue on the following page)



ASSIGNEE:

Almond Opportunity, LLC,
a Nebraska limited liability company

By: 
Monte Froehlich, Managing Member

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF Nebraska)

COUNTY OF Lancaster)

This instrument was acknowledged before me on this 21 day of August, 2023
by Monte Froehlich, Managing Member of Almond Opportunity, LLC, a Nebraska limited
liability company, on behalf of said limited liability company.

My Commission Expires:
April 22, 2027


Notary Public, State of Nebraska

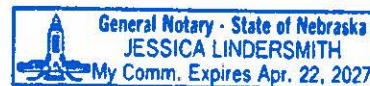


Exhibit "A"

**PROPERTY DESCRIPTION
5.369 ACRES**

Being the description of a portion of Lots 4 and 5, Block 8, Butterfield Trail Industrial Park Unit 1, Replat "A", City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a City Monument at the centerline intersection of Leigh Fisher Boulevard (120.00 feet wide) and Zane Grey Street (90 feet wide);

THENCE, along the centerline of said Zane Grey Street, North $00^{\circ}59'34''$ West, a distance of 546.48 feet to a point;

THENCE, leaving said centerline, North $89^{\circ}00'26''$ East, a distance of 45.00 feet to a point in the easterly right-of-way line of said Zane Grey Street and POINT OF BEGINNING for the herein described tract;

THENCE, along said easterly right-of-way line, North $00^{\circ}59'34''$ West, a distance of 467.72 feet to a point for corner;

THENCE, leaving said right-of-way line, North $89^{\circ}00'26''$ East, a distance of 500.00 feet to a point for corner in the westerly right-of-way line of a thirty-foot railroad right-of-way;

THENCE, along said westerly right-of-way line, South $00^{\circ}59'34''$ East, a distance of 467.72 feet to a point for corner;

THENCE, leaving said right-of-way line, South $89^{\circ}00'26''$ West, a distance of 500.00 feet to the POINT OF BEGINNING and containing 5.369 acres of land.



Legislation Text

File #: 23-1201, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Assistant Chief Juan F. Briones, (915) 212-4309

AGENDA LANGUAGE:

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

That the City Council authorizes the Mayor to sign a resolution that recognizes the donation to El Paso Police Department by Homeland Security Investigation, and sign any necessary documentation required for this donation, including the Departmental Acceptance of Donated Property form, as long as such documentation does not affect the approved budget of the City of El Paso.

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

AGENDA DATE: September 12, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Juan F. Briones, (915) 212-4309

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the Standard for a Safe and Secure City

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

SUBJECT:

That the City Council authorizes the Mayor to sign a resolution that recognizes the donation to El Paso Police Department (EPPD) by Homeland Security Investigations, and sign any necessary documentation required for this donation, including the Departmental Acceptance of Donated Property form, as long as such documentation does not affect the approved budget of the City of El Paso.

BACKGROUND / DISCUSSION:

The Homeland Security Investigations (HSI), El Paso Field Office, Special Response Team wishes to donate two Endeavor Robotics 510 PackBots to the El Paso Police Department. These are valued at approximately \$98,000 each. The donation will provide new technology to assist EPPD in its mission of protecting the public.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

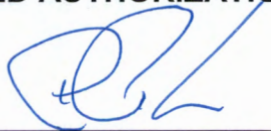
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Police Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



Peter Pacillas, Interim Chief, Police Department

RESOLUTION

WHEREAS, the Homeland Security Investigations ("HSI"), El Paso Field Office, Special Response Team ("SRT") wishes to donate two (2) Endeavor Robotics 510 PackBots ("510 PackBot robots") to the El Paso Police Department ("EPPD"); and

WHEREAS, the 510 PackBot robot is valued at approximately \$98,000.00 each, and can perform bomb disposal, real-time surveillance and reconnaissance, HazMat Detection, and mapping.

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

1. That the City of El Paso accepts, with gratitude, the donation from HSI to EPPD of two (2) Endeavor Robotics 510 PackBot robots.
2. That the City Council also authorizes the City Manager to sign any necessary documentation required for this donation, including the Departmental Acceptance of Donated Property form, as long as such documentation does not affect the approved budget of the City of El Paso.
3. That the City of El Paso recognizes the donation to EPPD by HSI, which will provide new technology to assist EPPD in its mission of protecting the public.

ADOPTED this _____ day of _____, 2023.

CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

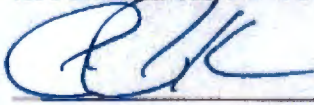
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas, Interim Chief
El Paso Police Department



*Homeland Security Investigations
Office of the Special Agent in Charge*

**U.S. Department of Homeland Security
11541 Montana Avenue
El Paso, Texas 79916**

May 19, 2023

**(A)Chief Pacillas
El Paso Police Department
911 N Raynor Street
El Paso, TX 79903**

Acting Chief Pacillas,

Recently, Homeland Security Investigations (HSI), El Paso, Special Response Team (SRT) acquired several Endeavor Robotics Packbot (510) platforms that had recently been refurbished by Teledyne FLIR. Due to the close partnership our Special Operations Programs have cultivated, and maintained over the years, HSI El Paso would like to donate two (2) of the 510 robots to the City of El Paso.

I can't express how much we value the partnership between our agencies and HSI El Paso will continue to offer any assistance we can to both the city of El Paso and the El Paso Police Department. We hope this donation provides your Special Operations Program(s) with a capability increase they can leverage to continue protecting the public we serve.

Sincerely,

A handwritten signature in black ink, appearing to read 'Francisco Burrola'.

**Francisco Burrola
Special Agent in Charge (SAC)
HSI El Paso**



{FOUO/LAW ENFORCEMENT SENSITIVE/FOUO}

DEPARTMENTAL ACCEPTANCE OF DONATED PROPERTY

TO: PROPERTY CONTROL OFFICE Receiving Department/
New Location of Property

El Paso Police Department

Work of Art? (If yes, check Box)

Originating Department HSI Originating Department Signature

Homeland Security Investigations

This is to certify that the following transfer of assets/property was made.

If yes above, is appraisal attached? ☐

[illegible]



510 PackBot® The man-transportable, multi-mission robot

Modular, adaptable and expandable, the 510 PackBot can perform bomb disposal, surveillance and reconnaissance, CBRNe/HazMat detection and mapping. Quickly configured based on mission needs, PackBot climbs and descends stairs and navigates narrow passages with sure footed efficiency. PackBot relays real-time video, audio, and sensor data while the operator remains at a safer stand-off distance. More than 4,600 PackBot robots have been delivered worldwide.

The battle-tested PackBot, deployable in less than two minutes, can reach speeds of up to 5.8 mph, overcome obstacles and debris and support numerous disruptors and a broad array of sensors that deliver real-time intelligence. PackBot climbs slopes and stairs up to 45 degrees, is submersible in three feet of water and is operational in all-weather environments.



Want to see the 510 PackBot in action?
View a video at www.EndeavorRobotics.com/products



Weight	31.6 lb (14.3 kg) mobility platform (no batteries) 21.1 lb (9.6 kg) manipulator
Run time	Up to 8 hrs
Mobility	
Speed	Up to 5.8 mph (9.3 km/h) Variable speed control
Agility	Zero radius turn
Slopes	45°
Stair Climbing	45° in base configuration
Manipulator Lift	11 lb (5 kg) at full extension [(73.5" (187 cm)) 44 lb (20 kg) close-in
Awareness	4 day and night capable cameras with zoom and illumination Two-way audio
Communication	Up to 3281 ft (1000 m) LOS range Mesh capable, interoperable with Endeavor Robotics family
Expansion Ports	Supports cameras, sensors, manipulators and disruptors More than 40 Accessories More than 20 disruptors supported 10 fully integrated HazMat/CBRNe sensors
Environmental	IP67, MIL-STD-810
Controller	Multiple controller options available



Endeavor
ROBOTICS™

© 2015 Endeavor Robotics. All rights reserved. PackBot is a registered trademark of Endeavor Robotics.

Sales Contact: 888.776.2687 (Toll Free in USA) • (415) 781-1300 (International Customers) • sales@EndeavorRobotics.com



Legislation Text

File #: 23-1202, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Assistant Chief Victor Zarur, (915) 212-4307

Municipal Court, Lilia Worrell, (915) 212-5822

AGENDA LANGUAGE:

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

That the City Council approve an Interlocal Agreement entered into by and between the City of El Paso, Texas and the Socorro Independent School District (SISD). The parties wish to provide authority to commissioned law enforcement officers hired by SISD, to issue parking citations for parking violations under the El Paso City Code in the vicinity of schools that are in the SISD district and within the El Paso City limits to ensure safety and efficiency for parking and traffic at and surrounding such schools.

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

AGENDA DATE: September 12, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Victor Zarur, (915) 212-4307, and Lilia Worrell (915) 212-5822-

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

That the City Council approve an Interlocal Agreement entered into by and between the City of El Paso, Texas and the Socorro Independent School District (SISD). The Parties wish to provide authority to commissioned law enforcement officers hired by SISD, to issue parking citations for parking violations under the El Paso City Code in the vicinity of schools that are in the SISD district and within the El Paso City limits to ensure safety and efficiency for parking and traffic at and surrounding such schools.

BACKGROUND / DISCUSSION:

An ordinance amendment under Title 12 - Vehicle and Traffic was approved by City Council on August 15, 2023. The amendment language allows substitute Associate Municipal Judges to serve as Hearing Officers. In addition, updates to the ordinance amendment allows commissioned officers working for independent school district(s) to issue parking citations within the El Paso City limits. With approval of aforementioned amendment this Interlocal agreement with SISD allows Municipal Court to provide the citations and process them, fines will be kept by the City.

PRIOR COUNCIL ACTION:

August 15, 2023

AMOUNT AND SOURCE OF FUNDING:

N/A

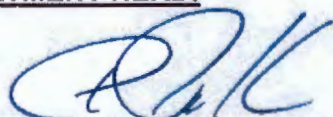
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Municipal Court

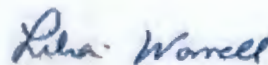
SECONDARY DEPARTMENT: Police Department

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

DEPARTMENT HEAD:



Peter Pacillas, Interim Chief, Police Department



Lilia Worrell, Municipal Court

RESOLUTION

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

THAT the Mayor is hereby authorized to execute the Interlocal Agreement between the City of El Paso (the "City") and the Socorro Independent School District (the "District") to allow for the District's law enforcement Officers to issue parking citations as allowed by the El Paso City Code in areas at and surrounding the District's schools within the city limit to be administered through the El Paso Municipal Court under the provisions of the El Paso City Code Chapter 12.85, which will provide a mutual benefit of parking enforcement and safety to the community.

PASSED AND APPROVED this _____ day of _____, 2023.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Deputy City Attorney

APPROVED AS TO CONTENT:



Lilia Worrell, Director
Municipal Court

APPROVED AS TO CONTENT:



Victor Zarun, Assistant Executive Chief
Police Department

THE STATE OF TEXAS	§	INTERLOCAL AGREEMENT
	§	SOCORRO INDEPENDENT SCHOOL
	§	DISTRICT AND THE CITY OF EL PASO
COUNTY OF EL PASO	§	

This Interlocal Agreement ("Agreement") is entered into by and between the **CITY OF EL PASO, TEXAS**, a Texas municipal corporation (the "City"), and the **SOCORRO INDEPENDENT SCHOOL DISTRICT**, organized under the Texas Education Code, Chapter 11, ("SISD"), by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, chapter 791.001 *et seq.*, Texas Government Code. The City and SISD will hereinafter collectively referred to as the "**Parties**" and individually to as the "**Party**."

RECITALS

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other or with a federally recognized Indian tribe for the provision of governmental functions and services or to study the feasibility of the performance of a governmental function or service by an Interlocal contract.

WHEREAS, the City and SISD are local governments as defined in Chapter 791 of the Texas Government Code, and have the authority to enter into this Agreement, and have each entered into this Agreement in the appropriate manner prescribed by law; and

NOW, THEREFORE, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the Parties, the receipt and sufficiency is hereby acknowledged, the City and SISD agree as follows:

SECTION 1. PURPOSE.

- A. The Parties wish to provide authority to commissioned law enforcement officers ("the Officers") hired by SISD to issue parking citations for parking violations under the El Paso City Code in the vicinity of schools that are in the SISD district and within the El Paso city limit to ensure safety and efficiency for parking and traffic at and surrounding such schools.
- B. The City will provide parking citation books to SISD in the amount deemed necessary by the El Paso Municipal Court Clerk, in communication with a designated representative of SISD to ensure the Officers are adequately supplied to enforce parking rules surrounding schools within the City limits.

- C. SISD Officers may act as authorized parking enforcement agents, and may issue parking citations in areas at or surrounding SISD schools for violations of parking restrictions listed in the El Paso City Code Chapters 12.44, (except for 12.44.260 and 12.44.270), 12.48, 12.52, and 12.56.030 and 12.56.040. Such citations may be issued under the provisions of El Paso City Code section 12.84.010(A) and Chapter 12.85.
- D. SISD Officers shall file citations with the El Paso Municipal Court within the required process as provided by the Municipal Court Clerk.
- E. The El Paso Municipal Court, through its Parking Violations division, will conduct the administrative adjudication process through the requirements of the El Paso City Code sections 12.84.010 and chapter 12.85, and will retain any fines and fees required hereunder.
- F. The Parties will coordinate if SISD Officers require additional training or instruction, which may be provided by the City's Police Department on an as needed basis and scheduled at the discretion of the City's Chief of Police or designee.
- G. The mutual benefit of parking enforcement, safety to the community is adequate consideration for the government services provided by this agreement.

SECTION 2. TERM.

- A. This Agreement will commence on the Effective Date and will be effective for a term of 3 years ("Term").
- B. This Agreement may be renewed for one additional term of 3 years unless terminated as provided herein. If SISD intends to renew this Agreement, designated representative must send a notice of intent renew to the City at least 30 calendar days before the Term of this Agreement expires.

SECTION 3. NO INDEMNIFICATION.

- A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.
- B. Each party must handle any claims resulting from their actions in this Agreement.
- C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

SECTION 4. TERMINATION.

A. This Agreement may be terminated as provided in this section.

- 1. TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 15 calendar days before termination. All parties providing work under this Agreement will halt all work when the termination notice sent by the terminating party is received by the non-terminating party.
- 2. TERMINATION BY EITHER PARTY FOR CAUSE.** Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure.
- 3. NON-APPROPRIATION OF FUNDS.** Resources for implementation of this Agreement may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement unless specifically stated otherwise in the Agreement. No implementation of any portion of the Agreement may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement this Agreement and funding for such purposes is not appropriated to that party or is not otherwise available to the corresponding party, said party shall have no further financial obligations upon such determination. Should either party not have funding to carry out any obligations of a particular effort conducted under this Agreement, it shall immediately notify the other party of such fact and of such portions of the Agreement that may be deemed terminated or modified due to lack of funding.

SECTION 6. GENERAL PROVISIONS.

- A. 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.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between SISD and the City. As such, the City is not subject to the liabilities or obligations SISD obtains under the performance of this Agreement.

C. **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.

D. **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 of El Paso: City of El Paso
Attn: Office of the City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: City of El Paso
Municipal Court
P. O. Box 1890
El Paso, Texas 79950-1890
Attn: Lilia Worrell, Director

To the Receiving Party: Socorro Independent School District
1180 Joe Battle Blvd.
Police Department Building
El Paso, Texas 79928
Attn: George Johnson, Chief of Police

Changes may be made to the above addresses and addressees through timely written notice provided to the other party.

E. **CONFIDENTIALITY.** SISD 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).

F. **GOVERNING LAW.** This Agreement is governed by Texas law.

- G. VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. 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.
- K. AUDITING RECORDS FOR THE SPECIFIC PROJECT.** SISD will allow the City to inspect and copy all records pertaining to the parking citations provided in this Agreement.
- L. 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.
- M. SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and SISD, and SISD'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.
- N. THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- O. PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- P. REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties named hereinabove as of the dates established below.

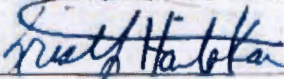
CITY OF EL PASO

Oscar Leaser
Mayor
Date: _____

ATTEST:

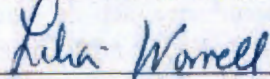
Laura D. Prince
City Clerk

APPROVED AS TO FORM:



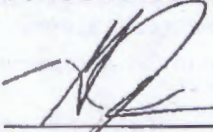
Kristen L. Hamilton-Karam
Deputy City Attorney

APPROVED AS TO CONTENT:



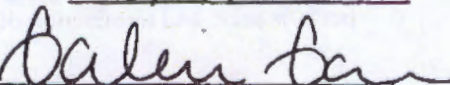
Lilia Worrell, Director
Municipal Court

**THE SOCORRO INDEPENDENT
SCHOOL DISTRICT:**



George Johnson
SISD Chief of Police

Date: 08/21/2023



Gabriela Garcia
Director of Purchasing

Date: 8/18/23



Legislation Text

File #: 23-1204, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Steve Alvarado, (915) 212-6026

Municipal Court, Lilia Worrell, (915) 212-5822

AGENDA LANGUAGE:

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

A Resolution authorizing the Mayor to sign an updated Interlocal Agreement between the City and the Texas Department of Motor Vehicles for access to registered owner information by the El Paso Municipal Courts, Police Department, and Environmental Services Department.

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

AGENDA DATE: September 12, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Steve Alvarado (915) 212-6026, Lilia Worrell (915) 212-5822

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.8 – Implement effective code enforcement strategies to reduce nuisances, enhance visual appearance, and improve overall health and safety

SUBJECT:

A resolution authorizing the Mayor to sign an updated Interlocal Agreement between the City and the Texas Department of Motor Vehicles for access to registered owner information by the El Paso Municipal Courts, Police Department, and Environmental Services Department.

BACKGROUND / DISCUSSION:

The access to the Texas Department of Motor Vehicles' database will be used by the Municipal Court to transmit vehicle license plates that have outstanding parking tickets so as to send parking ticket reminder notices, and to allow PD and ESD to determine ownership of junk vehicles as well as obtain ownership information when a vehicle's license plate is known for other ordinance violations such as litter and dumping.

The Municipal Court's cost will be \$23 per file transmission plus 12 cents for each plate on the file, approximately \$300 per month.

PRIOR COUNCIL ACTION:

Yes, this was approved in 2019 to allow access to the Texas Department of Motor Vehicles' database and will be renewed every 5 years.

AMOUNT AND SOURCE OF FUNDING:

Funds are budgeted in account:

Fund:	1000 – General Fund
Dept ID:	111 – Municipal Court
Division:	11010 – Admin Services
Account:	522170 – Interlocals

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Police Department

SECONDARY DEPARTMENT: Municipal Court and Environmental Services

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

DEPARTMENT HEAD:

A handwritten signature in blue ink, appearing to be 'S Alvarado', written over a horizontal line.

Steve Alvarado, Police Department Code Enforcement Bureau

A handwritten signature in blue ink, appearing to be 'Lilia Worrell', written over a horizontal line.

Lilia Worrell, Municipal Court

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso, Texas and the State of Texas, acting by and through the Texas Department of Motor Vehicles, described as the "Texas Motor Vehicle Records Data Contract," to allow the Municipal Court, Code Enforcement, and the Department of Environmental Services to access register vehicle ownership information at the rates set by 43 Texas Administrative Code Section 217.123.4 for purposes of parking citation reminders, ownership information regarding junked vehicles, illegal dumping, and other investigative work.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT



Arthur S. Alvarado, Director
Code Enforcement



Texas Motor Vehicle Records Data Contract Data Use Agreement

This Agreement is in accordance with the fully executed Texas Motor Vehicle Records Data Contract ("**Contract**") between the Texas Department of Motor Vehicles ("**TxDMV**") and _____ ("**Recipient**"), and it is applicable to _____ ("**Authorized User**"), an external user employed by the Recipient who is given access to the data product(s) named in the Contract ("**Account**") for the certified permissible purpose(s).

As an Authorized User, I understand and agree that:

1. TxDMV is the Texas state agency responsible for administering and retaining personal information contained in Texas motor vehicle records (the "**Data**"), both of which are defined in Texas Transportation Code § 730.003; and
2. I am responsible for protecting and maintaining the confidentiality of information provided by the department, and for upholding the TxDMV standards of security and confidentiality while accessing the Data; and
3. I am accountable for the security and well-being of all data and systems I am authorized to access; and
4. Any actions performed by the Authorized User that are deemed negligent or may compromise the security and operation of the Account or the Data will result in the immediate suspension of the Account until the compromising condition is resolved to the satisfaction of the TxDMV; and
5. Any actions by the Authorized User resulting in damages/loss of information resources may result in termination of the Contract and may also result in legal action; and
6. I will not attempt to circumvent information system security devices or procedures by using or attempting to use any transaction, software, files, or other resources that I am not authorized to use. I understand that intentionally failing to observe these requirements or intentionally bypassing them may constitute a breach of information systems security as defined in the Texas Penal Code §33.02 and may result in termination of the contract and may also result in legal action; and
7. The procedure(s) and password(s) for accessing the Account(s) shared with the Authorized User are confidential and shall not be shared with anyone; and
8. I will not disclose, share, or post my username, password(s), or the procedures for accessing the Account(s), where unauthorized persons may view them; and
9. Any attempts to access and utilize the Account(s) for uses other than their intended purposes may result in prosecution under the Computer Fraud and Abuse Act of 1986 as well as any other applicable statutes and regulations.

By signing below, I acknowledge receipt of this agreement, understand its contents, and agree to abide by the terms set forth herein. Furthermore, as an Authorized User, I affirm the Recipient has informed me of, and I agree to abide by, sections **4. Data Restrictions, 5. Data Redisclosure, 6. Data Security, Confidentiality and Breaches, and 7. Recipient's User Identification**, of the executed Contract.

Signature of Authorized User

Date

TEXAS MOTOR VEHICLE RECORDS DATA CONTRACT

The Texas Department of Motor Vehicles (“**TxDMV**”), an agency within the executive branch of the state of Texas, and (“**Recipient**”), each a “**Party**” and collectively the “**Parties**,” enter into the following contract for accessing Texas motor vehicle records (the “**Contract**”) in accordance with 43 Texas Administrative Code §§ 217.121 through 217.133 (“**TxDMV Rules**”) (found at Title 43 of the Texas Administrative Code, Part 10, Chapter 217, Subchapter F).

RECITALS

Whereas, the Recipient, also known in the TxDMV Rules as the “**Requestor**,” is either a private entity, a Texas governmental entity, as defined in Texas Government Code § 2252.001, or a toll project entity, as defined in Texas Transportation Code § 372.001 desires to have access to or electronically receive “**Personal Information**” contained in Texas “**Motor Vehicle Records**” (the “**Data**”), as defined in Texas Transportation Code § 730.003, from the data product(s) designated below, which are defined in the TxDMV Rules;

- | | | | |
|------------------------------------|--|---|---|
| <input type="checkbox"/> MVInet | <input type="checkbox"/> Batch Inquiry | <input type="checkbox"/> Master File | <input type="checkbox"/> Weekly Updates |
| <input type="checkbox"/> eTAG File | <input type="checkbox"/> Special Plates File | <input type="checkbox"/> Dealer Supplemental File | |

Whereas, Texas Transportation Code Chapters 501, 502, 504, and 520 designates TxDMV as the Texas state agency responsible for administering and retaining the Data;

Whereas, the Federal Driver’s Privacy Protection Act (18 U.S.C. § 2721 et seq.) and Texas Motor Vehicle Records Disclosure Act (Texas Transportation Code Chapter 730) (the “**Acts**”) authorizes TxDMV to disclose Personal Information contained within the Data in accordance with the Acts;

Whereas, Texas Transportation Code § 730.014 and 43 Texas Administrative Code § 217.123 authorizes TxDMV to enter into written service agreements or bulk contracts, also referred to herein as the “**Contract**,” with the Recipient to provide electronic access to or electronic delivery of the Data;

Whereas, a Texas governmental entity or toll project entity, may enter into agreements with public or private entities (“**Public Purpose Contractor**”) to facilitate the performance of its public purpose; and

Whereas, Texas Transportation Code § 730.011, Texas Government Code Chapter 552, and 43 Texas Administrative Code § 217.124 authorizes TxDMV to charge the Recipient reasonable fees for the Data; and

Whereas, TxDMV has approved the Recipient’s application and agrees to provide electronic access to or will electronically deliver the Data to the Recipient subject to the terms and conditions of this Contract.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree to enter into this Contract.

AGREEMENT

The TxDMV will provide electronic access to or will electronically deliver the Data to the Recipient, under the following conditions:

1. Recipient's Certification of Use

The Recipient by signing this Contract, certifies its compliance with all provisions of the Acts, the TxDMV Rules, and with all other federal and state laws applicable to this Contract. Additionally, the Recipient acknowledges and confirms that its use of the Data obtained under this Contract is for the permissible purpose(s) referenced below as defined in Texas Transportation Code § 730.007(a)(2) and cannot be used for any other purpose. The permissible purpose(s) that the Recipient is certifying under this Contract are as follows:

- ☐ (i) Section 730.007(a)(2)(A) - Use by: (i) a government agency, including any court or law enforcement agency, in carrying out its functions; or (ii) private person or entity acting on behalf of a government agency in carrying out the functions of the agency.
- ☐ (i) Section 730.007(a)(2)(B) - Use in connection with a matter of: (i) motor vehicle or motor vehicle operator safety; (ii) motor vehicle theft; (iii) motor vehicle product alterations, recalls, or advisories; (iv) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers; or (v) removal of nonowner records from the original owner records of motor vehicle manufacturers.
- ☐ Section 730.007(a)(2)(C) - Use in the normal course of business by a legitimate business or an authorized agent of the business, but only to verify the accuracy of personal information submitted by the individual to the business or the agent of the business; and if the information is not correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.
- ☐ Section 730.007(a)(2)(D) - Use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.
- ☐ Section 730.007(a)(2)(E) - Use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.
- ☐ Section 730.007(a)(2)(F) - Use by an insurer, insurance support organization, or self-insured entity, or an authorized agent of an insurer, insurance support organization, or self-insured entity, in connection with claims processing or investigation activities, antifraud activities, rating, or underwriting.

- ☐ Section 730.007(a)(2)(G) - Use in providing notice to an owner of a vehicle that was towed or impounded and is in the possession of a vehicle storage facility.
- ☐ Section 730.007(a)(2)(H) - Use by a licensed private investigator agency or licensed security service for a purpose permitted under this section.
- ☐ Section 730.007(a)(2)(J) - Use in connection with the operation of a toll transportation facility or another type of transportation project described by Section 370.003.
- ☐ Section 730.007(a)(2)(K) - Use by a consumer reporting agency, defined by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.), for a purpose permitted under that Act.
- ☐ Section 730.007(a)(2)(L) - Use by a motor vehicle manufacturer, dealership, or distributor, or an agent of or provider of services to a motor vehicle manufacturer, dealership, or distributor, for motor vehicle market research activities, including survey research.
- ☐ (i) Section 730.007(a)(2)(M) - Use in the ordinary course of business by a person or authorized agent of a person who: (i) holds a salvage vehicle dealer license issued under Chapter 2302, Occupations Code; (ii) holds an independent motor vehicle dealer or wholesale motor vehicle auction general distinguishing number; (iii) holds a used automotive parts recycler license; or (iv) is licensed by, registered with, or subject to regulatory oversight by the Texas Department of Motor Vehicles, the Texas Department of Banking, the Department of Savings and Mortgage Lending, the Credit Union Department, the Office of Consumer Credit Commissioner, Texas Department of Insurance, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Consumer Financial Protection Bureau, or the National Credit Union Administration.

2. Data Fees and Locations

- 2.1. TxDMV will provide the Recipient with the Data at the applicable fee(s) set forth in TxDMV Rules. This Contract does not cover additional services beyond providing the Data, such as resending, researching, or programming related to the Data. The Data is provided to the Recipient as-is.
- 2.2. This Contract may be used for multiple business locations under the control of the Recipient, if applicable, and using the same tax identification number.

3. Bulk File Requirements

- 3.1. The Recipient entering into this Contract for bulk Data, also known as a “**bulk file**” as defined in TxDMV Rules, has represented that it has secured, and warrants that it shall maintain, during the life of this Contract, a performance bond in the amount of \$1 million, payable to the State of Texas pursuant to Texas Transportation Code § 730.014.

- 3.2. The Recipient entering into this Contract for bulk Data has represented that it has secured, and warrants that it shall maintain, general liability and cyber-threat insurance coverage that is reasonably related to the risks associated with unauthorized access and use of the Data in the amount of at least \$3 million pursuant to Texas Transportation Code § 730.014.
- 3.3. The Recipient entering into this Contract for bulk Data is prohibited from selling or redisclosing the Data for the purpose of marketing extended vehicle warranties by telephone pursuant to Texas Transportation Code § 730.014.
- 3.4. The Recipient entering into this Contract for bulk Data acknowledges and agrees that if it experiences a “breach of system security,” as defined by Texas Business & Commerce Code § 521.053, that includes Data obtained under this Contract, the Recipient must notify the designated TxDMV Representative identified in **Subsection 10.5** of this Contract of the breach not later than 48 hours after the discovery pursuant to Texas Transportation Code § 730.014.
- 3.5. The Recipient entering into this Contract for bulk Data acknowledges and agrees that it shall include in each contract or agreement it enters into with a third party to receive the Data from the Recipient that the third party must comply with federal and state laws regarding the Data pursuant to Texas Transportation Code § 730.014.
- 3.6. The Recipient entering into this Contract for bulk Data, and any third party receiving the Data from the Recipient, shall protect the Data with appropriate and accepted industry standard security measures for the type of data and the known risks from unauthorized access and use of the Data pursuant to Texas Transportation Code § 730.014.
- 3.7. The Recipient entering into this Contract for bulk Data agrees to electronically submit an annual report, on a form prescribed by TxDMV, on or before October 1st of each year for the 12-month period beginning September 1st of the preceding year. The annual report submitted must comply with the annual report requirements as set forth in TxDMV Rules pursuant to Texas Transportation Code § 730.014.
- 3.8. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract for bulk Data affirms with their initials below, that the Recipient understands and will fully comply with all the provisions listed in this **Section 3** of this Contract.

Initials

4. Data Restrictions

- 4.1. The Recipient may redisclose the Data, including redisclosure for compensation, only as permitted in accordance with **Subsection 5.1** of this Contract.
- 4.2. A Public Purpose Contractor may only use the Data to carry out the functions of the entity named in **Attachment A, Public Purpose Contractor Certification of Use**, if applicable to this Contract. If the Recipient is a Texas governmental entity or toll project entity, who has

employed a Public Purpose Contractor, then **Attachment A** is attached hereto and incorporated by reference and made part of this Contract for all purposes.

- 4.3. A Recipient who certifies a permissible purpose(s) as identified in **Section 1** of this Contract, that requires an active license or registration as set forth in TxDMV Rules, may access the Data, only while the license or registration is active and in good standing. If the license or registration expires, becomes inactive, or is revoked, and if the Recipient does not qualify for Personal Information under another permissible purpose(s), this Contract shall terminate in accordance with **Subsection 4.4** of this Contract. For the avoidance of doubt, this Subsection does not apply to a Recipient who would otherwise be exempt from the requirements pursuant to 43 Texas Administrative Code § 217.125.
- 4.4. The Recipient required to have an active license or registration must provide TxDMV proof of its renewed license or registration, as set forth in TxDMV Rules, no later than 30 days following the expiration date. If the Recipient does not provide proof within 30 days, the Recipient's access to the Data will be suspended until such proof is provided. If the Recipient has not provided proof within 90 days following the expiration date, this Contract shall immediately terminate without notice being required.
- 4.5. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract affirms with their initials below, that the Recipient understands and will fully comply with **Section 4** of this Contract.

Initials

INITIAL HERE

5. Data Redisclosure

- 5.1. In accordance with Texas Transportation Code § 730.013, the Recipient may redisclose the Data, including redisclosure for compensation, only to a **"Person"**, as defined in Texas Transportation Code § 730.003, who has a permissible purpose(s) under the Acts and, in accordance with TxDMV Rules. Though, the Recipient is strictly prohibited from redisclosing the Data, including redisclosure for compensation, in the identical or substantially identical format as disclosed by TxDMV. Additionally, the Recipient acknowledges and understands, that the Recipient is subject to a criminal offense if found to have redisclosed the Data provided under this Contract in violation of Texas Transportation Code § 730.013.
- 5.2. The Recipient who rediscloses the Data, including redisclosure for compensation, shall maintain redisclosure records containing the following information for a minimum of 5 years:
- A. the individual's name and the organization or entity with which the individual is associated, when known;
 - B. the permissible purpose(s) for obtaining information;
 - C. the quantity of Texas motor vehicle records redisclosed to the Person under each permissible purpose(s);
 - D. any documented agreement between the Recipient and the Person to which the Recipient redisclosed information; and

E. a statement specifying what data was redisclosed and in what format.

- 5.3. If TxDMV requests the redisclosure records in writing, the Recipient shall provide copies of the redisclosure records not later than 30 days after the date of TxDMV's request. If the Recipient does not fully respond within 30 days, TxDMV, in its sole discretion, may prevent access or delivery of the Data under Texas Transportation Code § 730.014(g) and may terminate this Contract.
- 5.4. The Recipient shall inform all Persons to whom it rediscloses the Data, including redisclosure for compensation, of each Person's legal obligations under the Acts and the TxDMV Rules.
- 5.5. Any violation of the Acts or TxDMV Rules by a Person that obtained the Data from the Recipient, directly or indirectly, will be considered a breach of this Contract by the Recipient, and may subject the Recipient to termination or liability under the terms of the Acts and this Contract. Additionally, the Recipient must provide written or electronic notification to the Person obtaining the Data from the Recipient that the Person is also subject to the redisclosure provisions and a criminal offense in accordance with Texas Transportation Code § 730.013.
- 5.6. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract affirms with their initials below, that the Recipient understands and will fully comply with **Section 5** of this Contract.

Initials

INITIAL HERE

6. Data Security, Confidentiality and Breaches.

- 6.1. TxDMV provides access to or delivery of the Data in an electronic format through TxDMV-maintained systems. TxDMV operates and controls its electronic systems, including real-time web-based applications.
- 6.2. TxDMV is responsible for processing submitted requests and delivering the Data in a secure, electronic format, utilizing TxDMV-maintained systems. TxDMV is obligated to achieve specific performance level requirements. As such, TxDMV has the authority to suspend any account or to suspend access to TxDMV-maintained systems when such access compromises the security and operation of the systems. Suspension of a Recipient's account or access the TxDMV-maintained systems shall continue until the compromising condition is resolved to the satisfaction of the TxDMV.
- 6.3. To the extent the Recipient has access to, stores, rediscloses, or otherwise deals with the Data, the Recipient represents and warrants that it has implemented and it shall use appropriate legal, organizational, physical, administrative and technical measures, and security procedures designed to: (i) ensure the security and confidentiality of the Data; (ii) protect the Data from unauthorized access, use, hacking, redisclosure (including redisclosure for compensation), duplication, theft, modification and/or loss; and (iii) implement physical security and access controls at any of its facilities (including any data

centers) that house the Data. This obligation applies whether the disclosure was intentional or unintentional by the Recipient, or by a Person that obtained the data from the Recipient, directly or indirectly.

- 6.4. Recipient who uses a website to process, transmit, or store the Data shall be accessible through a secure connection (HTTPS-only, with HTTP Strict Transport Security (HSTS)), utilizing Transport Layer Security (TLS) version 1.2 or higher.
- 6.5. Each individual who, by virtue of this Contract, is granted access to TxDMV-maintained systems for permissible purpose(s) to the Data shall review and execute the **Texas Motor Vehicle Records Data Contract Data Use Agreement** before accessing any TxDMV-maintained systems.
- 6.6. Notwithstanding the provisions specified in **Subsection 3.4** of this Contract, if the Recipient experiences a breach of its system security or determines there has been unauthorized access and/or use of the Data or any TxDMV-maintained systems, the Recipient shall notify the designated TxDMV Representative identified in **Subsection 10.5** of this Contract of the breach or unauthorized activity, no later than 48 hours after the breach of security or data is discovered.
- 6.7. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract affirms with their initials below, that the Recipient understands and will fully comply with **Section 6** of this Contract.

Initials

INITIAL HERE

7. Recipient's User Identification

- 7.1. The Recipient shall submit all requests for access to TxDMV-maintained systems using only the forms required by the TxDMV.
- 7.2. Each person who, by virtue of this Contract, is granted access to TxDMV-maintained systems for permissible purpose(s) to the Data from an eligible business location will be assigned a unique user ID to be used only by that person (the "**User**"). User IDs shall not be shared.
- 7.3. Any User ID assigned by TxDMV to the Recipient's account that is no longer needed for any reason including, but not limited to, termination, death, or separation from the Recipient's operations, the Recipient shall, within 3 business days of the event, request cancellation of the User ID on the form required by TxDMV. The TxDMV will cancel the User ID upon receipt of the properly completed form.

8. Termination

- 8.1. Termination for Convenience. TxDMV or the Recipient may terminate this Contract for convenience at any time for any reason by giving the other Party 30 days written notice. If either Party elects to terminate this Contract for convenience, all unfilled obligations shall

remain in full force. In no event will termination for convenience by TxDMV give rise to any liability whatsoever on the part of TxDMV.

- 8.2. Termination for Cause. TxDMV may immediately terminate this Contract for cause for any violation of the terms of this Contract or for any violation of any federal or state law or regulation relating to the subject matter of this Contract. TxDMV shall provide the Recipient with written notice to terminate this Contract. Termination shall be effective immediately upon the Recipient's receipt of the notice. If this Contract is terminated for cause, TxDMV may refuse to provide the Data to the Recipient in any format. A Recipient whose Contract has been terminated for cause but who is requesting renewed access to the Data must comply with the provisions of 43 Texas Administrative Code § 217.130.
- 8.3. Mutual Termination. This Contract may further be terminated by mutual consent, in writing, by both Parties. The termination shall be effective upon the date specified in the written termination agreement.
- 8.4. User IDs and Refunds on Termination. If this Contract is terminated for any reason, TXDMV will deactivate the Recipient's account and all user IDs associated with that account upon the termination date, and will issue a refund for outstanding fee credits, if any, to the Recipient within 60 days of the termination.

9. Change of Status

- 9.1. This Contract shall automatically terminate if the Recipient ceases to exist, substantially changes the nature of its business, or ceases to qualify for the Data under the permissible purpose(s) certified in **Section 1** of this Contract. The Recipient shall notify the designated TxDMV Representative identified in **Subsection 10.5** of this Contract in writing of any change in its status that may implicate this Section no later than 2 business days after the change. The Recipient may re-apply for access to or delivery of the Data under its new status.
- 9.2. This Contract is made exclusively between the TxDMV and the Recipient. If for any reason, the Recipient undergoes a change in business name that no longer matches the Recipient's business name in this Contract, this Contract is automatically terminated.
- 9.3. If the Recipient's change in business name does not alter the nature of the Recipient's business, or if the Recipient's qualifications for the Data under the permissible purpose(s) certified in **Section 1** of this Contract do not change, a new Contract may be executed without re-applying, at the sole discretion of TxDMV.
- 9.4. The Recipient shall notify the designated TxDMV Representative identified in **Subsection 10.5** of this Contract in writing of any changes to the information provided on the approved application, including, but not limited to, changes in physical or mailing address, business phone number, or listed account contact. Any notice required under this Subsection, must be provided within 5 business days of the change.

10. Additional Terms and Conditions

- 10.1. Amendments. This Contract may be amended only by a written amendment executed by both Parties.
- 10.2. Assignment. The Recipient shall not assign its rights or delegate its obligations under this Contract without prior written approval from TxDMV. Any attempted assignment in violation of this Subsection is void and without effect.
- 10.3. Compliance with Laws and Change in Laws. The Recipient shall comply with all applicable federal and state laws, rules, regulations, and guidelines that currently exist and as amended throughout the term of this Contract, and with the orders and decrees of any court, or administrative bodies, or tribunals in any matter affecting the performance of this Contract. Notwithstanding anything to the contrary in this Contract, TxDMV reserves the right, in its sole discretion, to unilaterally amend this Contract to incorporate any modifications necessary for the Parties compliance with changes in federal and state laws, regulations, requirements, and guidelines.
- 10.4. Contract Execution. Each Party represents and warrants that the individual executing this Contract on its behalf has full power and authority to enter into this Contract. Additionally, each Party agrees that this Contract, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered in multiple counterparts by facsimile or other electronic transfer of an originally signed document, each of which will be as binding on the Party or Parties as an original document. The Parties each agree that this transaction and Contract may be conducted under the Texas Uniform Electronic Transactions Act ("**UETA**") (Texas Business and Commerce Code Chapter 322), and in particular, the Parties each consent to an electronic signature (as defined in UETA) as an enforceable signature for this Contract and any amendment thereto. The Parties further agree that any objections that electronic signatures and electronically transmitted documents do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.
- 10.5. Designated Representatives. The following will act as the designated Representatives authorized to administer activities including, but not limited to, non-legal notices, consents, approvals, requests, or other general communications, that are provided for or permitted to be given under this Contract. Communications to the Representatives may be given by written or electronic transmission. The designated Representatives on behalf of their respective Party are as follows:

TxDMV

Texas Department of Motor Vehicles
Vehicle Titles and Registration Division
4000 Jackson Avenue
Austin, Texas 78731

Recipient

The Recipient may change its designated Representative by providing written notice to TxDMV at least 10 business days after to the change. TxDMV will issue notification to the Recipient of any change to its designated Representative within a reasonable time period of said change or upon receipt of a communication from the Recipient to the above referenced email box.

- 10.6. Entire Agreement. This Contract contains all the terms and conditions between TxDMV and the Recipient relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same, including, without limitation, any electronic mail correspondence between the Parties in connection with this Contract, shall be of any force or effect.
- 10.7. Excluded Parties. Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 10.8. Executive Head of a State Agency Affirmation. In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, Recipient certifies that it is not (1) the executive head of TxDMV, (2) a person who at any time during the four years before the date of the contract was the executive head of TxDMV, or (3) a person who employs a current or former executive head of TxDMV.
- 10.9. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless mandated otherwise by statute.
- 10.10. Inability to Provide Data. If TxDMV is delayed in or unable to provide the Data as set forth in this Contract, TxDMV will attempt to notify the Recipient, but shall not be liable to the Recipient for any delay or not being able to provide the Data.
- ~~10.11. **INDEMNIFICATION. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE RECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TxDMV, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE RECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, OR ANY PERSON OR ENTITY RECEIVING INFORMATION OR DATA GOVERNED BY THIS CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE RECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TxDMV IS A NAMED DEFENDANTS IN ANY LAWSUIT AND THE RECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. THE RECIPIENT AND TxDMV AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE THE**~~

~~RECIPIENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS OR TxDMV FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE, TxDMV, OR ITS EMPLOYEES.~~

Request to strike Section 10.11 by City of El Paso APPROVED - See file for documentation.

Cari Hodges
Manager, Contract Unit 08/10/2023

- 10.12. Legal Notice. Any legal notice required under this Contract shall be deemed delivered when deposited by a Party in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required; or hand delivered, to the appropriate address below:

TxDmv

Texas Department of Motor Vehicles
Attn: Office of General Counsel
4000 Jackson Avenue
Austin, Texas 78731

Recipient

Attn:

Legal notices given in any other manner not set forth within this Subsection shall be deemed effective only if and when received by the Party to be notified. Additionally, a copy of any legal notice must be provided at the same time to the receiving Party's designated Representative identified in **Subsection 10.5** of this Contract when said notice is given. Either Party may change its address for legal notices by providing written notice to the other Party at least 30 days prior to the change.

- 10.13. **LIMITATION OF LIABILITY**. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE RECIPIENT SHALL HOLD HARMLESS TXDMV FROM ANY LIABILITY THAT MAY ARISE FROM THE RECIPIENT'S ACCESS TO, RECEIPT OF, MISUSE OF, OR REDISCLOSURE OF THE DATA BY THE RECIPIENT OR BY ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS. TXDMV MAKES NO REPRESENTATION OR WARRANTY AS TO USE, RESULT, OR ACCURACY OF THE DATA THAT IS THE SUBJECT OF THIS CONTRACT. THE RECIPIENT, NOT TXDMV, IS SOLELY RESPONSIBLE IF A USER FAILS TO PROPERLY INTERPRET THE DATA. THE RECIPIENT, NOT THE TXDMV, IS SOLELY RESPONSIBLE FOR SENDING ANY NOTICES TO THE INCORRECT PARTIES.

- 10.14. No Third-Party Beneficiaries. This Contract is intended for the benefit of TxDMV and the Recipient, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. Any benefit(s) that a third-party may receive as a result of this Contract are incidental and do not create any rights for such third-party.

- 10.15. Publicity. The Recipient shall not use TxDMV's name, logo, or other likeness in any press release, marketing material, or other announcement, including postings on social media sites, without TxDMV's prior written approval. TxDMV does not endorse the Recipient, any vendor, commodity, or service.

- 10.16. Public Information Act. The Recipient understands that TxDMV will comply with the Texas Public Information Act (Texas Government Code Chapter 552) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Contract may be subject to

public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, the Recipient is required to make any information created or exchanged with the State of Texas or TxDMV pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State of Texas or TxDMV.

- 10.17. Recitals. The recitals set forth at the beginning of this Contract are incorporated into and made part of this Contract, and the Parties represent the recitals are true, accurate, and correct.
- 10.18. Severability. This Contract shall be construed in a manner consistent with all applicable existing and future laws and regulations. If any part of this Contract is determined to be invalid or contrary to existing and future laws and regulations, the remainder of the Contract will remain in full force and effect. The illegal or invalid provision will be deemed severable and stricken from this Contract as if it had never been incorporated herein. Upon occurrence of such an event, the Parties shall meet and confer as soon as practical to renegotiate the conflicting provisions
- 10.19. Sovereign Immunity. The Parties expressly agree that no provisions of this Contract are in any way intended to constitute a waiver by the State of Texas or TxDMV of any immunities from suit or from liability that the State of Texas or the TxDMV may have by operation of law. Additionally, if the Recipient is a “governmental unit” as defined by Texas Civil Practice and Remedies Code § 101.001(3), then nothing in this Contract should be construed to abrogate any rights or affirmative defense available to the Recipient under the doctrines of sovereign and official immunity.
- 10.20. Survival. Expiration or termination of this Contract for any reason does not release the Recipient from any liability or obligation set forth in this Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of this Contract, including without limitation the provisions regarding indemnification, limitation of liability, data security, confidentiality, and breaches, and rights and remedies upon termination.

11. Contract Term

- 11.1. This Contract is effective on the signature date of the last of the Parties to sign and will continue for 5 years, unless terminated earlier pursuant to the terms and conditions of this Contract. Thereafter, this Contract **shall automatically renew for successive 5-year terms**, subject to **Subsection 10.2** of this Contract. For the avoidance of doubt, this contract may be terminated during the initial term or any renewal period in accordance with **Section 7** of this Contract.
- 11.2. TxDMV may, in its sole discretion, exercise the option to cancel the autorenewal of this Contract, at the end of each 5-year term, upon evaluation of the Recipients performance during the previous contract term. The Recipients of bulk Data will also be evaluated on

their adherence to **Section 3** of this Contract. TxDMV will notify the Recipient, in writing, of its Contract renewal status at least 30 days prior to the date the contract term will expire.

12. Signatures

By signing below, the Parties acknowledge that they have read this Contract and bind themselves to faithful performance of the duties and obligations therein.

Texas Department of Motor Vehicles

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

MVINet Account Update Form

Account #

Instructions:

Below is the general business information, a list of your MVInet Security Administrator(s) and MVInet Users the TxDMV has on file for your account. Please review all the information provided and select either the NO UPDATES or UPDATES required box for each area.

Use page 2 to make updates to your General Business Information, Billing Contact, and MVInet Security Administrator(s).

Use page 3 to make updates to your MVInet Users.

Return the completed forms by email.

Legal Business Name	DBA(if applicable)
---------------------	--------------------

General Business Information	NO UPDATES	*UPDATES required *See page 2
Full Business Mailing Address		County
Business Phone Number		Business Email Address

MVINet Account Information - See List Below

MVINet Security Administrator (MSA)	NO UPDATES	*UPDATES required see pg.2
MVINet USER(s)	NO UPDATES	*UPDATES required see pg.3

MVINet USER(S) List

--



SB15 Compliant Contract MVInet ONLY Account Update Form ACCOUNT

DEPARTMENT USE

New Contract Executed:

EXEMPT:

MVInet Account Requires Updates:

NO - File Only

YES - See Below

Instructions:

Use this form to update the required information selected on the previous form. IF THERE ARE NO UPDATES to any of the information currently associated with the recipient's MVInet account(s), simply review the information below for accuracy, save the form, and return. **Additionally, provide the name, email and phone number for your selected Designated Contract Representative (DCR). The DCR is an individual who may be designated to administer contract and account activities including, but not limited to, non-legal notices, consents, approvals, requests, or other general communications. The provided DCR will be listed in Subsection 10.5 of the Texas Motor Vehicle Records Data Contract. A DCR's signature will hold the same authority as the individual who executed the contract, when applying data account updates. The DCR is not authorized to terminate the contract or the data product account. To update information, please click into each field and type in the requested information. When you have finished, review the information for accuracy, save the form, and return the completed forms by email.**

General Business Information

Business Type	Legal Business Name	DBA (if applicable)
Full Business Mailing Address	County	Business Phone Number

* Designated Contract Representative (DCR)

If a DCR is not provided, the DCR will automatically default to the individual who executed the contract.

Full Name (First, MI, Last, Suffix)	Email Address	Phone Number
-------------------------------------	---------------	--------------

* Billing Contact (monthly billing invoices emailed to the email address(s) provided)

N/A EXEMPT

Primary Billing Contact Full Name (First, MI, Last, Suffix)	Email Address	Phone Number
---	---------------	--------------

Optional <u>additional</u> email address to receive monthly invoices	Optional <u>additional</u> email address to receive monthly invoices
--	--

* MVInet Security Administrator (MSA) - One MSA is required, additional are optional.

When selecting MSA's, please note that MSA's are responsible for submitting the required forms for MVInet external users, including adding new users changing the name of existing users, or deleting user access. Contact your TxDMV Designated Contract Representative with questions.

Security Administrator Full Name (First, MI, Last, Suffix)	ADD	DELETE	Email Address	Phone Number
Security Administrator Full Name (First, MI, Last, Suffix)	ADD	DELETE	Email Address	Phone Number
Security Administrator Full Name (First, MI, Last, Suffix)	ADD	DELETE	Email Address	Phone Number
Security Administrator Full Name (First, MI, Last, Suffix)	ADD	DELETE	Email Address	Phone Number
Security Administrator Full Name (First, MI, Last, Suffix)	ADD	DELETE	Email Address	Phone Number

Department Use Only

--

The Data Contracts Unit affirms the following is true and correct:

The complete data contract and all applicable forms have been vetted. The contract was fully executed on the date listed above.



MVINet User Update Form

ACCOUNT #

Instructions:

A MVInet security administrator (MSA) must complete the MVInet User Information section to add a new user, change a name for an existing user, or delete a user's access to MVInet. When deleting a user, the *Texas Motor Vehicle Records Data Contract Data Use Agreement (VTR-DC.DUA)* is **not required**. For efficient processing, please click into each field and **type in** the requested information. Electronic signatures are preferred.

IF THERE ARE NO UPDATES to any of the information currently associated with the recipient's MVInet User(s), you may disregard the rest of this form.

IF THERE ARE UPDATES to the recipient's MVInet User(s), please click into each field and type in the requested information. When you have finished, review the information for accuracy, save the form, and return the completed forms by email. UPDATES must be made on a separate form FOR EACH MVInet USER (a blank MVInet User Update Form has been provided in the email).

Business Information:

Legal Business Name DBA (if applicable)

MVINet Account Number:

MVINet User Information:

FIRST NAME	M.I.	LAST NAME
------------	------	-----------

--	--	--

Select a User Action

Add New User	Change Name of Existing User	Delete Existing User
	User ID: (required)	User ID: (required)

Signatures

MSA signature is **required**. User's signature is required for all new users or name changes.

MSA Printed Name	User Printed Name
MSA Signature	User Signature
Date	Date

Department Use Only



Legislation Text

File #: 23-1198, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 3, 5, 6

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

AGENDA LANGUAGE:

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

That the City Manager is authorized to sign a Landscape Maintenance Agreement between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"), whereby City agrees to maintain landscape improvements on the BRIO/RTS Bus Stop Irrigation/Landscaping project, limited to the portions along US 62/180 (Montana Avenue) from Geronimo to Tierra Este, and State agrees to allow City to utilize State right-of-way.

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

AGENDA DATE: 9/12/2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, AICP, 212-0065

DISTRICT(S) AFFECTED: 3, 5, 6

STRATEGIC GOAL: No. 4: Enhance El Paso's Quality of Life
No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

That the City Manager is authorized to sign a Landscape Maintenance Agreement between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"), whereby City agrees to maintain landscape improvements on the BRIO/RTS Bus Stop Irrigation/Landscaping project, limited to the portions along US 62/180 (Montana Avenue) from Geronimo to Tierra Este, and State agrees to allow City to utilize State right-of-way.

BACKGROUND / DISCUSSION:

The Montana RTS project constructed Brio stations along the Montana RTS corridor. Ten of these Brio stations included landscaping and irrigation systems on TxDOT right of way. With this agreement, the State allows these improvements and makes the City responsible for the maintenance of the landscaping and irrigation systems at the stations on TxDOT ROW.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Environmental Services 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 is authorized to sign a Landscape Maintenance Agreement between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"), whereby City agrees to maintain landscape improvements on the BRIO/RTS Bus Stop Irrigation/Landscaping project, limited to the portions along US 62/180 (Montana Avenue) from Geronimo to Tierra Este, and State agrees to allow City to utilize State right-of-way.

APPROVED this _____ day of _____, 2023.

THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

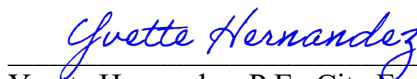
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this 12 day of September, 2023, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of El Paso, Texas County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated March 21, 2006, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the City has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will allow such existing and proposed landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

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, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the maintenance of the **BRIO/RTS Bus Stop Irrigation/Landscaping** project which is located on **US 62/180 (Montana Ave.)** non-controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in Attachment A, the location map for this project, and limited to the portions along **US 62/180 (Montana Ave.)** from **Geronimo** to **Tierra Este**.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State agrees to allow City and its agent(s) or contractor(s) to utilize the State's right-of-way for all aspects of the project described in this Agreement.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures,
the City of _____ on the _____ day of _____, year _____, and the Texas Department of Transportation,
on the _____ day of _____, year _____.

ATTEST:

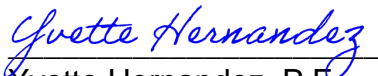
CITY OF _____
By _____
(Title of Signing Official)

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, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.


By _____
District Engineer

Approved as to Content:


Yvette Hernandez, P.E.
City Engineer

District

Approved as to Form:


Roberta Brito
Assistant City Attorney

Attachments

Contact/Help



Legislation Text

File #: 23-1205, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

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

AGENDA LANGUAGE:

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

That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District that the following persons be named directors of the District for the terms indicated:

<u>Nominee</u>	<u>Term#</u>	<u>Expiration Date</u>
Maxey Scherr	1	August 2026
Manuel Burke	1	August 2026
Joanne Richardson	1*	August 2026
Yolanda Giner	1	August 2026
Kristi Daugherty	1	August 2026
Guillermo Garcia	1	August 2026
Patrick Merrick	1	August 2026

** Indicates candidate was appointed to a partial term and is being nominated for his/her first full term.*

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

DEPARTMENT: Economic and International Development

AGENDA DATE: CCA Consent 09.12.2023

CONTACT PERSON: Elizabeth Triggs, (915) 212-1619
triggsek@elpasotexas.gov

DISTRICT(S) AFFECTED: 8

SUBJECT:

That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District that the following persons be named directors of the District for the terms indicated:

<u>Nominee</u>	<u>Term#</u>	<u>Expiration Date</u>
Maxey Scherr	1	August 2026
Manuel Burke	1	August 2026
Joanne Richardson	1*	August 2026
Yolanda Giner	1	August 2026
Kristi Daugherty	1	August 2026
Guillermo Garcia	1	August 2026
Patrick Merrick	1	August 2026

** Indicates candidate was appointed to a partial term and is being nominated for his/her first full term.*

BACKGROUND/DISCUSSION:

The Downtown Management District (DMD), Board of Directors met on August 24, 2023 and nominated seven individuals to fill expiring terms on its 21-member Board. As provided in Chapter 375 of the Local Government Code, the Board recommends the above-noted persons and requests that the nominees be considered for approval by the City Council Agenda. All nominees are qualified to serve on the Board in accordance with the qualifications established by Chapter 375 as follows: are at least 18 years old, and are connected within the District as either (1) a resident, (2) owner of property, (3) owner of stock on property, as an individual or in a corporate capacity, (4) owner of a beneficial interest in a trust that owns property, or (5) be an agent, employee or tenant of the owners listed in categories 2, 3 or 4.

PRIOR COUNCIL ACTION:

Downtown Management District (DMD), Board of Directors - Reappointments – September 13, 2022
Downtown Management District (DMD), Board of Directors - Reappointments – September 29, 2020
Downtown Management District (DMD), Board of Directors - Reappointments – October 31, 2017
Downtown Management District (DMD), Board of Directors - Reappointments - October 7, 2014

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD/COMMISSION ACTION:

N/A

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



DEPARTMENT HEAD:

Elizabeth Triggs, Director
Economic & International Development

RESOLUTION

WHEREAS, by resolution dated September 3, 1996, the City of El Paso approved of the creation of the El Paso Downtown Management District ("District");

WHEREAS, pursuant to Chapter 375 of the Texas Local Government Code ("Code") the District was legally created by order of the Texas Natural Resources Conservation Commission on March 10, 1997;

WHEREAS, pursuant to Section 375.064(a) of the Code, the Board of Directors of the District ("Board") convened a meeting open to the public on August 27, 2020 for the purpose of recommending a slate of persons to serve as members of the Board; and

WHEREAS, pursuant to Section 375.064(b) of the Code, the City Council is required to approve or disapprove recommendations submitted by the Board.

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

That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District that the following persons be named directors of the District for the terms indicated:

<u>Nominee</u>	<u>Term #</u>	<u>Expiration Date</u>
Maxey Scherr	1	August 2026
Manuel Burke	1	August 2026
Joanne Richardson	1*	August 2026
Yolanda Giner	1	August 2026
Kristi Daugherty	1	August 2026
Guillermo Garcia	1	August 2026
Patrick Merrick	1	August 2026

*Indicates candidate was appointed to a partial term and is being nominated for his/her first full term.

(Signatures begin on the following page)

APPROVED this the _____ day of _____ 2023.

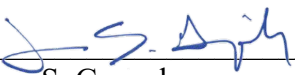
THE CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic & International Development



MEMO

TO: Mr. Cary Westin, Interim City Manager
Ms. Elizabeth Triggs, Economic Development Director
Ms. Karla Nieman, City Attorney

FROM: Joe Gudenrath, Executive Director
El Paso Downtown Management District

DATE: August 25, 2023

SUBJECT: Item for City Council Agenda – DMD Board Member Nominations

At the August 24, 2023 meeting of the Board of Directors for the El Paso Downtown Management District (DMD), the Board nominated seven individuals to fill expiring terms on its 21-member Board.

As provided in Chapter 375 of the Local Government Code, the Board recommends the following persons and requests that this item be placed on the City Council Agenda for consideration and approval, as it has in the past, so that the appointments may be final as soon as possible.

<u>Nominee</u>	<u>Term#</u>	<u>Expiration Date</u>
Maxey Scherr	1	August 2026
Manuel Burke	1	August 2026
Joanne Richardson	1*	August 2026
Yolanda Giner	1	August 2026
Kristi Daugherty	1	August 2026
Guillermo Garcia	1	August 2026
Patrick Merrick	1	August 2026

* Indicates candidate was appointed to a partial term and is being nominated for his/her first full term.

All nominees are qualified to serve on the Board in accordance with the qualifications established by Chapter 375 as follows: are at least 18 years old, and are connected within the District as either (1) a resident, (2) owner of property, (3) owner of stock on property, as an individual or in a corporate capacity, (4) owner of a beneficial interest in a trust that owns property, or (5) be an agent, employee or tenant of the owners listed in categories 2, 3 or 4.

I am including information for each of the nominated individuals to provide background information for the City Council. Should you have any questions, I can be reached at 915-240-3116 or by email at jgudenrath@elpasodmd.org. Thank you for your consideration.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1226, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Lauren Hanson to the City Plan Commission by Representative Cassandra Hernandez, District 3.



Board Appointment Form

City Clerk

Submitted On:

Sep 5, 2023, 05:54PM MDT

Appointing Office	Representative Cassandra Hernandez, District 3
Agenda Placement	Regular
Date of Council Meeting	Tuesday, September 12, 2023
Name of Board	City Plan Commission
Agenda Posting Language	Appointment of Lauren Hanson to the City Plan Commission by Representative Cassandra Hernandez, District 3
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Resident citizen of El Paso
Nominee Name	Lauren Hanson
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Which District does the nominee reside in?	District 2
Does the appointee have a relative working for the City?	No
Has the appointee been a member of any other city boards?	No
List all real estate owned in El Paso County	N/A
Previous Appointee	Marisela Rios
Reason for Vacancy	Resigned
Date of Appointment	September 12, 2023
Term Begins On	May 02, 2023
Term Expires On	May 01, 2025
Term	Unexpired Term
Upload File(s)	Lauren Hanson Resume CPC 9.12.23.pdf

LAUREN HANSON

EDUCATION

The University of Texas at Austin	Bachelor of Business Administration, Management Bachelor of Arts, Sustainability Studies Overall GPA: 3.59	May 2023
Relevant Coursework	Building Sustainable Cities and Societies; Real Estate and Urban Land Development	

EXPERIENCE

Hanson Asset Management - El Paso, TX	July 2023- Ongoing
<i>Project Manager</i>	
<ul style="list-style-type: none">Examine established procedures to identify opportunities for optimization and execute strategies that increase efficiencyArticulate goals for project alterations to appropriate New Mexico and Texas government officials, with an emphasis on interdisciplinary collaborationOversee the initiation of new customer accounts and their adherence to financial obligations, with continuing management of 150 customer accounts	
Green Gate Farms - Austin, TX	August 2022- December 2022
<i>Agriculture and Outreach Intern</i>	
<ul style="list-style-type: none">Translate ideas into concrete tasks to ensure measurable deliverables within three-month internship timelineUtilize diverse group of disciplines and backgrounds to increase outreach breadth to goal of 10,000 supporters	
Corps Capital Advisors - Southlake, TX	September 2021- December 2021
<i>Investment Intern</i>	
<ul style="list-style-type: none">Gained an understanding of analysis philosophy based on a client's risk profile, goals, and desired asset allocationFacilitated and attend weekly meetings to discuss progression of internship and retention of knowledgeMaintained contact with remote teammates to ensure any obstacles are handled immediately and by the correct partner	

LEADERSHIP EXPERIENCE AND ACTIVITIES

Texas Angels - Special Events Coordinator	Fall 2018 - August 2020
<ul style="list-style-type: none">Corresponded with venues and vendors to establish specifications of eventsCataloged attendance, RSVP, carpool, and dietary information of 120+ members to create seamless events	

HONORS

University Honors	Spring 2023
Liberal Arts Magna Cum Laude, University Honors	Spring 2021
McCombs Dean's List, University Honors	Spring 2019

ADDITIONAL INFORMATION

Given the benefits that serving on this board would provide both to myself and the community, my employer has approved my application and allots any time necessary to board-related activities.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1231, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Phillip Thomas Laign, Jr. to the Bond Overview Advisory Committee by City Representative Alexsandra Annello, District 2.



Board Appointment Form

City Clerk

Submitted On:

Sep 6, 2023, 10:29AM MDT

Appointing Office	Representative Alexsandra Annello, District 2
Agenda Placement	Consent
Date of Council Meeting	Tuesday, September 12, 2023
Name of Board	Bond Overview Advisory Committee
Agenda Posting Language	Appointment of Phillip Thomas Laign, Jr. to the Bond Overview Advisory Committee by City Representative Alexsandra Annello, District 2.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Mr. Laign has financial and planning experience.
Nominee Name	Phillip Thomas Laign, Jr.
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Which District does the nominee reside in?	District 6
Does the appointee have a relative working for the City?	N/A
Has the appointee been a member of any other city boards?	Sun Metro Citizen's Advisory Board, 2021 to present City Accessibility Advisory Committee, 2021 to present.
List all real estate owned in El Paso County	
Previous Appointee	Rodolfo Barba
Reason for Vacancy	Term Expired
Date of Appointment	September 12, 2023
Term Begins On	January 1, 2023
Term Expires On	December 31, 2026
Term	1st Term
Upload File(s)	Laign-Resume.pdf

Phillip Thomas Laign, Jr.

Service Objective

To be part of an organization that maximizes student success and outcomes.

Education

Teacher Certification, 1991 | University of Texas El Paso

3.75 Teacher preparation program with a focus on special education

BS, Theology, 1987 | Ambassador University-Pasadena California

3.648 Ministerial preparation program with a minor in Business Management

Experience

City of El Paso

Accessibility Advisory Committee | 2/2021 to present

Chair from 3/2022 to present

Sun Metro Citizens' Advisory Committee | 3/2021 to present

Chair from 1/2022 to present

The Arc of El Paso

President | 1/2020 to 12/2022

Led the board through Strategic Planning Process and procurement of donated space for the Social Drop-in Center.

Vice President | 3/2018 to 12/2019

Contributed to discussions and decision making for the board. Authored successful grant to secure funding for strategic plan.

Texas Division for Career Development and Transition

Treasurer | 9/2018 to 9/2020

Maintained financial records for organization and assisted with leadership transition to new board.

President | 9/2014 to 9/2015

Recovered non-profit status that prior leadership let lapse, established website for organization.

Blue Sky El Paso

Director | 1/2018 to 3/2022

Facilitated and provide employment services to customers referred by Texas Workforce Solutions Vocational Rehabilitation Services.

Socorro Independent School District

Special Education Department

Transition Services | 7/2003 to 12/2017

Facilitated transition services for district students, maintain relationships with external agency partners, monitor compliance on State Performance Plan Indicators 13 and 14.

Americas High School

Special Education Teacher | 7/1999 to 7/2003

Provided classroom instruction to students with intellectual and developmental disabilities who received special education services.

Salvador H. Sanchez Middle School

Special Education Teacher | 8/1991 to 7/1999

Provided classroom instruction to students with learning disabilities who received special education services. Taught at two campuses between 8/1991 and 5/1994.

Socorro Middle School

Special Education Teacher | 8/1990 to 5/1994

Provided classroom instruction to students with learning disabilities who received special education services. Taught at two campuses between 8/1991 and 5/1994.

Awards and Accomplishments

Special Education Teacher of the Year

Texas Council of Administrators for Special Education

January 2008. For outstanding performance as a special education teacher in Texas.

Presentations

2018 to present-Multiple presentations/webinars through The Arc of El Paso

2017 Presentation Texas Transition Conference-Houston

2015 Presentation Texas Transition Conference-Dallas

2012-2014 Presentation Texas Transition Conference-Austin

2010 Presentation Texas Transition Conference-Houston

2010 Presentation Texas Council Administrators Special Education Mid-Winter Conference-Fort Worth

2008 Presentation Texas Transition Conference-Austin



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1234, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Donna Juarez to the Veterans Affairs Advisory Committee by Representative Cassandra Hernandez, District 3.



Board Appointment Form

City Clerk

Submitted On:

Sep 6, 2023, 11:45AM MDT

Appointing Office	Representative Cassandra Hernandez, District 3
Agenda Placement	Consent
Date of Council Meeting	Tuesday, September 12, 2023
Name of Board	Veterans Affairs Advisory Committee
Agenda Posting Language	Appointment of Donna Juarez to the Veterans Affairs Advisory Committee by Representative Cassandra Hernandez, District 3
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Veterans of the United States Armed Forces
Nominee Name	Donna Juarez
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Which District does the nominee reside in?	District 8
Does the appointee have a relative working for the City?	No
Has the appointee been a member of any other city boards?	No
List all real estate owned in El Paso County	None
Previous Appointee	Rodney Washington
Reason for Vacancy	Term Expired
Date of Appointment	September 12, 2023
Term Begins On	September 12, 2023
Term Expires On	September 11, 2027
Term	1st Term
Upload File(s)	Donna J Juarez - Resume - Veterans Affair AC- 9.12.23.docx

Donna J. Juarez



Military Professional Experience:

2021 to present, 346th El Paso Veteran Court, Lead Mentor Coordinator

- Recruit, screen, and select mentors
- Provide supervision for the mentors
- Facilitate mentor training
- Coordinate mentor activities with the court
- Conduct outreach events to veteran-serving organizations to introduce the program in the community.
- 2017 to present Veteran Mentor

2019 to present, Director of Military Affairs, Rio Vista Behavior Health Center, STAR Military Program

- Partner, collaborate and engage in opportunities to strengthen relationships with department of defense community and government agencies who support military and veterans.
- Coordinate mental health care treatment with patients referred by military and veteran hospitals, clinics, providers, clinicians, nurses, counselors, and other organizations.
- Manage daily censuses for all active duty, veterans, Tricare dependent adults, children, and adolescent patients.
- Provide El Paso VA, military department of behavioral health, family behavior health(CAFBH), primary medical clinics, nurse case managers admission and discharge updates.
- Coordinate and conduct program overviews to command staff and brief active-duty service members entering treatment.
- Develop and network to all Tricare, VA, veteran and reservist providers, social workers, and command points of contacts.
- On call 24/7 for emergency room patient transfers facilitated admission and worked closely to expedite the nurse-to-nurse transfers.
- Provide quarterly SWAT analysis reports for identifying successes and barriers.
- Provide regular program presentations, in-services, tours, meet and greets with clinical and medical support staff.
- Collaborate with community organizations conferences and events that provide education and CEU, CNE and CME opportunities.

2009-2019 Military Veteran Liaison, Universal Health Services, El Paso Behavioral Health Systems, formerly University Behavioral Health, El Paso, Texas,

- Work closely with military medical hospitals and clinic staff, on call 24/7 for emergency room transfers facilitated admission and nurse to nurse transfers.
- Coordinate with clinical, nursing, social services providers, and support staff. Collaborate as the first poc for hospitals, clinics and patients being referred for behavioral and mental health therapy and medication management.
- Maintained customer services accounts and provided quality customized customer service providing follow up care treatment services for behavioral and mental health care.
- Document, and track patient experience assessments by conducting entrance/exit interviews or quality leadership review.
- Provide quarterly SWAT analysis reports for identifying successes and barriers.
- Provide in-services, tours, meet and greets with clinical and medical support staff.
- Worked with the business development director and team on educational trainings, conferences, and education sessions.
- Create, design and coordinate community events that support military and veterans.

2003-2010 Manager and Health Specialist School Health and Safe Schools, Region 19, Education Service Center, El Paso, Texas

Managed School Health, Safe, Drug Free Programs and coordinated resources, and support services for 12 ISD, Private and Charter Schools. During the most intense years of the Juarez Mexico Border Violence drug cartels wars, I developed support services to the community and regional schools.

- Created and managed the annual federal and state grant budgets for ESC R19 School Health, at Risk Prevention, and Safe and Drug Free School Programs.
- Assured the organization had the latest credentials staff and technology on hand to accomplish its state requirements.
- Worked as a trainer implementing the 1.5-million-dollar grant from the Paso Del Norte Health Foundation for Coordinated Approach to Child Health. In 2015 I was recognized for that endeavor.
- Event Coordinating Conferences and Parent Education Academies, State Teen Conferences

Summary Civilian Experience:

- 1991-1993 Army Reeder Fitness Center, Fitness and Activities Coordinator , Ft Clayton Army, Panama, Central America
- 1995-2003 EP Fitness, El Paso Texas - Regional Fitness & Personal Trainer Director
- 2003-2010 Education Service Center, Region 19, El Paso Texas. School Health, at risk, safe and drug free school's director.
- 2010-2019 November, EP Behavioral Health, Business Development, Military and Veteran Liaison
- 2019 to present Rio Vista Behavioral Health, Director of Military Affairs

1985-1993, United States Army, Active-Duty Service Member and Army Reserves, Medical Records Specialist, Stationed at Ft Jackson, SC, Walter Reed Army Medical Center and Ft Belvoir Army Installation, United States Army, Walter Reed Army Medical Center, Washington DC

Leadership Skills Experience:**1995-2003 Fitness Director, EP Fitness, El Paso, Texas**

- Directed and managed fitness instructors, personal trainers
- Managed and coordinated buying and designed branding of apparel for retail dept.
- Conducted 90 day/annual evaluations of employees.
- Managed contracted staff and implemented state and federal contracting standards.
- Coordinated and provided monthly professional development.
- Provided Team Building that established corporate wide employee professional excellence.
- Managed and maintained corporate budget and payroll.

Education, Certifications Course Training:

- 1985 Klein Oak High School, Spring Texas
- 1985 US Army Basic Training & Military Advance Occupational Specialty Course
- 1986 US Army Master Level Fitness Trainer, Ft Jackson, SC
- 1990 US Army Master Level Leadership Course, Ft Belvoir, VA
- 1992 College of Health Science, BS, Virginia State University, Ft Belvoir, VA
- 1993-2003 American Fitness Foundation of America
 - Personal Trainer Certification & Train the Trainer Certifications
 - Aerobic Certification, Certified Instructor Trainer
 - Master Fitness, Wellness Practitioner Certification
 - Hatha Yoga Certification
 - Sports Nutritionist Certification
- 2003-2010 Education Service Center, Region 19
 - University of Houston, Coordinated Approach to Child Health Courses
 - Strengthening Parenting skills for at risk behaviors
 - Integrating Activities into Academics Course Certifications
 - Character Count Course Certifications
 - True Colors Certification Course Certifications
 - Nutrition Course Certification (FMNV Eat Smart)
 - Creative Coping Skills Course Certification
 - Team Building and Icebreakers Certification



Legislation Text

File #: 23-1207, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Approve a tax refund for Lee Sukjin, in the amount of \$14,571.41 for an overpayment made on August 11, 2023 of 2022 taxes. (Geo. # C539-999-0180-0500). This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

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

AGENDA DATE: September 12, 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.

Lee Sukjin, in the amount of \$14,571.41 for an overpayment made on August 11, 2023 of 2022 taxes. (Geo. # C539-999-0180-0500). This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

BACKGROUND / DISCUSSION:

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

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

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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

OP
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

TAX OFFICE
RECEIVED

AUG 16 2023

APPLICATION FOR TAX REFUND

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

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: Lee Sukjin ✓		Phone: HOME: 915-777-8951 WORK: Property ID# (One application per account) 699532 0539-999-0180-0500		
Address (mail refund to :) 7324 bobcat hollow drive El PasoTx 79911 ✓		Property Address: And/or Legal Description: BLK 18 CIMARRON CANYON #3 LOT 5		
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2022	08-11-2023		\$14571.41	\$14571.41 ✓
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)				

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

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

REASON FOR OVERPAYMENT: I tried to pay the amount of \$14571.42 over 12 months months but tax office levied the entire amount in the single month. I would like to get a refund and set up the payment monthly for 12 months, paying \$1214.285 per month.

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

Lee Sukjin

Date: 08-16-2023

Requestor signature:

Lee Sukjin

Property owner ✓

Printed name:

Title:

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

TAX OFFICE Entry:

(✓) REFUND APPROVED

Tax Office Approval:

Maia O. Padilla

Date:

8/16/23 ✓

JMC 8/18/23

Date:

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

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1218, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation 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 \$500.00 from Martha Gonzalez.



Legislation Text

File #: 23-1230, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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 that the City of El Paso honors Oscar Venegas, Maria Elena Flood, and Modesto A. Gomez for their contributions to our community, prior to the 2023 Latino Legacy Awards hosted by Community en Accion.

**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, Community en Accion's Mission Statement is to mobilize Latino leaders to impact economic and social equity, educational opportunities, and cultural appreciation; and

WHEREAS, Community en Acción was organized in 2010 as a 501(c)(3) nonprofit organization; and

WHEREAS, Community en Acción's purpose is to improve the lives of El Paso's Latino community by instilling pride and providing leadership; and

WHEREAS, Community en Acción's recent programs have awarded scholarships to area students, and spearheaded the completion of the Men of Company E Monument honoring the memory of brave men from El Paso who sacrificed their lives during World War II; and

WHEREAS, Community en Acción annually conducts the Young Achievers Forum in partnership with the University of Texas at El Paso and New Mexico State University and touches the lives of thousands of students from area schools encouraging them to continue their education beyond high school; and

WHEREAS, Community en Acción's Latino Legacy Award recognizes individuals who are worthy of recognition at the highest level; and

WHEREAS, Community en Acción has named the following individuals as the recipients of the 2023 Latino Legacy Award:

1. Oscar Venegas: Founder and, until 2019, President of VEMAC, Inc., a successful and highly respected construction company, Mr. Venegas started the Alumni Association for Civil Engineering at the University of Texas at El Paso and has received numerous civic and business awards for his dedication and service to our community.
2. Maria Elena Flood: Mrs. Flood is a trailblazer in higher education and healthcare who advocated and worked tirelessly for the expansion of Texas Tech School of Medicine and Thomason Hospital in our community, resulting in improved healthcare for hundreds of thousands of persons in West Texas, Southern New Mexico, and Northern Mexico. In addition, Mrs. Flood has been an important part of numerous community organizations.
3. Modesto A. Gomez: Mr. Gomez was a World War I veteran and founder of the Marcos B. Armijo VFW Post 2753. He was an early civil rights leader, an original member of the El Paso Housing Authority Board of Directors, and instrumental in convincing federal and local governments of the urgent need for federal housing in our community. Mr. Gomez was an advocate for improving education for schools in South El Paso, as well as an entrepreneur and National President of the League of United Latin American Citizens in 1943. This award is presented posthumously.

WHEREAS, on September 16, 2023, Community en Acción is recognizing these exceptional members of our community at the Paso del Norte Hotel in El Paso Texas;

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

That the City of El Paso City Council congratulates Oscar Venegas, Maria Elena Flood, and the family of Modesto A. Gomez and encourages our community to join in honoring and celebrating the lives and accomplishments of the 2023 Latino Legacy Award recipients.

APPROVED this _____ day of _____ 2023.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Roberta Brito
Assistant City Attorney



Legislation Text

File #: 23-1236, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to designate the second Monday in October of each year as Indigenous People's Day as part of continued efforts to address systemic racism towards Indigenous People and promote the closing of the equity gap for Indigenous People in our community.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: September 12, 2023

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 212-0002

DISTRICT(S) AFFECTED: All Districts

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

SUBJECT:

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

Discussion and action to direct the City Manager to designate the second Monday in October of each year as Indigenous People's Day as part of continued efforts to address systemic racism towards Indigenous People and promote the closing of the equity gap for Indigenous People in our community.

BACKGROUND / DISCUSSION:

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

N/A

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 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. [POSTPONED FROM 08-29-2023]

**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



Legislation Text

File #: 23-1227, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution that recognizes the week of September 10 to September 16, 2023, as "Welcome Week" and directs the City Manager to work with the El Paso Police Department to make any appropriate and necessary policy to ensure all El Paso residents feel safe and protected regardless of their race, nationality, or immigration status.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: September 12, 2023

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 212-0002

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8: Nurture & Promote a Healthy, Sustainable Community

SUBJECT:

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

Discussion and action to approve a resolution that recognizes the week of September 10 to September 16, 2023, as "Welcome Week" and directs the City Manager to work with the El Paso Police Department to make any appropriate and necessary policy to ensure all El Paso residents feel safe and protected regardless of their race, nationality, or immigration status.

BACKGROUND / DISCUSSION:

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

N/A

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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

RESOLUTION

WHEREAS, the City of El Paso has symbolized liberty, security, equality, opportunity for generations of immigrants, refugees, and asylum seekers by extending compassion and hospitality; and

WHEREAS, the success of the City of El Paso and its residents depends on making sure that all feel welcome here and are a vital part of our community—bringing fresh perspectives and new ideas, starting businesses, contributing to the economy, and creating a vibrant diversity that we all value; and

WHEREAS, regardless of where we are born or what we look like, we are El Pasoans, united in our efforts to build a stronger community, and by recognizing the contributions that we all make to create a vibrant culture and a growing economy, we make our community more prosperous and more inclusive to all who call it home; and

WHEREAS, we celebrate the spirit of unity, welcoming, hospitality, diversity, and harmony that is uniting neighbors across the nation this week, and we invite all El Paso residents and organizations to participate in “Welcoming Week” by reaffirming our dedication to our fundamental American values and by acting in the spirit of welcoming; and

WHEREAS, by working together, we can increase prosperity and create an environment where diverse individuals from all over the world can feel valued and want to establish a life, raise a family, and support and contribute to El Paso’s long-term economic growth; and

WHEREAS, the work of creating welcoming and inclusive communities is best shared by all of us—government and civil society, businesses, and nonprofits, at the federal, state, and local level—and we call on our fellow El Pasoans to join and uplift efforts to make ours a welcoming, inclusive place to live.

NOW, THEREFORE, BE IT RESOLVED, by City Council of the City of El Paso:

The City of El Paso recognizes the week of September 10 to September 16, 2023, as “Welcome Week” and calls upon the people of the City of El Paso and community organizations to join to build stronger communities.

BE IT FURTHER RESOLVED:

The City of El Paso is committed to ensure that all El Pasoans feel welcome and safe in our City and the City Council directs the City Manager to work with the Police Department to take necessary and appropriate steps to reinforce constitutional and legal protections for detainees, arrestees, and others, and create any appropriate policy that ensures any stops or arrests made by

an EPPD officer are not made based on suspicion of a person's immigration status and that collaborations between the police department and federal immigration agencies should be limited to criminal cases, and ensuring that all people who are questioned by EPPD officers about their immigration status or country of origin are well-informed, before answering such questions, that they have a constitutional right to remain silent and to refrain from answering such inquiries without retaliation.

BE IT FURTHER RESOLVED:

The City Council directs the City Manager to work with the Police Department to take necessary and appropriate steps to further ensure that the City's policing resources are prioritized to ensure community policing values and safety, while the collaboration between the police department and federal immigration agencies be limited to criminal cases and not related to immigration status, unless required by law or there is a criminal or public safety concern involved. Any collaboration with federal agencies should be appropriately vetted to ensure minimal community impact in addition to the Police Department preparing a report that describes and analyzes any collaboration between the Police Department and federal immigration agencies each quarter and will make the report available on the El Paso Police Department website.

BE IT FURTHER RESOLVED:

The City Council directs the City Manager to take necessary and appropriate steps to ensure that the City does not provide sensitive information, for example social security numbers and home addresses, about people without their consent for the purposes of civil immigration enforcement only to the extent such disclosures are reasonable or necessary, or otherwise required by law. Steps taken or implemented should further the City's goals as established by the City budget, the City Comprehensive Plan, and the City's Strategic Plan, and ensure that any request for sensitive information is appropriately vetted, with consideration for the urgency of the request, the City resources required to obtain and provide the information requested, and whether there is a criminal nexus or public safety concern involved.

BE IT FURTHER RESOLVED:

The City Council directs the City Manager to ensure that the public is informed about the procedures and practices of the El Paso Police Department as they relate to detaining foreign nationals and handling requests for assistance from federal immigration officials, and should inform City Council if additional steps or resources are necessary to educate the public.

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 2023.

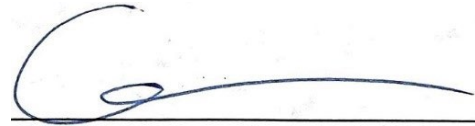
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'Carlos L. Armendariz', is written over a horizontal line.

Carlos L. Armendariz
Assistant City Attorney



Legislation Text

File #: 23-1233, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution to direct the City Manager to work with the Police Department, the Department's designated LGBTQ liaison, and a community stakeholder task force to evaluate new policies and training to improve how transgender and gender-diverse individuals are identified by the El Paso Police Department, to implement a list of bias-free policies, and to implement a Safe Place Program in the City of El Paso.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: September 12, 2023

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 212-0002

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2: Set the Standard for A Safe & Secure City

SUBJECT:

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

Discussion and action to approve a resolution to direct the City Manager to work with the Police Department, the Department's designated LGBTQ liaison, and a community stakeholder task force to evaluate new policies and training to improve how transgender and gender-diverse individuals are identified by the El Paso Police Department, to implement a list of bias-free policies, and to implement a Safe Place Program in the City of El Paso.

BACKGROUND / DISCUSSION:

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

N/A

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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

RESOLUTION

WHEREAS, according to the Human Rights Campaign, 2021 was the deadliest year on record for transgender and non-binary people; and

WHEREAS, there is no standardized process within the State of Texas for legal name and gender marker change, making it considerably more difficult and costly for transgender people to be appropriately identified by governmental authorities; and

WHEREAS, the National Transgender Discrimination Survey reported that one-third of survey respondents were not able to update any of their government-issued identifications or records to reflect their gender identity; and

WHEREAS, according to the National Center for Transgender Equality, lack of identification exposes people to a range of negative outcomes—from denial of employment, housing, public benefits, to harassment and physical violence; and

WHEREAS, according to the National Center for Transgender Equality, more than one in four transgender people have faced a bias-motivated assault, with rates higher for transgender women of color; and

WHEREAS, a national survey of transgender individuals published by the National Center for Transgender Equality and the National Gay and Lesbian Task force revealed that 46 percent of respondents were uncomfortable seeking help from police; and

WHEREAS, the Human Rights Campaign found that under-reporting and misidentification obscured the severity of disparities and bias-motivated violence against transgender people; and

WHEREAS, many police departments across the nation have implemented specific policies to better serve transgender persons; and

WHEREAS, a 2015 FBI Law Enforcement Bulletin on Law Enforcement and Transgender Communities states that training resources exist pertaining to police interactions with transgender communities, consistent with recent efforts by the U.S. Department of Justice Community Relations Service; and

WHEREAS, the City of El Paso wishes to seek clarity and consistency in the identification of individuals for public safety purposes and recognizes that legal documents may not always align with this goal; and

WHEREAS, additional recommendations from community stakeholders could further strengthen existing efforts by the El Paso Police Department to implement new policies and training intended to improve the quality of services that El Paso's LGBTQIA+ residents and visitors receive; and

WHEREAS, ensuring people are identified by their chosen name and pronouns upholds respect for transgender and gender-nonconforming individuals.

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

The City Council directs the City Manager to evaluate new policies and training to potentially improve how transgender and gender-diverse individuals are identified by the El Paso Police Department in its internal and external communications, and to present the results of that evaluation, along with proposed changes in policy and training, if any, to the Council no later than the last meeting in December 2023.

BE IT FURTHER RESOLVED THAT:

The City Council directs the City Manager to initiate a community stakeholder process, to include the Police Department's designated LGBTQ liaison, for the purpose of receiving input on potential improvements to the El Paso Police Department policy and training regarding identification of transgender and gender-diverse individuals; to invite participation in that process by appropriate organizations and individuals, including without limitation, the Borderland Rainbow Center, Sun City Pride, the Gender and Sexualities Alliance Board, Texas Rising, and Planned Parenthood and to report the results of that process to the Council by no later than the last meeting in December 2023.

BE IT FURTHER RESOLVED THAT:

The City Council directs the City Manager to work with the Police Department and the Department's designated LGTBQ liaison to ensure that the El Paso Police Department's Policy Manual includes bias/hate crimes department policies and to come back with a report of proposed policies by the last City Council meeting in December 2023, and that the policies shall include, without limitation:

- A policy that establishes guidelines for the appropriate treatment of gender-diverse individuals who come in contact with the El Paso Police Department, and that the guidelines include, but are not limited to:
 - Gender-diverse status is never by itself a lawful basis for a stop, search, or arrest;
 - Employees will ask an individual about preferred name, gender identity, and pronouns, and will address and refer to gender-diverse individuals by their preferred names, gender identity, and preferred pronouns;
 - Officers will not conduct any searches to determine an individual's sex;
 - Two officers will be present for searches of gender-diverse individuals, except in the case of an emergency, such as when someone's life is in danger;
 - Officers will inform gender-diverse individuals of their right to express a preference of officer gender for searches;
 - Officers will not seize or remove appearance-related items, if those items will not typically be confiscated from non-gender-diverse individuals;

- Officers will transport and house gender-diverse individuals alone, whenever possible;
- When transferring custody of gender-diverse individuals to other law enforcement agencies or other facility, the officer will verbally advise the receiving agency/officer that the individual is gender-diverse and will relay any relevant identification related information, including how the individual would like to be addressed; and
- When completing official handwritten or electronic EPPD documents, the employee will include the individual's adopted name as the "Also Known As (A.K.A.)" name.
- Bias-free policing policies that ensures the Police Department is committed to providing services and enforcing laws in a professional, nondiscriminatory, fair, and equitable manner and ensures the department recognizes that bias-based policing is the different treatment of any person by officers motivated by any characteristic of protected classes under state, federal, and local laws, such characteristics include, but are not limited to, age, disability status, economic status, familial status, gender, gender identity, homelessness, mental illness, national origin, political ideology, race, ethnicity, or color, religion, or sexual orientation, and that these policies include:
 - Every employee is responsible for knowing and complying with bias-free policing policies and the Chief of Police is tasked with reinforcing that bias-based policing is unacceptable through specific yearly training, regular updates, and such other means as may be appropriate;
 - Officers will not engage in bias-based policing;
 - The characteristics of an individual may be appropriately considered in limited circumstances, such as when a specific suspect description is based on trustworthy and relevant information that links a specific person to a particular unlawful incident and officers must articulate specific facts and circumstance that support their use of such characteristics in establishing reasonable suspicion or probable cause;
 - Employees will call a supervisor in response to allegations of bias-based policing;
 - Employees will document all allegations of bias-based policing and the Department will outline a protocol to investigate such allegations; and
 - The chief legal officer will prepare a report that describes and analyzes bias-based policing allegations during each quarter and the status of the Department's effort to prevent bias-based policing, and any disparate impacts of policing, and will make the report available to the public on the El Paso Police Department's website.
- A policy that outlines the Department's response to hate crime offenses, malicious harassment, and other incidents involving bias.

BE IT FURTHER RESOLVED THAT:

The City Council directs the City Manager to work with the El Paso Police Department, the Department's LGBTQ liaison, and the stakeholder task force, which includes, without limitation, the Borderland Rainbow Center, Sun City Pride, the Gender and Sexualities Alliance Board, Texas Rising, and Planned Parenthood, to implement a Safe Place Initiative to assist the victims of hate crimes and student bullying that originated in the City of Seattle and to work with the stakeholder

task force to develop training for a pilot program, and to come back to City Council with a report on efforts to implement the Program no later than the last Council meeting in December 2023.

(Signatures Begin on Following Page)

APPROVED this _____ day of September, 2023.

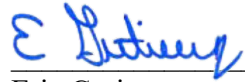
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney



Legislation Text

File #: 23-1228, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution to direct the City Manager to create a policy that ensures access for transgender individuals to freely use City facilities consistent with their gender identity and/or expression in City-owned buildings, and to direct the City Attorney to create an ordinance amending Title 5 of the City Code of Ordinances relating to single-user restrooms to require single-user restrooms to have gender-neutral signage.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: September 12, 2023

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 212-0002

DISTRICT(S) AFFECTED: All Districts

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

SUBJECT:

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

Discussion and action to approve a resolution to direct the City Manager to create a policy that ensures access for transgender individuals to freely use City facilities consistent with their gender identity and/or expression in City-owned buildings, and to direct the City Attorney to create an ordinance amending Title 5 of the City Code of Ordinances relating to single-user restrooms to require single-user restrooms to have gender-neutral signage.

BACKGROUND / DISCUSSION:

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

N/A

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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

RESOLUTION

WHEREAS, President Joe Biden became the first American President to designate the Transgender Day of Visibility with a White House proclamation: “this designation recognizes the generations of struggle, activism, and courage that have brought our country closer to full equality for transgender and gender non-binary people that has given countless transgender individuals the bravery to live openly and authentically; shaping an increasingly accepting world in which peers at school, teammates and coaches on the playing field, colleagues at work, and allies in every corner of society are standing in support and solidarity with the transgender community”; and

WHEREAS, despite the advances made towards equality and acceptance, the Texas Legislature has recently enacted legislation that has unfairly targeted and attacked the transgender community, and these legislative actions have created barriers and discriminatory practices that infringe upon the rights and dignity of transgender individuals, stifling their ability to freely express themselves, be themselves, and feel accepted and seen in our society; and

WHEREAS, discriminatory and negligent attitudes towards the transgender community, especially against black, indigenous, and other women of color, foster high rates of violence, homelessness, and economic instability, and it is essential to develop policies that support the transgender community, develop public education to dispel misinformation and stigmas, myths, and to increase understanding of humanizing transgender people; and

WHEREAS, affirmation of their gender identity and freedom of expression is vital to how children, teens, and adults are respected in their communities and ensures a positive quality of life; and

WHEREAS, in July 5, 2022, the City Council pledged to keep working to protect transgender rights by adopting policies that protect transgender individuals from employment discrimination in the City of El Paso, and enhanced existing housing policies to protect individuals from housing discrimination; and

WHEREAS, the City Council of the City of El Paso recognizes the importance of the act of correctly identifying an individual’s gender and is committed to taking serious steps towards recognizing an individual’s correct gender; and

WHEREAS, these policies include the same safeguards from discrimination that all Americans seek in employment, housing, healthcare, education, the justice system, and use of public facilities; and

WHEREAS, the City of El Paso will continue to promote and advocate for safe spaces within our facilities that welcome all transgender residents seeking help and services; and

WHEREAS, transgender individuals have always been a part of the fabric that makes El Paso beautiful and through visibility and acceptance that we continue to support the values of our community are an increasingly visible part of the fabric that makes El Paso what it is.

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

The City Manager or designee is directed to create a policy that ensures access for transgender individuals to freely use City facilities consistent with their gender identity and/or expression in City agency offices, public parks, pools, playgrounds, Sun Metro Transit stations, museums, and recreation centers, and any other City-owned facility.

BE IT FURTHER RESOLVED:

All City Departments shall post the new facility policy in conspicuous locations for employees and members of the public to see within three months.

BE IT FURTHER RESOLVED:

City Departments will train managers on the policy within one year and frontline staff within two years, will update agency Equal Employment Opportunity (EEO) plans to incorporate training requirements within three months, and will report on steps taken to comply with this resolution by the last meeting in October 2023.

BE IT FURTHER RESOLVED:

The City Attorney is directed to return to Council no later than the last meeting in October 2023 with an ordinance amending City Code Title 5 to add a chapter relating to signage for single-user restrooms, with penalty.

- This article shall apply to single-user restrooms within commercial facilities that are not private or private use restrooms. This article shall be an additional requirement to those already required by the City Code.
- A single-user restroom subject to this article must have gender-neutral signage.
- A person with control over a commercial facility with at least one single-user restroom shall install and maintain gender-neutral signage for each single-user restroom.

APPROVED this _____ day of September, 2023.

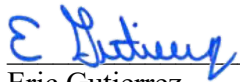
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez

Senior Assistant City Attorney



Legislation Text

File #: 23-1232, 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

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to authorize the expenditure of District 2 discretionary funds, in an amount not to exceed \$5,500.00, for Fall Festivals at Memorial Park Reserve, Sunrise Park, Grandview Park, and Seville Recreation Center, which serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through entertainment to citizens in El Paso, and by fostering community pride and encouraging civic engagement.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: September 12, 2023

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Alexsandra Annello, 915-212-0002

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: (Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments)

SUBJECT:

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

Discussion and action to authorize the expenditure of District 2 discretionary funds, in an amount not to exceed \$5,500.00, for Fall Festivals at Memorial Park Reserve, Sunrise Park, Grandview Park, and Seville Recreation Center, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through entertainment to citizens in El Paso, and by fostering community pride and encouraging civic engagement.

BACKGROUND / DISCUSSION:

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

N/A

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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

RESOLUTION

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

That the City Council declares that the expenditure of District 2 discretionary funds, in an amount not to exceed \$5,500.00, for Fall Festivals at Memorial Park Reserve, Sunrise Park, Grandview Park, and Seville Recreation Center, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through entertainment to citizens in El Paso, and by fostering community pride and encouraging civic engagement; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this ____ day of _____ 2023.

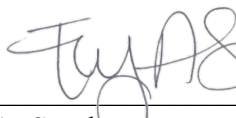
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney



Legislation Text

File #: 23-1241, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion regarding the effect of resign-to-run by members of City Council.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 09/12/2023

CONTACT PERSON NAME AND PHONE NUMBER: Mayor Oscar Leeser
(915) 212-0021



DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Sound Governance and Fiscal Responsibility

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 regarding the effect of resign to run by members of City Council.

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? N/A

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



Legislation Text

File #: 23-1235, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to evaluate existing ordinances, policies, and procedures related to school zone safety in collaboration with the Vision Zero task force and the Mobility Advisory Committee to draft any necessary updates to ensure safe crossings, intersection treatments, and appropriate signage at all schools within the City.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: September 12, 2023

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 212-0002

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 7: Enhance & Sustain El Paso's Infrastructure Network

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 evaluate existing ordinances, policies, and procedures related to school zone safety in collaboration with the Vision Zero task force and the Mobility Advisory Committee to draft any necessary updates to ensure safe crossings, intersection treatments, and appropriate signage at all schools within the City.

BACKGROUND / DISCUSSION:

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

N/A

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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



Legislation Text

File #: 23-1237, 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 Brian Kennedy, (915) 212-0001

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution recognizing "Constitution Day".

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

DEPARTMENT: Mayor and Council

AGENDA DATE: September 12, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Representative Brian Kennedy 915.212.0001

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 4

SUBJECT:

Discussion and Action to approve a Resolution recognizing Constitution Day.

BACKGROUND / DISCUSSION:

Recognize the Celebration of Freedom Week in public schools.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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

RESOLUTION

WHEREAS, the frequent recurrence to fundamental principles is of great importance to civic literacy and the preservation of liberty and a free government; and

WHEREAS, the week in which September 17 falls is designated by the State of Texas as Celebrate Freedom Week in public schools, and our community ought to support our students and join in the responsibility of teaching the rising generation to be free; and

WHEREAS, the Constitution of the United States of America, having been ordained and established to secure the blessings of liberty to its Framers and their posterity, ought to be recognized and celebrated on the anniversary of its signing; and

WHEREAS, all who partake in the blessings of liberty are encouraged to read the Declaration of Independence and the Constitution of the United States, reflect upon and honor the sacrifices made to establish and protect our Republic, join in ceremonies and activities commemorating the anniversary of the signing of the Constitution, and to celebrate the inalienable rights which the government of the people, by the people, and for the people, was formed to secure.

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

That the Mayor and Council of the City of El Paso hereby resolve to recognize September 17, 2023, as “Constitution Day,” and the week of September 17 - September 23, 2023, as “Celebrate Freedom Week”

Signatures on the following page

APPROVED this _____ day of September, 2023.

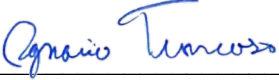
THE CITY OF EL PASO

ATTEST:

Oscar Leaser,
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney



Legislation Text

File #: 23-1197, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

TxDOT operational update on projects currently in design and estimated completion dates for construction projects to include reporting on aesthetic/landscaping elements.

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

AGENDA DATE: September 12, 2023
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, AICP (915) 212-0065
DISTRICT(S) AFFECTED: All Districts
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

TxDOT operational update on projects currently in design and estimated completion dates for construction projects to include reporting on aesthetic/landscaping elements.

BACKGROUND / DISCUSSION:

TxDOT reports out to City Council to maintain communication and collaborative efforts.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

*****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 #: 23-1216, **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

Climate and Sustainability, Nicole Ferrini, (915) 212-1659

AGENDA LANGUAGE:

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

Management update on the Environmental Protection Agency's Solar for All Grant Program opportunity.

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

DEPARTMENT: Community + Human Development

AGENDA DATE: 9/12/2023

CONTACT PERSON/PHONE: Nicole Ferrini, Director 915-212-1659

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL 8: Nurture & Promote a Healthy, Sustainable Community

SUBJECT:

Management update on EPA's Solar for All grant program opportunity.

BACKGROUND / DISCUSSION:

In late June, 2023, the EPA released the Notice of Funding Opportunity (NOFO) for the Solar for All program with \$7 Billion funding available nationwide (Maximum Opportunity for our Region is \$400 Million).

The program's goal is to ensure that low-income households have access to residential rooftop and residential-serving community solar energy, through providing financial support and other incentives. This is an opportunity to transform energy use, generation and efficiency across our interstate region with a priority emphasis on direct benefit to the people of our community.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Up to \$400 M. 5-year program. EPA's Solar for All under the Greenhouse Gas Reduction Fund. No match required.

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:  _____

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

FEDERAL AGENCY AND OFFICE: U.S Environmental Protection Agency, Office of the Greenhouse Gas Reduction Fund

FUNDING OPPORTUNITY TITLE: Solar for All

ANNOUNCEMENT TYPE: Request for Applications (RFA)

FUNDING OPPORTUNITY NUMBER: EPA-R-HQ-SFA-23-01

ASSISTANCE LISTING NUMBER: 66.959

IMPORTANT DATES:

September 26, 2023

March 2024

July 2024

Closing Date

Anticipated Notification of Selections

Anticipated Awards

Deadline: Application packages must be submitted on or before September 26, 2023 at 11:59 PM (Eastern Time) through Grants.gov. Please refer to [Section IV.A: Due Date and Submission Instructions](#) and [Appendix A: Grants.gov Application Submission Instructions](#) for further instructions.

Applicants are required to submit a **Notice of Intent (NOI)** to be eligible to participate in the Solar for All competition. The deadline for the NOI is July 31, 2023 at 11:59 PM (Eastern Time) for states, the District of Columbia and Puerto Rico; August 14, 2023 at 11:59 PM (Eastern Time) for territories (specifically, The Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands), municipalities, and eligible nonprofit recipients; and August 28, 2023 at 11:59 PM (Eastern Time) for Tribal governments and Intertribal Consortia. Refer to [Section I.F: Required Notice of Intent](#) and [Section III. Eligibility Information](#) for additional information NOI requirements and about applicant eligibility.

NOTE: A grantee who transfers funds awarded through this competition must comply with the Procurement Standards in 2 CFR Parts 200 and 1500, [EPA's Subaward Policy](#), and [EPA's Guidance on Participant Support Costs](#), as applicable, depending on the vehicle that the grantee uses to transfer funds, as well as the [Participation by Disadvantaged Business Enterprises in EPA Programs](#) requirements in 40 CFR Part 33. Before naming contractors (including consultants) or subrecipients in your application, please carefully review Section IV.d, "Contracts and Subawards," of [EPA Solicitation Clauses](#) as well as the guidance in [Section III.B: Named Contractors and Named Subrecipients](#). In accordance with 2 CFR § 200.320(c)(2) and (4), the Agency does not accept justifications for sole source contracts for services or products available in the commercial marketplace based on a contractor's role in preparing an application or existing relationships that an applicant may have established without complying with competitive procurement requirements. However, as provided in 2 CFR § 200.317 *States* as defined in 2 CFR § 200.1 follow the same competitive policies and procedures they use for procurements with non-Federal funds, so EPA defers to state determinations on sole source contracting.

Contents

Section I. Funding Opportunity Description.....	4
A. Background	4
B. Statutory Authority and Assistance Listing	6
C. GGRF Solar for All Program Objectives	6
D. Competition Terminology	7
E. Scope of Work	13
F. Required Notice of Intent.....	18
G. Environmental Results and Strategic Plan Information	19
H. Measuring and Reporting Environmental Results: Example Outputs, Outcomes, and Performance Measures	20
I. Additional Provisions for Applicants Incorporated into the Funding Opportunity	23
Section II. Federal Award Information	24
A. Number and Amount of Awards	24
B. Period of Performance	26
C. Partial Funding	26
D. Additional Awards	26
E. Funding Type	27
Section III. Eligibility Information.....	28
A. Eligible Applicants.....	28
B. Named Contractors and Named Subrecipients	30
C. Threshold Eligibility Criteria	31
D. Allowable and Unallowable Costs	35
E. Cost Sharing or Matching	37
Section IV. Application and Submission Information.....	38
A. Due Date and Submission Instructions	38
B. Application Materials.....	39
C. Content of Application Submission	41
D. Pre-Application Assistance	49
Section V. Application Review Information	50
A. Evaluation Criteria	50
B. Review and Selection Process.....	61
Section VI. Award Administration Information.....	63
A. Award Notification	63
B. Administrative and National Policy Requirements.....	63
C. Program Performance Reporting Requirements	64
D. Administrative Reporting Requirements	67
E. Remedies for Non-Compliance.....	68
Section VII. Contact Information.....	69
Appendix A. Grants.gov Application Submission Instructions.....	70
A. Requirement to Submit through Grants.gov and Limited Exception Procedures	70
B. Submission Instructions	70
C. Technical Issues with Submission	72

Appendix B. Program Budget.....	73
A. Guidance for Detailed Budget Table	73
Appendix C. Household Savings Guidance	78
Appendix D. Consumer Protection Examples.....	79
Appendix E. Equitable Workforce Development and Job Quality	80
Appendix F. Guidance for Carbon Dioxide Avoided Calculations	82

Section I. Funding Opportunity Description

A. Background

Residential distributed solar generation and energy storage, including rooftop residential and residential-serving community photovoltaic (PV) solar and storage, reduces energy costs for American households, abates pollution from power generation, generates wealth and jobs for local communities, improves public health, and provides resilient and secure power.

Yet, to date low-income and disadvantaged households have been left behind in the rapid deployment of residential distributed solar generation, despite the benefits that this technology can provide to these communities. According to data from the U.S. Department of Energy's (DOE's) Low-Income Energy Affordability Tool, the national average energy burden for low-income households is 8.6%, three times higher than the energy burden for non-low-income households, and, in some cases, can be as high as 30%.¹ Despite this significant opportunity for lower-cost electricity generation and the falling cost of solar PV systems in recent years, low-income households have not benefitted from solar equally. DOE's Solar Futures Study found that only 31% of residential solar adopters are households that earned less than the area median income (AMI).² There are numerous barriers to low-income and disadvantaged communities adopting residential distributed solar energy. The barriers are financial as well as non-financial such as community engagement, site suitability, and policy and regulatory.³ Investing in solar energy and project-deployment services to enable residential distributed solar projects for low-income and disadvantaged households will expand access to the benefits of clean energy—benefits that include household savings, energy resilience, improved air quality, wealth building, and quality jobs.

Solar energy investments in and benefitting low-income and disadvantaged communities support the climate and equity goals of the United States. Achieving the Biden-Harris Administration's goal of a 100% clean-electricity grid by 2035 requires a cumulative solar deployment of 760 to 1,000 gigawatts (GW_{dc}), serving 37% to 42% of electricity demand.⁴ Distributed generation is expected to satisfy at least 20% of this deployment.⁵ Solar deployment is also critical for achieving the 2030 and 2050 climate goals outlined in the [U.S. Nationally Determined Contribution](#) by enabling the zero-emissions transition in other sectors including buildings and transportation.⁶

Similarly, solar generation in and benefitting low-income and disadvantaged communities advances the Biden-Harris Administration's equity and environmental justice priorities as detailed in [Executive Order 14091 \(Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government\)](#) and the President's [Justice40 Initiative](#), established in [Executive Order 14008 \(Tackling the Climate Crisis at Home and Abroad\)](#), which sets the goal that 40% of the overall benefits from certain investments flow to disadvantaged

¹ U.S. Department of Energy, "[Low-Income Community Energy Solutions](#)", accessed May 2023; Energy burden is defined as the percentage of gross household income spent on energy costs.

² U.S. Department of Energy, "[Solar Futures Study](#)", September 2021

³ National Renewable Energy Laboratory (NREL), "[Affordable and Accessible Solar for All: Barriers, Solutions, and On-Site Adoption Potential](#)", September 2021

⁴ U.S. Department of Energy, "[Solar Futures Study](#)", September 2021

⁵ U.S. Department of Energy, "[Solar Futures Study](#)", September 2021

⁶ The United States has set bold climate targets to reduce greenhouse gas emissions 50-52% below 2005 levels in 2030 and net-zero emissions no later than 2050.

communities. Residential rooftop and residential-serving community solar generation create meaningful benefits for overburdened households and communities. These benefits include household savings, equitable access to clean energy, power resiliency, asset wealth building, investment in local businesses, and quality jobs in alignment with the [Department of Labor’s Good Jobs Initiative](#). Traditional energy communities, a priority focus of the President’s [Interagency Working Group on Coal and Power Plant Communities](#), are in a prime position to benefit from solar deployment.

President Biden’s Inflation Reduction Act authorized the U.S. Environmental Protection Agency (EPA) to implement the Greenhouse Gas Reduction Fund (GGRF), a historic \$27 billion investment to combat the climate crisis by mobilizing financing and private capital for greenhouse gas- and air pollution-reducing projects in communities across the country. As part of this program, EPA is launching a \$7 billion Solar for All competition — designed to spur the deployment of residential distributed solar energy to lower energy bills for millions of Americans and catalyze transformation in markets serving low-income and disadvantaged communities. Solar for All will tackle the financial and non-financial barriers that limit the ability of low-income and disadvantaged communities across the country to benefit from the rapid growth in distributed solar capacity, thus advancing the Biden-Harris Administration’s climate and environmental justice goals.

To support a broader suite of greenhouse gas-reducing projects, EPA is also launching a \$14 billion National Clean Investment Fund competition to finance clean technology deployment nationally as well as a \$6 billion Clean Communities Investment Accelerator competition to finance clean technology deployment in low-income and disadvantaged communities while simultaneously building the capacity of community lenders that serve those communities. These three grant competitions are complementary programs and will work together to transform the clean financing ecosystem in the United States, especially in low-income and disadvantaged communities. All competitions are covered under the President’s [Justice40 Initiative](#), which sets the goal that 40% of the overall benefits from certain federal investments in climate, clean energy, and other areas flow to disadvantaged communities. Per Section 134(a)(1) of the Clean Air Act, 100% of Solar for All funds must be deployed “to enable low-income and disadvantaged communities to deploy or benefit from zero-emissions technologies”.

This Notice of Funding Opportunity (NOFO) is for the \$7 billion Solar for All competition.

This competition will award up to 60 grants to states, territories, Tribal governments, municipalities, and eligible nonprofit recipients to expand the number of low-income and disadvantaged communities primed for distributed solar investment—enabling millions of low-income households to access affordable, resilient, and clean solar energy. Grantees will use funds to expand existing low-income solar programs or design and deploy new Solar for All programs nationwide.⁷ EPA will not fund individual projects under this competition.

EPA’s \$7 billion Solar for All competition will help deliver on the climate and environmental justice goals of the United States. To achieve these goals, Solar for All grantees will provide subsidies and other financial assistance to residential rooftop and residential-serving community

⁷ The Clean Air Act defines “state” to mean a state, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, and American Samoa and includes the Commonwealth of the Northern Mariana Islands.

solar projects in and benefiting low-income and disadvantaged communities in addition to project-deployment technical assistance such as workforce development, community outreach, and other project-deployment support (e.g., interconnection technical assistance, siting and permitting support) to help overcome barriers to solar deployment.

B. Statutory Authority and Assistance Listing

The Inflation Reduction Act amended the Clean Air Act to include Section 134 (42 U.S.C. § 7434), which authorizes the EPA to make competitive grants under the Solar for All competition with appropriations funded by Section 134(a)(1), called Zero Emissions Technologies. The law appropriates \$7 billion to EPA to make competitive grants to states, Tribal governments, municipalities, and eligible recipients, as defined in the statute, to provide subgrants, loans, or other forms of financial assistance as well as technical assistance to enable low-income and disadvantaged communities to deploy and benefit from zero-emission technologies, including distributed technologies on residential rooftops, and to carry out other greenhouse gas emission reduction activities.

Section 134(c)(4) defines zero-emission technology as any technology that produces zero emissions of air pollutants listed under Section 108(a) (i.e., particulate matter, ozone, carbon monoxide, sulfur dioxide, nitrogen dioxide, and lead), or any precursor to such an air pollutant, or greenhouse gases, defined under Section 134(c)(2) as carbon dioxide, hydrofluorocarbons, methane, nitrous oxide, perfluorocarbons, and sulfur hexafluoride.

C. GGRF Solar for All Program Objectives

Solar for All will advance the three overarching GGRF program objectives:

- 1. Program Objective 1: Reduce emissions of greenhouse gases and other air pollutants.** GGRF program grantees will support projects, activities, and technologies that reduce emissions of greenhouse gases and other air pollutants that harm communities and contribute to climate change. As part of the GGRF program, the Solar for All program grantees will deploy and enable deployment of residential-serving solar, storage, and enabling upgrades across the country, directly supporting the climate goal of the United States to achieve a carbon pollution-free electricity sector by 2035.
- 2. Program Objective 2: Deliver benefits of greenhouse gas- and air pollution-reducing projects to American communities, particularly low-income and disadvantaged communities.** GGRF program grantees will invest in projects that directly benefit American communities. All Solar for All funds will enable low-income and disadvantaged communities to deploy and benefit from distributed solar. EPA expects Solar for All grantees will deliver meaningful benefits, such as household savings, quality jobs, and community ownership to American communities and households. EPA expects Solar for All grantees to maximize the breadth and diversity of households served in the program, including rural, urban, and suburban communities; energy communities; and persistent poverty counties, while

prioritizing investing in the most disadvantaged and low-income households in the communities the program is designed to serve.⁸

3. **Program Objective 3: Mobilize financing and private capital to stimulate additional deployment of greenhouse gas- and air pollution-reducing projects.** GGRF program grantees will facilitate market transformation by addressing the barriers to mobilizing private capital into clean technology projects in undercapitalized markets. Grantees will catalyze additional investment in underinvested project types critical to achieving our climate goals and in underinvested communities that have long faced barriers to accessing capital. Solar for All grantees will stimulate additional deployment of solar by strengthening the overall market for residential-serving solar by not only providing access to low-cost capital but also providing project-deployment services, such as community outreach and workforce development. Solar for All will catalyze the deployment of residential distributed solar by developing favorable market environments for low-income and disadvantaged communities to deploy and benefit from solar across the country.

Grantees must align their programs with these three objectives, including setting targets as described in [Section IV.C: Content of Application Submission](#).

D. Competition Terminology

This section defines competition terminology referenced throughout this funding opportunity. Some of this terminology includes important requirements of the grant award that should be carefully considered in preparing the application.

Capital Mobilization: For this competition, capital mobilization refers to additional capital contributions made toward qualified projects as a result of the grant’s activities. Applicants may define methodologies to set goals and targets for capital mobilization for the purposes of their applications. An example methodology is provided below; applicants that do not use this methodology will not be penalized.

Capital mobilization is defined as the total capital contributions toward projects that are financed by the grantee, excluding grant funds; under this definition, capital mobilization for a particular project may be calculated as total capital contributions toward the project, less grant funds committed to the project by the grantee. Total capital contributions may include financing provided by the grantee with funds raised from private capital providers (including through balance-sheet leverage and securitizations), additional sources of financing provided to project sponsors from private capital providers, equity contributions from project sponsors, and sources of public capital including tax increment financing and other tax incentives. Private capital mobilization is defined as a subset of capital mobilization, excluding capital contributions from public entities, including federal, state, and local government entities (such as tax credits and other financial incentives) other than grant funds provided under this competition.

⁸ Energy communities are coal mining and power plant communities, including but not limited to the 25 energy communities identified by the [Interagency Working Group on Coal & Power Plant Communities & Economic Revitalization](#).

For this competition, the capital mobilization ratio is defined as the grantee's capital mobilization (as defined above), divided by the grantee's capital commitments through financial assistance (i.e., total financial contributions to the project). The private capital mobilization ratio is defined as the grantee's private capital mobilization (as defined above), divided by the grantee's capital commitments through financial assistance. These ratios exclude the grantee's expenditures for project-deployment technical assistance and program administration activities.

Coalition Application: A coalition application is one of the two types of eligible applications under this competition. A coalition application is composed of one lead applicant, which partners with one or more non-lead coalition member(s) that are named in the application and would receive subawards (in the form of subgrants) to carry out a portion of the grant's activities if the application is selected. The lead applicant must be an eligible applicant and submit the application on behalf of the coalition. The non-lead coalition member(s) may be eligible applicants as defined in Section 134(c)(1) as well as other types of nonprofits, governmental entities, and Institutions of Higher Education⁹ that are entities eligible for subawards under the [EPA Subaward Policy](#).¹⁰ **An application submitted by a coalition should describe the overall coalition's program plan, including the role of each coalition member in the Program Narrative.**

If selected, the lead applicant will become the grantee, administer the grant as a pass-through entity for the purposes of 2 CRF Part 200, and be accountable to EPA for effectively carrying out the full scope of work and the proper financial management of the grant (including subawards to non-lead coalition members). Additionally, if selected, as provided in 2 CFR § 200.332, non-lead coalition members will become subrecipients accountable to the lead applicant for proper use of EPA funding. Applicants do not need to identify all subgrantees at the time of application (only coalition members must be named), yet applicants should identify in the budget narrative and the Budget Table the intent to award subawards even if the subgrantee is not identified. **Note that pursuant to 2 CFR § 200.332(a)(2), as implemented in Items 2 and 4 of EPA's [Establishing and Managing Subawards General Term and Conditions](#), successful lead applicants of coalitions must ensure that the terms and conditions of the grant agreement "flow down" to any coalition members as well as other eligible subrecipients that are provided subawards.**

Eligible Zero-Emissions Technology: Section 134(a)(1) of the Clean Air Act provides that grants be used to provide financial assistance and technical assistance "to enable low-income and disadvantaged communities to deploy or benefit from zero-emissions technologies." Section 134(c)(4) of the Clean Air Act provides that the term zero-emissions technology means any technology that produces zero emissions of (a) any air pollutant that is listed in Section 108(a) (or any precursor to such an air pollutant) and (b) any greenhouse gas. EPA is implementing this statutory language by identifying the four technology categories that exclusively qualify for financial and technical assistance from Section 134(a)(1). These technology categories are defined below. Note: "distributed solar" is used to refer to residential rooftop and residential-serving community solar throughout this NOFO.

⁹ See definition of *Institution of Higher Education* at 2 CFR § 200.1. Proprietary colleges and universities and similar for-profit providers of educational services are not eligible for subawards under this program.

¹⁰ For profit firms and individual consultants may not be coalition members.

- **Residential Rooftop Solar:** Behind-the-meter solar photovoltaic (PV) power-producing facilities, including rooftop, pole-mounted, and ground-mounted PV systems, that support individual households in existing and new single-family homes, manufactured homes, and multifamily buildings. The definition of residential rooftop solar includes behind-the-meter solar facilities serving multifamily buildings classified as commercial buildings so long as the solar facility benefits individual households either directly or indirectly such as through tenant benefit agreements. Residential rooftop solar includes properties that are both rented and owned.
- **Residential-Serving Community Solar:** A solar PV power-producing facility or solar energy purchasing program from a power-producing facility, with up to 5 MW nameplate capacity, that delivers at least 50% of the power generated from the system to multiple residential customers within the same utility territory as the facility. There are a variety of community solar ownership models that can be considered, including community-owned solar, third-party-owned community solar, and utility-owned community solar.
- **Associated Storage:** Infrastructure to store solar-generated power for the purposes of maximizing residential rooftop and residential-serving community solar deployment, delivering demand response needs, aggregating assets into [virtual power plants](#), and delivering residential power during grid outages. Financial assistance for associated storage must be deployed in conjunction with financial assistance for a solar PV system and the storage asset must be connected to the solar PV system.
- **Enabling Upgrades:** Investments in energy and building infrastructure that are necessary to deploy and/or maximize the benefits of a residential rooftop and residential-serving community solar project. Enabling upgrades can include, but are not limited to, electrical system upgrades, structural building repairs and energy efficiency. Applicants may decide the exact types of enabling upgrades that are eligible for Solar for All financial assistance, yet all enabling upgrades should be energy and building infrastructure related and deployed in conjunction with financial assistance for an eligible solar PV system. **Financial assistance for enabling upgrades may comprise up to 20% of the total financial assistance deployed during the lifetime of the program.**

Grant Fund Activities: Section 134(a)(1) of the Clean Air Act provides that funds for this competition be used for financial assistance and technical assistance as well as program administration costs allowable under federal awards. These three cost activities are defined below.

- **Financial Assistance:** Financial assistance is defined as subgrants, rebates, subsidies, other incentive payments, debt (including loans, partially forgivable loans, forgivable loans, soft loans, subordinate debt), and other financial products consistent with the definition of *Federal financial assistance* in [2 CFR § 200.1](#) and *Participant support costs* in [2 CFR § 1500.1](#).¹¹ Solar for All financial assistance is intended to enable low-income and disadvantaged communities to deploy and benefit from solar, storage, and enabling upgrades, while ensuring all projects

¹¹ An applicant may propose a financial assistance strategy which generates program income (as defined at 2 CFR § 200.1 and includes, but is not limited to, repayments of the principal on loans, interest on loans, loan origination fees and may include other income from investments of GGRF grant funds). EPA specific rules on program income are provided at 2 CFR § 1500.8. EPA will negotiate terms and conditions governing program income with a successful applicant who will use EPA funding to capitalize revolving loan funds.

deliver household savings, among other benefits. Most applicants should use **at least 75% of program funds on financial assistance** and should maximize solar deployment funded by this program. **EPA will evaluate proposals more favorably if the applicant proposes to use 75% of program funds or more on financial assistance.** Please see [Section I.E: Scope of Work](#) for additional guidance and details on applicability.¹²

- **Project-Deployment Technical Assistance:** Section 134(a)(1) of the Clean Air Act provides that funds for this competition be used for “technical assistance.” Technical assistance is defined as “project-deployment technical assistance” and is services and tools provided by grantees to communities and energy stakeholders to overcome non-financial barriers to solar deployment. Examples of these services and tools include workforce training, customer outreach and education, project deployment assistance such as siting, permitting, and interconnection support (including procurement of services and tools from National Labs), and coordination with utilities for the purposes of project deployment.
- **Program Administration Activities:** Consistent with 2 CFR § 200.403, expenditures such as program administration costs are allowable under federal awards provided they are necessary and reasonable for the performance of the award—in this program, for the provision of financial assistance and project-deployment technical assistance. Expenditures for program administration activities could include those for program performance, financial and administrative reporting, and compliance, including but not limited to activities to support, monitor, oversee, and audit subrecipients, contractors, and program beneficiaries. Program administration costs include procuring services and tools that support the grantee in program design (e.g., technical assistance from the DOE National Laboratories to support the grantee directly for program design).¹³

Low-Income and Disadvantaged Communities: Section 134(a)(1) of the Clean Air Act appropriates \$7 billion for the purposes of providing financial and technical assistance to enable “low-income and disadvantaged communities” to deploy and benefit from residential distributed solar. GGRF defines low-income and disadvantaged communities as encompassing the following four categories, as defined below: (a) communities identified as disadvantaged by the [CEJST](#) mapping tool; (b) a limited number of additional communities identified as disadvantaged by the [EJScreen](#) mapping tool; (c) geographically dispersed low-income households; and (d) properties providing affordable housing.

- a. **CEJST-Identified Disadvantaged Communities:** The [Climate and Economic Justice Screening Tool \(CEJST\)](#) is a publicly-available mapping tool developed by the White House

¹² Further in this document, EPA explains how Solar for All has three different award options for applicants. Applicants will determine their relevant award option based on the type of communities the applicants are designing a program to serve. Most applicants should use at least 75% of program funds for financial assistance; applicants applying to serve Indian and Alaska Native communities should use at least 65% of program funds for financial assistance. Thus, programs serving Indian and Alaska Native communities may use up to 35% of program funds for project-deployment technical assistance and program administration.

¹³ As provided in section 7.0(a) of EPA’s Subaward Policy, Federally Funded Research and Development Centers are eligible subrecipients provided the substance of the transaction is consistent with the guidance at 2 CFR § 200.331 and Appendix A: Distinctions Between Subrecipients and Contractors.

Council on Environmental Quality. GGRF's definition of "disadvantaged communities" includes all communities identified as disadvantaged through the CEJST.

- b. **EJScreen-Identified Disadvantaged Communities:** [EJScreen](#) is a publicly-available, place-based environmental justice screening and mapping tool developed by the EPA. GGRF's definition of "disadvantaged communities" includes (1) the limited supplemental set of census block groups that are at or above the 90th percentile for any of [EJScreen's supplemental indexes](#)¹⁴ when compared to the nation or state or (2) geographic areas within Tribal lands as included in EJScreen.
- c. **Geographically Dispersed Low-Income Households:** GGRF's definition of "geographically dispersed low-income households" includes low-income individuals and households that fall within either of the two categories listed below.
 - Individuals and households with incomes at or below the greater of:
 - *For Metropolitan Areas:* (1) 80% Area Median Income (AMI) and (2) 200% of the Federal Poverty Level
 - *For Non-Metropolitan Areas:* (1) 80% AMI; (2) 80% Statewide Non-Metropolitan Area AMI; and (3) 200% of the Federal Poverty Level
 - Individuals and households currently approved for assistance from or participation in at least one of the following income-based or income-verified federal assistance programs, with an award letter within the last 12 months: (1) U.S. Department of Health and Human Services' (HHS) [Low Income Home Energy Assistance Program](#); (2) U.S. Department of Agriculture's (USDA) [Supplemental Nutrition Assistance Program](#); (3) U.S. Department of Energy's (DOE) [Weatherization Assistance Program](#); (4) Federal Communications Commission's [Lifeline Support for Affordable Communications](#); (5) USDA's [National School Lunch Program](#); (6) U.S. Social Security Administration's [Supplemental Security Income](#); or (7) any other verified government or non-profit program serving Asset Limited, Income Constrained, Employed (ALICE) individuals or households designated by the EPA Administrator
- d. **Properties Providing Affordable Housing:** GGRF's definition of "properties providing affordable housing" includes properties serving low-income individuals and households defined as properties that fall within either of the two categories listed below.
 - Multifamily housing with rents not exceeding 30% of 80% AMI for at least half of residential units and with an active affordability covenant from one of the following federal or state housing assistance programs: (1) Low-Income Housing Tax Credit; (2) a housing assistance program administered by the U.S. Department of Housing and Urban Development (HUD), including Public Housing, Section 8 Project-Based Rental Assistance, Section 202 Housing for the Elderly, Section 811 Housing for Disabled, Housing Trust Fund, Home Investment Partnership Program Affordable Rental and Homeowner Units, Permanent Supportive Housing, and other programs focused on the

¹⁴The EJ Supplemental Indexes cover 12 environmental indicators: Particulate Matter 2.5, Ozone, Diesel Particulate Matter, Air Toxics Cancer Risk, Air Toxics Respiratory Hazard Index, Traffic Proximity, Lead Paint, RMP Facility Proximity, Hazardous Waste Proximity, Superfund Proximity, Underground Storage Tanks, and Wastewater Discharge. Within [EJScreen](#), the EJ Supplemental Indexes can be found on the "Maps" tab by clicking the "Threshold Map."

goal of ending homelessness funded under HUD’s Continuum of Care Program; (3) a housing assistance program administered by USDA under Title V of the Housing Act of 1949, including under Sections 514 and 515; (4) a housing assistance program administered by a tribally-designated housing entity, as defined in Section 4(21) of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. § 4103(22); or (5) any other housing assistance program designated by the EPA Administrator

- Naturally-occurring (unsubsidized) affordable housing with rents not exceeding 30% of 80% AMI for at least half of residential units¹⁵

Meaningful Benefits of Residential Rooftop and Residential-Serving Community Solar:

Consistent with Section 134(a)(1), this program must “enable low-income and disadvantaged communities to deploy or benefit” from solar. This program defines “benefit” as the five meaningful benefits of residential rooftop and residential-serving community solar defined below. EPA will evaluate applications on their vision and ability to maximize the following benefits received by low-income and disadvantaged communities.

1. **Household Savings:** Delivering a minimum of 20% household savings to all households served under the program, including households in multi-family, master-metered buildings; 20% household savings is defined as 20% of the average household electricity bill in the utility territory. Household savings can be delivered as a direct financial benefit or, for households without an individual utility bill, a direct non-financial benefit equivalent in value to the program’s household savings target in the utility territory. Additional detail on how to calculate household savings is included in [Appendix C: Household Savings Guidance](#). Applicants may propose preliminary estimates in the financial assistance model for household savings and explain how they plan on refining those estimates during the first year of the program if more analysis is needed. EPA expects to work with grantees to refine estimates for household savings
2. **Equitable Access to Solar:** Ensuring the program increases access to residential distributed solar generation in low-income and disadvantaged communities through financing products and project-deployment technical assistance, maximizing the breadth and diversity of the households that can benefit from solar
3. **Resilience Benefits:** Increasing the resilience of the power grid by creating capacity that can deliver power to low-income and disadvantaged households and/or to critical facilities serving low-income and disadvantaged households during a grid outage
4. **Community Ownership:** Facilitating ownership models that allow for low-income households and disadvantaged communities to access the additional economic benefits of asset ownership
5. **Workforce Development and Entrepreneurship:** Investing in high-quality jobs and businesses in low-income and disadvantaged communities by supporting prevailing wages, investing in effective workforce training programs for underserved populations (e.g., pre-

¹⁵ Applicants will be evaluated on their strategies to ensure the long-term housing affordability for properties that receive Solar for All financial assistance.

apprenticeship and registered apprenticeship programs), and prioritizing equitable economic opportunities for women and minority-owned businesses and contractors

Program Income: Consistent with 2 CFR § 200.1, program income means gross income earned by the grantee that is directly generated by a supported activity or earned as a result of the grant award. For this competition, program income includes but is not limited to origination fees, interest payments, income from principal and interest payments on loans made with federal award funds (e.g., repayments from revolving loan funds), dividends from equity investments (e.g., purchases of stock and other instruments of property ownership), interest from short-term securities (e.g., cash deposits of program income), asset sales, and other sources of program income (e.g. proceeds from bonds issued by governmental entities that were financed with EPA grant funds). EPA-specific rules on program income are provided at [2 CFR § 1500.8](#).

E. Scope of Work

The Solar for All competition will fund applicants applying to expand existing or develop new Solar for All programs. A Solar for All program is a program that ensures low-income households have access to residential rooftop and residential-serving community solar energy, often through providing financial support and other incentives. These programs ensure low-income households receive the benefits of residential distributed solar by providing customers household savings, community ownership, energy resilience, and other meaningful benefits. Solar programs can extend beyond solar generating capacity to include associated storage and enabling upgrades that allow for the deployment of solar energy in low-income and disadvantaged communities. Programs may also include solar project-deployment technical assistance such as workforce training programs that enable underserved communities to participate in the economic opportunity created by the energy transition. All financial and technical assistance funded through GGRF's Solar for All competition must enable low-income and disadvantaged communities to deploy and benefit from solar and storage. The Solar for All competition will fund multi-year programs that subsidize many projects while laying the groundwork to transform distributed residential solar generation markets in low-income and disadvantaged communities.

Existing low-income solar programs are considered existing Solar for All programs, which can be expanded with funding from this competition.¹⁶ Applicants that operate existing Solar for All programs should detail in their application how they will expand their existing program. Examples of expansion strategies include, but are not limited to, increasing program caps or carveouts; reevaluating the current subsidy size; expanding eligibility; introducing new subsidies for storage of solar energy and enabling upgrades; increasing household savings for subscribers; expanding

¹⁶ Grant funds from this competition statutorily must enable low-income and disadvantaged communities (as defined in [Section I.D: Competition Terminology](#)) to deploy or benefit from distributed solar. GGRF Solar for All program funds can augment existing programs so long as the funds are deployed to enable low-income and disadvantaged communities as defined in this document. This requirement may not be entirely congruent with an existing Solar for All program's definitions, and grantees will need to ensure that GGRF funds are deployed according to the statutory requirements.

community ownership opportunities; funding workforce training programs; and introducing new project-deployment technical assistance.

Both new and existing programs funded by this competition should align with the scope and vision of the GGRF Solar for All program. This vision includes delivering meaningful benefits, as described in [Section I.D: Competition Terminology](#), and achieving the program objectives defined in [Section I.C: GGRF Solar for All Program Objectives](#). Solar for All programs funded in this competition will provide financial and technical assistance to enable low-income and disadvantaged communities to deploy and benefit from solar and storage projects over a five-year period of performance. EPA expects all funds to be deployed within the five-year period of performance. Applicants may elect to include a program planning period in their application that should not exceed one year. This planning period can give the grantee time to refine program plans after receiving an award from EPA and before beginning to deploy financial and technical assistance. Using time and grant funds for program planning should help applicants create a strong foundation for a low-income solar program that is sustainable and long-lasting and fundamentally reshapes local solar markets to better serve low-income and disadvantaged communities.

EPA intends to make up to 60 awards under this competition with three award options for applicants. The approximate guidance on number of awards in each bucket are estimated maximums for each award option. EPA intends to limit the total number of awards across all three award options to 60 awards.

- (1) Up to 56 awards, one to serve each of the 56 states/territories eligible for this competition¹⁷
- (2) Up to 5 awards to serve American Indian and Alaska Native Communities
- (3) Up to 10 awards to serve similar communities across multiple states

The table below explains the eligible applicants for each award option, the number of awards available, and a summary of the different scope of work for each award option.

¹⁷ Under this competition, all 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands are eligible to compete under the definition of a “State” in section 302(d) of the Clean Air Act.

		Award Option #1 – State and Territory Programs	Award Option #2 – American Indian and Alaska Native Programs	Award Option #3 – Multi-state Programs
Eligible applicants including coalitions with a lead applicant that is an eligible applicant	States	✓ Eligible		
	Territories	✓ Eligible		
	Tribal governments	✓ Eligible	✓ Eligible	✓ Eligible
	Municipalities (including councils of governments)	✓ Eligible		✓ Eligible
	Eligible nonprofit recipients	✓ Eligible	✓ Eligible	✓ Eligible
Number of awards		Up to 56	Up to 5	Up to 10
Geographic scope of work		Develop Solar for All programs that serve a specific state/territory or a portion of a state/territory (e.g., a coalition of municipalities within a state/territory)	Develop Solar for All programs that serve American Indian and Alaska Native Communities	Develop Solar for All programs that serve similar communities in multiple states

EPA reserves the right to modify this award allocation based on the quality of applications that are received and other program considerations. EPA aims to maximize national geographic coverage of the program across all three award options. Note that only activities that serve communities within the boundaries of the United States (including Puerto Rico) and its territories are eligible for funding under the Solar for All program.

All low-income and disadvantaged communities nationwide should be able to access the benefits of this program. Solar policies, economics, and market conditions vary significantly across states and territories. EPA has designed three award options to account for these varying contexts, while also leaving room for innovative programs to serve multiple markets and solve shared challenges. To apply to award option #1, an application must cover only one state or territory. If an applicant is interested in serving multiple states and/or territories and is not designing a program to serve similar communities in multiple states as described in award option #3, the applicant must submit an application for each state and/or territory that the applicant proposes to serve. In award option #1, applicants will be ranked against other applicants applying to serve the applicable state or territory. To apply to award option #2, an application must propose a program to serve American

Indian and Alaska Native Communities. To apply to award option #3, an applicant must submit a program that serves similar communities in multiple states that face similar barriers to distributed solar deployment. Additional detail on award option requirements can be found in [Section II.A: Number and Amount of Awards](#).

EPA anticipates issuing awards of varying amounts. Applicants for all three award options can apply for a small-sized program (\$25 - \$100 million), a medium-sized program (\$100 - \$250 million), or a large-sized program (\$250 - \$400 million). Applicants should review the recommendations on program size detailed in [Section II.A: Number and Amount of Awards](#).

EPA expects applicants to maximize financial assistance to projects. Applicants to award option #1 and award option #3 should aim to use at least 75% of the award for financial assistance to solar projects. Applicants to award option #2 – American Indian and Alaska Native programs should aim to use at least 65% of funds for financial assistance to solar projects. These targets for financial assistance to solar projects includes financial assistance for associated storage and enabling upgrades in conjunction with a solar project supported under this program. The remaining funds may be used for project-development technical assistance and program administration.

Since American Indian and Alaska Native Communities face additional challenges in deploying solar, EPA intends to provide additional flexibility in their use of funds for project-deployment technical assistance. For applicants to award option #2 – American Indian and Alaska Native Programs, applicants may use up to 35% of award funds for project-development technical assistance and program administration. Consequently, these applicants should ensure that at least 65% of the program budget is allocated for financial assistance to solar projects.

The table below summarizes the guidance on share of funds that can be used for financial assistance.

	Award Option #1 – State and Territory Programs	Award Option #2 – American Indian and Alaska Native Programs	Award Option #3 – Multi-state Programs
Financial Assistance, share of funds	Target at least 75% of funds	Target at least 65% of funds	Target at least 75% of funds

As defined in [Section I.D: Competition Terminology](#), eligible financial assistance includes subsidies, grants, rebates, forgivable loans, and recyclable financial products such as loans (including soft loans and subordinate loans). Applicants should detail how they expect to deliver this financial assistance to projects in their application. Some examples of how existing low-income solar programs offer financial assistance include developer subsidies for customer acquisition and installation, subsidies on subscription prices for residential-serving community solar, and supplemental credits on energy bills for new solar deployment.

All financial assistance must enable low-income and disadvantaged communities to deploy and benefit from residential-rooftop and residential-serving community solar capacity, associated storage, and enabling upgrades.

Strategies to integrate financial assistance for storage and enabling upgrades should be designed to maximize solar deployment to the greatest extent possible. EPA encourages that financial assistance for storage be designed to maximize energy resilience for households. In addition, EPA recommends that applicants adopt a flexible definition of enabling upgrades to address the various infrastructure barriers inhibiting solar deployment for low-income and disadvantaged communities. Financial assistance for enabling upgrades should be no more than 20% of the total program financial assistance in the lifetime of the program.

As defined in [Section I.D: Competition Terminology](#), eligible project-deployment technical assistance includes community engagement strategies, including education, outreach, and dissemination of information to the public; customer acquisition support; management and verification requirements; cross-program coordination specific to project deployment (e.g., engaging with DOE’s WAP); workforce training; and other wrap-around program support elements. Applicants should detail in their application the market barriers in the geography they are applying to serve and how they will use project-deployment technical assistance to address those barriers.

To achieve the statutorily defined role of this program “to enable low-income and disadvantaged communities to deploy or benefit from zero-emissions technologies,” EPA expects applicants to consider how market structures and regulatory policies in the applicable service area may impact the deployment of solar and storage in low-income and disadvantaged communities. These market structures and policies include net metering, third-party ownership, and renewable portfolio standards, among others. Applicants will be evaluated on their strategies and plans to overcome any relevant structural barriers to maximize the number of households served, including by catalyzing additional solar deployment beyond projects directly funded by Solar for All financial assistance. Strong applicants will have plans to collaborate with relevant market stakeholders such as utilities, public utility commissions, and other jurisdictional entities to address these barriers.

Market transformation is needed to overcome current deployment inequalities—and realization of the associated benefits—in the distributed solar and storage generation market. Solar for All applicants should consider how their proposed program will catalyze public sector and private sector participation in their program design—through financial and technical assistance.

Lastly, Solar for All grantees can also use awards for program administrative activities—such as program personnel, technology, and procuring services and tools that support program design. Additional information on administrative costs is in [Section III.D: Allowable and Unallowable Costs](#).

F. Required Notice of Intent

Applicants are required to submit a Notice of Intent (NOI) to be eligible to apply to the Solar for All competition. An NOI is required for every application you anticipate submitting. You must answer all questions listed in this section to complete the NOI. A list of the organizations that submit NOIs will be made public on epa.gov/GGRF and updated frequently during the NOI open period. EPA will not publicly share which award option the applicant is applying for nor information on the estimated EPA funding requested. NOIs must be submitted by email to GGRF@epa.gov according to the following deadlines and requirements. **In your email, please include one document as an attachment that has both a letter signed by an authorized official based on the instructions and the answers to questions #1 through #3 below.**

- **States, the District of Columbia, and Puerto Rico:** July 31, 2023 11:59 PM (Eastern Time). NOIs must include an attached letter or memo in support of the entity applying to the competition signed by one of the following authorized officials.
 - An official within the relevant governor's (or District of Columbia mayor's) office, or
 - The director of the agency that will respond to the Solar for All competition
- **Territories (specifically, The Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands), Municipalities, and Eligible Nonprofit Recipients:** August 14, 2023 11:59 PM (Eastern Time). NOIs must include an attached letter or memo in support of the entity applying to the competition signed by one of the following authorized officials, depending on the applicant type.
 - **Territories:**
 - An official within the relevant governor's office, or
 - The director of the agency that will respond to the Solar for All competition
 - **Municipality:**
 - The office of the chief executive (e.g., mayor, county manager)
 - The director of a designated municipal agency in the municipality
 - The executive director or equivalent senior management level official of a council of governments
 - **Eligible Nonprofit Recipients:**
 - The executive director or equivalent senior management level official of the nonprofit (e.g., executive director, chief executive officer, chief operating officer)
- **Tribal Governments and Intertribal Consortia:** August 28, 2023 11:59 PM (Eastern Time). NOIs must include an attached letter or memo in support of the entity applying to the competition signed by one of the following authorized officials.

- The chief executive of the Tribe (e.g., chairperson) or executive director or equivalent senior management level official of an intertribal consortium that meets the requirements of 40 CFR 35.504.

NOIs for coalitions: If applying in a coalition, regardless of the type of applicant, only the lead applicant is required to submit an NOI according to the applicable requirements above, depending on the type of lead applicant. EPA recommends that coalition applicants include the names of all the entities involved in the coalition, but it is not required as part of the NOI.

In the NOI, applicants must include the following information for every application they plan to submit to the competition:

- 1. Applicant Name.** Identify the name of the organization submitting the application.
- 2. Applicant Eligibility.** Indicate whether the applicant is a state/territory, Tribal government, municipality, or eligible nonprofit recipient using the criteria outlined under [Section III.A: Eligible Applicants](#).
- 3. Number and Type of Applications:** State the number of applications you anticipate submitting. For each application, include:
 - a. Award Option.** State the specific award option (award option #1, #2, or #3) you will apply to as defined in [Section II.A: Number and Amount of Awards](#).
 - b. Program Location.** Describe the geographic coverage (i.e., which states, territories, Tribes, municipalities your program will cover) for the program.
 - c. Estimated EPA Funding Requested.** Provide an estimate of the award amount you expect to request in your application based on the guidance defined in [Section II.A: Number and Amount of Awards](#). *(Note: EPA will not make this information public).*

Applicants that do not submit a NOI by the above deadlines will be deemed ineligible. Information submitted in the NOI must be identical to information submitted in the application, except answers to question 1 (applicant name) for some applicants and answers to question 3.c (estimated EPA funding amount requested) for all applicants. These exceptions are explained in [Section III.C: Threshold Eligibility Criteria](#).

G. Environmental Results and Strategic Plan Information

Pursuant to Section 6.a of [EPA Order 5700.7A1, Environmental Results under Assistance Agreements](#), EPA must link proposed assistance agreements with the Agency's Strategic Plan. EPA must also require applicants and grantees to adequately describe environmental outputs and outcomes to be achieved under assistance agreements.

Awards made under this funding opportunity will support the following goals and objectives of the [FY 2022-2026 EPA Strategic Plan](#).

- **Goal 1: Tackle the Climate Crisis**
 - Objective 1.1: Reduce Emissions that Cause Climate Change
 - Objective 1.2: Accelerate Resilience and Adaptation to Climate Change Impacts
 - Objective 1.3: Advance International and Subnational Climate Efforts
- **Goal 2: Take Decisive Action to Advance Environmental Justice and Civil Rights**
 - Objective 2.1: Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels
 - Objective 2.2: Embed Environmental Justice and Civil Rights into the EPA’s Programs, Policies, and Activities
- **Goal 4: Ensure Clean and Healthy Air for All Communities**
 - Objective 4.1: Improve Air Quality and Reduce Localized Pollution and Health Impacts

H. Measuring and Reporting Environmental Results: Example Outputs, Outcomes, and Performance Measures

Pursuant to [EPA Order 5700.7A1, Environmental Results under Assistance Agreements](#), EPA must require applicants and grantees to adequately describe environmental outputs and outcomes to be achieved under assistance agreements. Outputs and outcomes differ both in their nature and in how they are measured.

- **Outputs:** The term “output” means an environmental activity, effort, and/or associated work product related to an environmental goal or objective that will be produced or provided over a period or by a specified date. Outputs may be quantitative or qualitative but must be measurable during the period of performance.
- **Outcomes:** The term “outcome” means the result, effect, or consequence that will occur from carrying out an environmental program or activity that relates to an environmental or programmatic goal or objective. Outcomes may be environmental, behavioral, health-related, or programmatic in nature; may be quantitative or qualitative; and may not necessarily be achievable within the period of performance.

Applicants will discuss environmental outputs and outcomes in the Program Narrative as described in [Section IV.C: Content of Application Submission](#). Examples outputs and outcomes, that align with the three GGRF program objectives are detailed in the below table. EPA will further describe the required outputs and outcomes, as well as how grantees will measure against those outputs and outcomes, in the reporting requirements defined in the grant’s terms and conditions. [Section VI.C: Program Performance Reporting Requirements](#) details initial guidance on these anticipated requirements.

Category	Example Solar for All Outputs	Example Solar for All Outcomes ¹⁸
Climate and Air Pollution Benefits	<ul style="list-style-type: none"> • Number of projects financed by geography and type of project (residential rooftop solar, residential-serving community solar) (#) • Solar capacity installed by geography and type of project (MW) • Storage capacity installed by geography, type of project (MWh) 	<ul style="list-style-type: none"> • Clean energy generation by geography, type of project, and technology (MWh) • Greenhouse gas emissions reduced and avoided by geography and type of project (tons CO₂e) • Other air pollution reduced and avoided by geography and type of project (tons other air pollutants such as particulate matter, nitrogen dioxide, ozone, etc.)
Equity and Community Benefits ¹⁹	<ul style="list-style-type: none"> • Number of households benefitting from projects by geography and type of project (#) • Amount of household savings delivered by geography and type of project (\$) • Workers trained by workforce development programs by geography (#) and their starting wages and benefits (\$) • Projects executed using tools to promote good jobs and community benefits (e.g., Community Workforce Agreement, Community Benefits Agreement, Project Labor Agreement) by geography, project-type (#) • Investments in or in partnership with women- and minority-owned businesses by geography, type of engagement (e.g., investment in a business, partnership on a deal, procurement of services), type of 	<ul style="list-style-type: none"> • Number of households with resiliency benefits by geography (#) • Clean energy capacity owned by communities in direct ownership models by geography, type of project, type of community owner (household, community-based organization) and technology (MW, MWh) • Number of solar jobs created by geography (#) • Reduced disparities in energy burden between low-income and non-low-income households by geography (\$) • Increased wages for individuals working in solar energy by geography (%)

¹⁸ EPA will work with recipients to develop a standardize methodology for measuring and estimating outcome metrics which may include standardized equations, tools such as [EPA's Avoided Emissions and Generation Tool \(AVERT\)](#), and standardized assumption sources.

¹⁹ Equity and Community Benefits are defined as the meaningful benefits of residential rooftop and residential-serving community solar as defined in [Section I.D: Competition Terminology](#).

	project (# of businesses engaged) (\$ of procurement costs)	
Market Transformation Benefits	<ul style="list-style-type: none"> • Grant funds deployed by type of cost (financial assistance, technical assistance, program administration) (\$) • Financial assistance deployed by geography, type of cost (solar, storage, and enabling upgrades), type of financial assistance (e.g., subsidy, loans), type of project, type of technology (\$) • Total private sector financing mobilized, alongside projects funded directly by Solar for All by geography, type of project (\$) • Number of community-based organizations engaged by Solar for All services (e.g., technical assistance programs for solar deployment, education programs) by geography (#) • Financial assistance deployed to consumers with limited credit history by geography, type of financial assistance, type of project, type of technology (\$) 	<ul style="list-style-type: none"> • Changes in net metering caps by geography by type of project (MW, %) • Changes in interconnection timelines by geography (days) • Changes in Solar Renewable Energy Credit (SREC) values by geography (\$) • Distributed clean energy capacity deployed benefitting communities <u>not</u> directly financed by Solar for All by geography, type of project, type of technology, and recipient-type (households, community-serving institutions), type of community (low-income and disadvantaged communities, other communities) (MW, MWh) • Capital deployed to finance distributed clean energy capacity <u>not</u> directly financed by Solar for All by geography, type of project, type of technology, and recipient-type (households, community-serving institutions), type of community (low-income and disadvantaged communities, other communities) (\$)

EPA expects applicants to integrate program evaluation activities into their program design as described in [Section IV.C: Content of Application Submission](#). Applicants should include plans for conducting evaluations of their GGRF program administration and project portfolios. Program evaluations should include assessment of effectiveness and efficiency in achieving outputs, outcomes, and objectives as described in the logic model. All evaluations must be conducted in adherence with [ORDER 1000.33 03/25/2022 U.S. Environmental Protection Agency Policy for Evaluations and Other Evidence-Building Activities](#), including timely publication of findings.

Grantees will also be expected to report, on an ongoing basis, the underlying methodologies, technologies, data sources, inputs and assumptions, and other significant analytical choices used to calculate or estimate outputs and outcomes. EPA will work with grantees to ensure standardized reporting requirements and identifying tools to support reporting.

I. Additional Provisions for Applicants Incorporated into the Funding Opportunity

Additional provisions that apply to Sections III, IV, V, and VI of this funding opportunity and/or awards made under this funding opportunity, can be found at [EPA Solicitation Clauses](#). These provisions are important for applying to this funding opportunity and applicants must review them when preparing applications for this funding opportunity. If you are unable to access these provisions electronically at the website above, please contact the EPA point of contact listed in [Section VII: Contact Information](#) to obtain the provisions.

EPA recommends that you do not include confidential business information (CBI) in your application. However, if CBI is included, it will be treated in accordance with [40 CFR § 2.203](#). Applicants must clearly indicate which portion(s) of their application they are claiming as CBI. EPA will evaluate such claims in accordance with [40 CFR Part 2](#). If no claim of confidentiality is made, EPA is not required to make the inquiry to the applicant otherwise required by [40 CFR § 2.204\(c\)\(2\)](#) prior to disclosure under the Freedom of Information Act prior to or after selections are made.

Section II. Federal Award Information

A. Number and Amount of Awards

EPA anticipates awarding approximately \$7,000,000,000 under this announcement, depending on Agency funding levels, the quality of applications received, agency priorities, and other applicable considerations.

EPA anticipates making up to 60 awards under this announcement—up to 56 awards for each state/territory eligible in this competition, up to 5 awards set aside to serve American Indian and Alaska Native Communities, and up to 10 awards for multi-state programs. EPA aims to maximize geographic coverage across all three award options. The award options, eligible applicants, and scope of work are explained below.

1. **Award option #1 - up to 56 awards to serve state and territory geographies:** All eligible applicants (i.e., states, territories, Tribal governments, municipalities, and eligible nonprofit recipients, as defined in Section III.A.) can apply to serve a single state or territory. Geographic areas that Solar for All can serve include each of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands. Applicants interested in serving more than one state and/or territory and not serving similar communities in multiple states as described in award option #3 should submit one application for every geography they aim to serve. EPA is requiring applicants to submit one application per geography to ensure differences in state energy market policies are evaluated in context. A coalition of municipalities in the same state/territory should apply under award option #1. Note: programs under this award option do not need to serve the entirety of the state or territory, yet EPA will evaluate applications that maximize geographic coverage more favorably.
2. **Award option #2 - up to 5 awards to serve American Indian and Alaska Native Communities:** Tribal governments and/or eligible nonprofit recipients can apply for this award option. Eligible nonprofit recipients must have Tribal leadership at the senior management level (e.g., Chief Executive Officer, Chief Operating Officer, at least one Member of the Board of Directors) and experience serving American Indian and Alaska Native Communities to compete under this award option. EPA aims to maximize the ability of this program to serve the broadest population of American Indian and Alaska Native Communities, and EPA will evaluate applications on the extent to which they maximize the number of households served and geographic coverage.
3. **Award option #3 - up to 10 awards to serve similar communities across multiple states:** Tribal governments, municipalities and eligible nonprofit recipients can apply for awards to serve municipalities in multiple states. Applications for award option #3 should explain how the program proposes to address similar market challenges specific low-income and disadvantaged communities face in many states. Grantees will be expected to coordinate with state governments and regulators where applicable. Given the limited number of grants EPA can award under this competition, EPA will evaluate applications that maximize geographic coverage more favorably.

		Award Option #1 – State and Territory Programs	Award Option #2 – American Indian and Alaska Native Programs	Award Option #3 – Multi-state Programs
Eligible applicants including coalitions with a lead applicant that is an eligible applicant	States	✓ Eligible		
	Territories	✓ Eligible		
	Tribal governments	✓ Eligible	✓ Eligible	✓ Eligible
	Municipalities	✓ Eligible		✓ Eligible
	Eligible nonprofit recipients	✓ Eligible	✓ Eligible	✓ Eligible
Number of awards		Up to 56	Up to 5	Up to 10
Geographic scope of work		Develop Solar for All programs that serve a specific state/territory or a portion of a state/territory (e.g., a coalition of municipalities within a state/territory)	Develop Solar for All programs that serve American Indian and Alaska Native Communities	Develop Solar for All programs that serve similar communities in multiple states

There is no limit on the number of applications an applicant can submit to this program. An entity may submit more than one application for the Solar for All competition and more than one application to a particular award option so long as each application is for a different program (serving a different geography and different scope of work) and is separately submitted.

Note: the threshold eligibility differs between the three award options. Please refer to [Section III.C: Threshold Eligibility Criteria](#) to confirm application eligibility for each of these options. Applicants should clearly state in the Summary Program Cover Sheet the award option for which they are applying.

EPA expects award amounts to vary based on geography and proposed program deployment goals ranging from \$25 million to \$400 million, broken down by small, medium, and large-sized programs as described below. Applicants should request an award amount that supports the number of households the program is designed to serve, and applicants should design programs that are calibrated to the geography and population the applicant is proposing to serve. All figures listed below are directional, and applicants should calculate the appropriate program award amount

for the geography they are applying to serve calibrated by the impact ambition of the program. The below table provides approximate guidance for the number of households EPA expects applicants to serve based on whether the applicant is applying for a small, medium, or large program award range.

	Small Programs	Medium Programs	Large Programs
Award range	\$25 million up to \$100 million	Greater than \$100 million and up to \$250 million	Greater than \$250 million and up to \$400 million
Approximate number of households served	Up to 10,000 households	Greater than 10,000 households and up to 30,000 households	Greater than 30,000 households

Households served by this program in the above table represent an approximate guidance metric for applicants to consider while preparing their application. EPA encourages applicants to maximize households served with the funds requested in their application and may justify in their application if the ratio of award amount requested to households served is meaningfully different than the guidance above. Applicants should state the number of households they expect to serve in the Program Narrative as described in [Section IV.C: Content of Application Submission](#).

B. Period of Performance

EPA anticipates the start date for programs funded under this funding opportunity will be July 2024. All activities funded with the initial grant award must be completed within the negotiated program performance period of up to five years, meaning all program grant funds must be deployed as described in the application. In addition, if program income is generated from the program, grantees will be required to retain and reuse program income for additional capital deployment.

C. Partial Funding

In appropriate circumstances, EPA reserves the right to partially fund applications by funding discrete portions or phases of proposed projects. If EPA decides to partially fund an application, it will do so in a manner that does not prejudice any applicants or affect the basis upon which the application, or portion thereof, was evaluated and selected for award, and therefore maintains the integrity of the competition and selection process.

D. Additional Awards

EPA reserves the right to make additional awards under this funding opportunity, consistent with Agency policy and guidance, if additional funding becomes available after the original selections are made. Any additional selections for awards will be made no later than six months after the original selection decisions.

E. Funding Type

EPA anticipates awarding cooperative agreements under this funding opportunity. Cooperative agreements provide for substantial involvement between the EPA Project Officer and the selected applicant(s) in the performance of the work supported. Although EPA will negotiate precise terms and conditions relating to substantial involvement as part of the award process (program specific forms of substantial involvement by employees of EPA and other Federal agencies (e.g., DOE) are likely), generally substantial federal involvement for these projects may include any or all the below activities.

- Closely monitoring the successful applicant's performance to verify the results proposed by the applicant
- Collaborating during performance of the scope of work
- Reviewing proposed procurement, in accordance with 2 CFR § 200.317 and 2 CFR § 200.318
- Approving qualifications of key personnel (EPA will not select employees or contractors employed by the award recipient)
- Approving completion of project phases before the recipient can draw down funding for subsequent project phases
- Reviewing and commenting on reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient)

EPA does not have the authority to select employees or contractors employed by the recipient. The final decision on the content of reports rests with the recipient.

Section III. Eligibility Information

A. Eligible Applicants

Note: Additional provisions that apply to this section can be found at [EPA Solicitation Clauses](#).

Consistent with Assistance Listing No. 66.959, Section 134(a)(1) of the Clean Air Act, and [EPA's Policy for Competition of Assistance Agreements \(EPA Order 5700.5A1\)](#), eligible applicants for this competition include: (1) states (including territories as defined below), (2) municipalities, (3) Tribal governments, or (4) eligible nonprofit recipients. Applicants are required to be eligible applicants at the time of application. The definitions of a state, municipality, Tribal government, and eligible nonprofit recipient are described below.

1. **State:** Section 302(d) of the Clean Air Act defines a state as a state, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.
2. **Municipality:** Section 302(f) of the Clean Air Act provides that a municipality is a city, town, borough, county, parish, district, or other public body created by or pursuant to state law. This term may include councils of government (COGs) created by or pursuant to the laws of one or more states even if a COG is incorporated as a nonprofit organization. Note: if an applicant is applying as a COG, the applicant must provide a legal opinion from the State Attorney General's Office of the state of the COG's incorporation or charter, or the COG's Chief Legal Officer, confirming that the entity is a public body created by or pursuant to state law. The applicant must describe how they are an eligible applicant in the applicant's Summary Program Cover Page, as described in [Section IV.C: Content of Application Submission](#).
3. **Tribal Government:** In defining this term, EPA will use Section 302(r) of the Clean Air Act, which defines "Indian Tribe" as any "Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village, which is Federally recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians."²⁰ EPA includes Intertribal Consortia that meet the requirements of 40 CFR § 35.504 as an eligible applicant under this category pursuant to the authority in 40 CFR § 35.501(b) to issue guidance extending Intertribal Consortia eligibility to environmental programs established subsequent to the effective date of 40 CFR Part 35, Subpart B. As provided in 40 CFR 35.504(a) all members of the Intertribal consortium must meet the definition of "Indian tribe" in Section 302(r) of the Clean Air Act. Note: Intertribal consortia must provide documentation that it meets the requirements in 40 CFR 35.540(c) through signed memoranda of agreement, charters, copies of emails or conference call minutes establishing that the members of the consortium have authorized applying for Solar for All funding or similar documentation that meets regulatory requirements. The applicant

²⁰ EPA has determined that based on the exclusion of Alaskan Native Corporations (ANCs) from the definition of "Indian tribe" in section 302(r) of the Clean Air Act that ANCs are not eligible for direct grants from EPA under this program. ANCs may, however, receive "non-coalition member" subawards from eligible Solar for All grantees.

must describe how they are an eligible applicant in the applicant's Summary Program Cover Page, as described in [Section IV.C: Content of Application Submission](#).

4. **Eligible Recipient** (titled "Eligible Nonprofit Recipient"): Section 134(c)(1) of the Clean Air Act provides that an eligible recipient (a) is a non-profit organization; (b) is designed to provide capital, leverage private capital, and provide other forms of financial assistance for the rapid deployment of low- and zero-emission products, technologies, and services; (c) does not take deposits other than deposits from repayments and other revenue received from financial assistance provided using grant funds under this program; (d) is funded by public or charitable contributions; and (e) invests in or finances projects alone or in conjunction with other investors. An applicant must describe how they are an eligible recipient in the applicant's Summary Program Cover Page, as described in [Section IV.C: Content of Application Submission](#). The applicant must provide supporting evidence (including organizational documents, such as articles of incorporation or similar documents filed with a governmental authority as a condition of carrying out its activities; tax filings; financial statements; investment records; and/or any other information the applicant deems appropriate) demonstrating that it satisfies all the requirements listed below.
 - a. Meets the definition of nonprofit organization set forth in 2 CFR § 200.1²¹
 - b. Has an organizational mission consistent with being "designed to provide capital, leverage private capital, and provide other forms of financial assistance for the rapid deployment of low- and zero-emission products, technologies, and services"
 - c. Does not receive any "deposit" (as defined in Section 3(l) of the Federal Deposit Insurance Act) or "member account" or "account" (as defined in Section 101 of the Federal Credit Union Act)
 - d. Is funded by public or charitable contributions
 - e. Has the legal authority to invest in or finance projects

Further, to be an eligible nonprofit recipient, an applicant cannot be controlled by one or several entities that are not eligible nonprofit recipients, such as for-profit commercial banks or asset managers. Control is defined by either (i) control in any manner over the election of a majority of the directors, trustees, or general partners (or individuals exercising similar functions); or (ii) the power to exercise, directly or indirectly, a controlling influence over management policies or investment decisions, as determined by the EPA.²² A term and condition specifying compliance with this requirement—and the other requirements of being an eligible recipient—may be

²¹ 2 CFR § 200.1 states that a *nonprofit organization* "means any corporation, trust, association, cooperative, or other organization, not including Institutes of Higher Education, that: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (2) is not organized primarily for profit; and (3) uses net proceeds to maintain, improve, or expand the operations of the organization."

²² EPA may use the indicia of control described in the 2 CFR § 180.905 definition of "Affiliate" as a basis for making such determinations.

included in the grant agreement and in the closeout agreement to ensure that grantees remain eligible recipients while they retain grant funds.

An eligible applicant, as described above, may apply to this competition as either an individual applicant or a “lead applicant” in a coalition.²³ Please see [Section I.D: Competition Terminology](#) for additional details on the definition of a coalition applicant.

An organization may submit more than one application for the Solar for All competition and more than one application to a particular award option so long as each application is for a different program (i.e., the program is in a different geography or for a different scope of work) and is separately submitted. As a reminder, an applicant interested in receiving funds from Solar for All should consider which award option the applicant will apply to and consult the guidance on the differences between each award option described in [Section II.A: Number and Amount of Awards](#).

B. Named Contractors and Named Subrecipients

A grantee who transfers funds awarded through this competition must comply with the Procurement Standards in 2 CFR § 200 and 1500, [EPA’s Subaward Policy](#), and [EPA’s Guidance on Participant Support Costs](#), as applicable, depending on the vehicle that the grantee uses to transfer funds, as well as the [Participation by Disadvantaged Business Enterprises in EPA Programs](#) requirements in 40 CFR § 33. Before naming contractors (including consultants) or subrecipients in your application, please carefully review Section IV.d, “Contracts and Subawards,” of EPA Solicitation Clauses as well as the guidance in this section. In accordance with 2 CFR § 200.320(c)(2) and (4), the Agency does not accept justifications for sole source contracts for services or products available in the commercial marketplace based on a contractor’s role in preparing an application or existing relationships that an applicant may have established without complying with competitive procurement requirements. However, as provided in 2 CFR § 200.317 *States* as defined in 2 CFR § 200.1 follow the same competitive policies and procedures they use for procurements with non-Federal funds, so EPA defers to state determinations on sole source contracting.

Named Contractors. EPA does not require or encourage applicants to name procurement contractors (including consultants) in applications for grant funding. However, if an applicant chooses to identify a procurement contractor(s) to conduct work proposed in this application, the applicant must comply with the following requirements even if the entity is referred to as a “partner” in the application.

Applicants (other than states) that identify a procurement contractor(s) in their application where the amount of the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most applicants) must demonstrate, in their application, how the contractor (including consultants) was selected in compliance with the fair and open competition

²³ In either case, the individual applicant or lead applicant may make additional subawards to carry out a portion of the grant’s activities, even if those subrecipients were not named in the application, provided that they are consistent with the grant’s terms and conditions and with all applicable requirements, including the [EPA Subaward Policy](#). EPA provides additional guidances in the [EPA Subaward Policy Frequent Questions](#).

requirements in 2 CRF § 200 and 2 CRF § 1500. EPA provides guidance on complying with the competition requirements in the [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#). For example, EPA will not accept sole source justifications for proposed procurement contracts for services such as environmental consulting and engineering that are available in the commercial marketplace. Applicants (other than states) must describe the procurement procedures that were followed to hire the contractor(s) that is named in this application and include information on where and when the Request for Proposals/Request for Qualifications was posted in the Cover Page, as described in [Section IV.C: Content of Application Submission](#).

Failure to demonstrate compliance with these requirements for named contractors in the application will result in rejection of the application.

Successful applicants that do not name procurement contractors in their applications must also comply with these requirements, regardless of if the contractor was procured before or after the EPA grant agreement is awarded. For example, firms or individual consultants that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements as provided in 2 CRF § 200.319(b).

Named Subrecipients. With the exception of coalition applications, defined in [Section I.D: Competition Terminology](#), EPA does not require nor encourage applicants to name subrecipients in applications for grant funding. For this competition, the EPA requires any named subrecipient to be part of a coalition application as a non-lead coalition member, which must be eligible for a subaward in compliance with [Appendix A of EPA's Subaward Policy](#). This policy provides, among other requirements, that transactions between grantees and for-profit firms and individual consultants are procurement contracts rather than subawards when the transaction involves the acquisition of services from the firm or individual.

Failure to demonstrate compliance with these requirements for named subrecipients (including coalition members) in the application will result in rejection of the application.

Refer to EPA's [Contracts and Subawards Solicitation Clause](#) for additional guidance on these requirements, which must be met for all contractors (except for micro-purchases) and/or subrecipients specifically named in the application. EPA staff may contact the applicant to clarify issues or obtain additional information before making a final determination of non-compliance and rejection of the application.

C. Threshold Eligibility Criteria

All applications must meet the eligibility requirements described in this section. If necessary, EPA may contact applicants to clarify threshold eligibility questions prior to making an eligibility determination. Applicants deemed ineligible for funding consideration because their applications fail to satisfy the threshold eligibility review will be notified within 15 calendar days of the ineligibility determination.

Applications must meet the following threshold criteria to be considered eligible:

- Applications must comply with the content and submission requirements, as listed below.
 - Applications must substantially comply with the application submission instructions and requirements set forth in [Section IV.B: Application Materials](#) else they will be rejected. Where a page limit is expressed in *Section IV.B* with respect to the application, or parts thereof, pages in excess of the page limitation will not be reviewed. Applicants are advised that readability is of paramount importance and should take precedence in application format, including selecting a legible font type and size for use in the application.
 - Applications must be submitted through Grants.gov as stated in [Appendix A: Grants.Gov Application Submission Instructions](#) of this funding opportunity (except in the limited circumstances where another mode of submission is specifically allowed for as explained *Appendix A*) on or before the application submission deadline published in [Section IV.A: Due Date and Submission Instructions](#) of this funding opportunity. Applicants are responsible for following the submission instructions in *Section IV.A* and *Appendix A* of this funding opportunity to ensure that their application is timely submitted. Please note that applicants experiencing technical issues with submitting through Grants.gov should follow the instructions provided in *Section IV.A* and *Appendix A*, which include both the requirement to contact Grants.gov and email a full application to EPA prior to the deadline.
 - Applications submitted outside of Grants.gov will be deemed ineligible without further consideration unless the applicant can clearly demonstrate that it was due to EPA mishandling or technical problems associated with Grants.gov or SAM.gov. An applicant's failure to timely submit their application through Grants.gov because they did not timely or properly register in SAM.gov or Grants.gov will not be considered an acceptable reason to consider a submission outside of Grants.gov.
- Applicants, including lead applicants for coalitions, must submit a Notice of Intent (NOI) by the listed deadline and according to the instructions in [Section I.F: Required Notice of Intent](#). Information submitted in the NOI must be identical to information submitted in the application, except answers to question 1 (applicant name) for some applicants and answers to question 3.c (estimated EPA funding amount requested) for all applicants. These exceptions are explained below.
 - For question 1 (applicant name): units of government that are states (including the District of Columbia and Puerto Rico), territories (i.e., The Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands), Tribal governments, and individual municipalities may change which government agency submits an application after the NOI is submitted, so long as each unit of government submits only one NOI or application. If more than one agency of a unit of government submits an NOI, EPA staff will contact the agencies and advise them to coordinate to

decide which agency(ies) will withdraw the NOI(s) such that EPA receives only one NOI per unit of government.

- Applicants that are eligible nonprofits recipients, councils of government, and intertribal consortia must be the same legal entity that submitted an NOI unless EPA's Selection Official or designee grants a waiver to this requirement based on an unanticipated change in circumstances that have taken place since the submission of the NOI.
- For question 3.c (estimated EPA funding amount), all applicants may change the EPA requested funding amount submitted in the NOI in their application. If applicants change their EPA requested funding amount, applicants must explain why the requested funding amount in the application is different than the requested funding amount in the NOI.
- Applicants must be an eligible applicant as described in [*Section III.A: Eligible Applicants*](#) and, if required according to *Section III.A*, must provide supporting evidence that demonstrate this eligibility, as described in *Section III.A* and below.
 - Intertribal consortia must provide documentation that it meets the requirements in 40 CFR 35.540(c) through signed memoranda of agreement, charters, copies of emails or conference call minutes establishing that the members of the consortium have authorized applying for Solar for All funding or similar documentation that meets regulatory requirements.
 - Councils of Government (COGs) must provide a legal opinion from the State Attorney General's Office of the state of the COG's incorporation or charter, or the COG's Chief Legal Officer, confirming that the entity is a public body created by or pursuant to state law.
 - Eligible nonprofit recipients must provide supporting evidence (including organizational documents, such as articles of incorporation or similar documents filed with a governmental authority as a condition of carrying out its activities; tax filings; financial statements; investment records; and/or any other information the applicant deems appropriate) demonstrating that it satisfies all the requirements listed below.
 - a. Meets the definition of nonprofit organization set forth in 2 CFR § 200.1²⁴
 - b. Has an organizational mission consistent with being "designed to provide capital, leverage private capital, and provide other forms of financial assistance for the rapid deployment of low- and zero-emission products, technologies, and services"

²⁴ 2 CFR § 200.1 states that a *nonprofit organization* "means any corporation, trust, association, cooperative, or other organization, not including Institutes of Higher Education, that: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (2) is not organized primarily for profit; and (3) uses net proceeds to maintain, improve, or expand the operations of the organization."

- c. Does not receive any “deposit” (as defined in Section 3(l) of the Federal Deposit Insurance Act) or “member account” or “account” (as defined in Section 101 of the Federal Credit Union Act)
 - d. Is funded by public or charitable contributions
 - e. Has the legal authority to invest in or finance projects
- Applications must comply with the requirements for named contractors and subrecipients, as described in [Section III.B: Named Contractors and Named Subrecipients](#). The EPA does not require nor encourage applicants to name procurement contractors (including consultants) or subrecipients in applications for grant funding. However, if an applicant chooses to identify a procurement contractor(s) to conduct work proposed in this application or subrecipient(s) to participate in a coalition application to carry out the substantive activities listed in the grant application, the applicant (other than a state applicant) must demonstrate compliance with the requirement.
- Applicants must submit an application for a program that provides grants, loans, and other forms of financial assistance (e.g., participant support costs), as well as technical assistance, to enable low-income and disadvantaged communities to deploy and benefit from residential rooftop and residential-serving community solar, associated storage, and enabling upgrades as defined in [Section I.D: Competition Terminology](#).
- Applicants must request funds for activities that serve communities within the boundaries of the United States (including Puerto Rico) and its territories.
- Applicants must request an award to be expended over a period of performance of five years or less.
- Applications for an award must be for no less than \$25 million and no more than \$400 million in federal funds.
- Applications must not include unallowable costs, as described in [Section III.D: Allowable and Unallowable Costs](#). If an application is submitted that includes any unallowable costs, including those described in [Section III.F](#), as well as unallowable costs described in 2 CFR § 200, Subpart E and the applicable provisions of 2 CFR § 1500 [EPA’s Guidance on Selected Items of Cost for Recipients](#), that portion of the application will be ineligible for funding and may, depending on the extent to which it affects the application, render the entire application ineligible for funding.
- **Coalitions:** Coalition applications must include a signed Memorandum of Agreement (MOA) that confirms participation of each coalition member in their application.
- Applications must only address one of the three award options as described in [Section II.A: Number and Amount of Awards](#). Applicants may submit multiple applications, as long as each application only addresses one award option. Applications that address more than one award option will be deemed ineligible.
- **For applications to award option #1 - (up to 56 awards to serve state and territory geographies):**

- Applications must propose a program that serves low-income and disadvantaged communities in only one state or territory. A coalition of municipalities in the same state/territory should apply under award options #1. Note: programs under this award option do not need to serve the entirety of the state. For example, a municipality or coalitions of municipalities in the same state/territory can apply for award option #1. Similarly, a Tribal government may propose a program in one state.
- **For applications to award option #2 - (up to 5 awards to serve American Indian and Alaska Native communities):**
 - Applicants must be a Tribal government (including intertribal consortia), an eligible nonprofit recipient, or a coalition with a lead applicant that is either a Tribal government or an eligible nonprofit recipient as defined in [Section III.A: Eligible Applicants](#). If the applicant is an eligible nonprofit recipient, the applicant must have Tribal leadership at the senior management level (e.g., Chief Executive Officer, Chief Operating Officer, at least one Member of the Board of Directors) and experience serving American Indian and Alaska Native Communities.
 - Applications must propose a program that serves American Indian and Alaska Native Communities.
- **For applications to award option #3 - (up to 10 awards to serve similar communities across multiple states):**
 - Applicants must be either a municipality (including councils of governments) or an eligible nonprofit recipient as defined in [Section III.A: Eligible Applicants](#).
 - Applications must propose a program that serves low-income and disadvantaged communities in multiple states and territories.

D. Allowable and Unallowable Costs

The following list outlines **allowable costs** for this competition.

- Costs for eligible financial assistance, as defined in [Section I.D: Competition Terminology](#) as subgrants, rebates, subsidies, other incentive payments, or loans, consistent with the definition of “federal financial assistance” in 2 CFR § 200.1
- Costs for eligible technical assistance as defined in [Section I.D: Competition Terminology](#). Eligible technical assistance examples include workforce training, customer outreach and education, project development & deployment assistance (including services and tools from National Labs), and coordination with utilities for the purposes of project deployment
- Participant support costs for trainees in workforce development programs may be allowable with prior approval by the EPA award official pursuant to the [EPA Guidance on Participant Support Costs](#)
- Costs for acquiring or improving real property, including related equipment purchases with the prior approval of EPA’s Award Official. As provided in 2 CFR § 200.316 EPA will require that grantees “ . . . record liens or other appropriate notices of record to indicate

that personal or real property has been acquired or improved with a federal award and that use and disposition conditions [described in 2 CFR § 200.311 and 2 CFR § 200.313] apply to the property”

- Costs for fund-raising and preparation of proposals for funding from private foundations, federal agencies, and states may be allowable with prior EPA approval if the funds acquired will be used to meet the statutory objectives of the Solar for All grant program. Additional information is available in Items 4 and 6. b. of [EPA’s Selected Items of Cost Guidance](#)
- Costs for program administration, including but not limited to:
 - Costs for staff salaries, technology, and other office supplies, as either direct or indirect costs, in accordance with [2 CFR § 200 Subpart E](#) and the applicant’s Federally-approved indirect cost rate under 2 CFR § 200.414; note that costs must be consistently characterized as either direct or indirect as provided in 2 CFR § 200.412
 - Costs for advisory councils to meet the GGRF program objectives. Advisory councils are groups of individuals who are not employees of the grantee or a subgrantee that provide strategic and policy advice to the organization; refer to Item 2 of [EPA’s Selected Items of Cost Guidance](#) for additional information on the allowability of costs for Advisory councils
 - Costs for reporting and compliance, including those to support, monitor, oversee, and audit subrecipients, contractors, and program beneficiaries
 - Costs for program evaluation activities including the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation
 - Indirect costs to the extent authorized by applicable provisions of 2 CFR § 200.414 and EPA’s Indirect Cost Policy

All costs must meet the requirements for allowability under 2 CFR Part 200, Subpart E as well as applicable provisions of 2 CFR Part 1500. [EPA’s Guidance on Selected Items of Cost for Recipients](#) provides additional details on the allowability of costs for advisory councils to meet program objectives for this competition.

The following list outlines **unallowable costs** for this competition.

- Costs for financial and technical assistance for technologies other than projects included as “Eligible Zero-Emissions Technologies” defined in [Section I.D: Competition Terminology](#)
- Costs that are unallowable under 2 CFR Part 200, Subpart E and under applicable provisions of 2 CFR Part 1500 (i.e., consultant fees in excess of those allowable under 2 CFR § 1500.10)
- Costs for supporting or opposing union organizing, whether directly or as an offset for other funds
- Costs for cost sharing, as defined in 2 CFR § 200.306, absent authorization in a Federal statute

- Direct costs for preparing the application to this competition

If an application is submitted that includes any unallowable costs, that portion of the application will be ineligible for funding and may, depending on the extent to which it affects the application, render the entire application ineligible for funding.

E. Cost Sharing or Matching

Cost sharing is not a requirement to be eligible to apply to this solicitation.

Section IV. Application and Submission Information

A. Due Date and Submission Instructions

An application package may be obtained by visiting this funding opportunity (EPA-R-HQ-SFA-23-01) on [Grants.gov](https://www.grants.gov). Applicants will be prompted to initiate the application process by generating a Workspace for this opportunity.

Your organization's Authorized Organization Representative (AOR) must submit your complete application package²⁵ electronically to EPA through Grants.gov. Only person(s) with the AOR role can submit applications to Grants.gov. Please review the [Intro to Grants.gov – Understanding User Roles](#) and [Learning Workspace – User Roles and Workspace Actions](#) for details on this process.

Application packages must be submitted on or before September 26th, 2023, at 11:59 PM (Eastern Time) through Grants.gov. Applications received after the closing date and time will not be considered for funding. Please allow enough time to successfully submit your application package and allow for unexpected errors that may require you to resubmit. Occasionally, technical and other issues arise when using Grants.gov.

Refer to [Appendix A: Grants.gov Application Submission Instructions](#) for the requirements to apply through Grants.gov. In order to submit an application through Grants.gov, your organization must satisfy all of the requirements listed below.

- Have an active System for Award Management (SAM) account in SAM.gov and a Unique Entity Identifier (UEI) assigned by SAM.gov
- Be registered in Grants.gov
- Have the E-Business Point of Contact designate an AOR in Grants.gov

The registration process for all the above items may take a month or more to complete. Applicants should begin this process as soon as possible.

In concert with EPA's commitment to conducting business in an open and transparent manner, copies of applications selected under this funding opportunity may be made publicly available on the GGRF website or another public website for a period of time after the selected applications are announced. EPA recommends that applications not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information, if disclosed, that would invade another individual's personal privacy (e.g., an individual's salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with 40 CFR § 2.203 (refer to *Section IV.a* of [EPA Solicitation Clauses](#) for additional information).

Clearly indicate which portion(s) of the application you are claiming as confidential business information. As provided at 40 CFR § 2.203(b), if no claim of confidential treatment accompanies

²⁵ Note, for the purposes of this competition, the "application package" includes the required federal forms available at www.grants.gov as well as the Program Narrative and associated attachments.

the information when it is received by EPA, it may be made available to the public by EPA without further notice to you.

B. Application Materials

The following forms and documents are required under this announcement and are included in the Workspace you generate on Grants.gov.

Mandatory Documents:

1. Application for Federal Assistance (SF-424)
2. Budget Information for Non-Construction Programs (SF-424A)
3. EPA Key Contacts Form 5700-54
4. EPA Form 4700-4 Preaward Compliance Review Report
5. Grants.gov Lobbying Form
6. Program Narrative: Use “Project Narrative Attachment Form” in your Workspace on Grants.gov to submit your Program Narrative, prepared as described in [Section IV.C: Content of Application Submission](#). As described in *Section IV.C*, the Program Narrative has a limit of 40 pages. **Please upload the Program Narrative as one document.**
7. Attachments: Use “Project Narrative Attachment Form” in your Workspace on Grants.gov to submit the attachments listed below that must be included in the application package and do **not** count toward the 40-page limit for the Program Narrative. **Please limit the number of files for the attachment items by consolidating all attachment items (excluding Excel uploads if using optional Excel templates EPA has provided) into one document in the order presented below.**
 - **Attachment A:** Summary Program Cover Page
 - **Attachment B:** Copy of the submitted Notice of Intent, which was submitted by the listed deadline and according to the instructions in [Section I.F: Required Notice of Intent](#)
 - **Attachment C:** Eligibility evidence documents supporting that the applicant is an eligible applicant as described in [Section III.A: Eligible Applicants](#). Note: applicants applying as eligible nonprofit recipients, municipalities under the definition of a council of government (COG), or Intertribal Consortia are required to provide evidence documents as described in *Section III.A*.
 - **Attachment D:** Program Planning Timeline and Workplan described in Section 1.7 of the Program Narrative; an optional Excel template is included for applicants to download on epa.gov/GGRF
 - **Attachment E:** Budget Table described in Section 2.1 Budget Narrative of the Program Narrative; guidance on how to build the Budget Table is included in [Appendix B.A: Guidance for Detailed Budget Table](#); an optional Excel template is included for applicants to download on epa.gov/GGRF

- **Attachment F:** Programmatic Capability and Environmental Results Past Performance described in Section 3 of the Program Narrative
- **Attachment G (for coalition applications only):** Memorandum of Agreement (MOA) as evidence of coalitions and partnerships—both partners who will receive Solar for All grant funds and partners who will provide in-kind services—that will support the applicants to achieve the GGRF program objectives
- **Attachment H (for applications with proposed subgrants only):** Organizational table, which includes all entities by name (if known) or by description/type (e.g., community-based organization, utility) and explains in two to three sentences or bullets what activities each entity will perform for the program

Optional Documents:

8. Other Attachments: Use “Other Attachments Form” in your Workspace on Grants.gov to submit the following documentation, which is not required, but encouraged to be submitted, and will **not** count toward the 40-page limit for the Program Narrative. **Please limit the number of files for the attachment items by consolidating all attachment items into one document in the order presented below.**
 - **Attachment I:** Letters of support from potential partnerships with community-based organizations, unions, industry associations, workforce development programs, worker centers, and other partners who are interested in helping the program execute the Section 1.2 Meaningful Benefits Plan as described in [Section IV.C: Content of Application Submission](#)
 - **Attachment J:** Letters of support from public utility commissions, utilities, governor’s offices, lead sponsors on legislative text, or other evidence of support for the proposed scope of work in the Section 1.3 Distributed Solar Power Market Strategy of the Program Narrative, as described in [Section IV.C: Content of Application Submission](#), that enable low-income and disadvantaged communities to deploy and benefit from residential rooftop and residential-serving community solar and storage
 - **Attachment K:** Letters of support from potential partnerships with community-based organizations, nonprofits, unions, industry associations, worker centers, workforce development programs, and other partners who are interested in helping the program execute the Section 1.5 Project-Deployment Technical Assistance Plan as described in [Section IV.C: Content of Application Submission](#)
 - **Attachment L:** Letters of support from potential partnerships with community-based organizations, public housing authorities, utilities, rural electric utilities, affordable housing developers, unions, industry associations, workforce development programs, and other partners who are interested in helping the program execute the Section 1.6 Equitable Access and Meaningful Involvement Plan as described in [Section IV.C: Content of Application Submission](#)
9. Disclosure of Lobbying Activities (SF-LLL), if applicable - See Grants.gov Lobbying Form to determine applicability

C. Content of Application Submission

The forms and documents required as part of the application submission are described in [Section IV.B: Application Materials](#). Below are the instructions for **Attachment A: Summary Program Cover Page** and the **Program Narrative**.

Instructions: The Summary Program Cover Page and Program Narrative should comply with the instructions, format, and content described below. The Program Narrative should also address the criteria in [Section V.A: Evaluative Criteria](#). The Program Narrative must follow all the requirements listed below.

- Must not exceed the aforementioned page limits
- Must only rely on the text in the above-mentioned page limits. **While attachments do not count toward the above-mentioned page limits, they may only serve as reference documents** for content described in the Program Narrative; attachments that provide new content, rather than serve as reference documents, will not be reviewed or considered. Links to external websites or content will not be reviewed or considered
- Must be Letter size (8 ½ inches x 11 inches) typed, single-spaced pages in 12-point Times New Roman font with one column per page with 1-inch margins on all sides

It is strongly advised that applicants organize their applications in the order presented in [Section IV.B: Application Materials](#), appropriately number and label the sections of the Program Narrative per the numbers and labels used below, and limit the number of attachments when submitting via Grants.gov. **Please upload the Program Narrative as one document and limit the number of files for the attachment items by consolidating all attachment items into one document in the order presented in Section IV.B: Application Materials; attachment items that are Excel files (such as the optional template EPA has provided to complete Attachment D: Program Planning Timeline and Workplan and Attachment E: Budget Table available for download on www.epa.gov/GGRF) may be submitted separately as an attachment as Excel files and the file name and title should be clearly titled and lettered according to the attachment item the document addresses.**

To assist EPA reviewers, applicants are strongly encouraged to reference the numbers and titles of the evaluation criteria in their Program Narratives to help identify where the criteria are being addressed.

Summary Program Cover Page (maximum of four pages) provides an overview of the application and must include the below components.

1. **Program Title:** Provide a name for the program.
2. **Brief Program Summary:** Provide a four- to five-sentence summary of the program, including the program's mission, geography, scope of work, and other relevant summary points. Include in your description an explanation of how the proposed program will deliver on the GGRF program objectives described in [Section I.C: GGRF Solar for All Program Objectives](#). If selected, EPA may use this summary publicly describe the program.
3. **Applicant Name:** Identify the name of the organization applying.

4. **Award Option Type:** Identify if you are applying to Award Option #1, Award Option #2, or Award Option #3, as described in [Section II.A: Number and Amount of Awards](#). Describe in three to four sentences why you are applying to the specific award option considering the eligibility criteria defined in [Section III.C: Threshold Eligibility Criteria](#). *Note: for eligible nonprofit recipients applying to award option #2, please provide evidence for how the applicant has Tribal leadership at the senior management level (e.g., Chief Executive Officer, Chief Operating Officer, at least one Member of the Board of Directors) and experience serving American Indian and Alaska Native Communities (e.g., previous investments in American Indian and Alaska Native Communities).*
5. **Applicant Eligibility:** Indicate whether you are a state/territory, Tribal government, municipality, or eligible nonprofit recipient using the criteria outlined under [Section III.A: Eligible Applicants](#). Summarize in two to three sentences the supporting evidence the applicant uses in Attachment C to prove applicant eligibility according to the evidence described in [Section III.A](#).
6. **Program Location:** Describe the geographies the program will serve. *Note: applications applying to award option #1 should address only one state/territory geography as described in [Section II.A: Number and Amount of Awards](#).*
7. **Program Scope of Work:** Describe in three to four sentences how the proposed program will deliver on the activities described in [Section I.E: Scope of Work](#), including a summary of the types of financial and technical assistance the program will perform.
8. **EPA Funding Requested:** Specify the amount you are requesting from EPA and the associated award tier (as specified in [Section II.A: Number and Amount of Awards](#)). You should specify the amount of funding you stated in your NOI response, and if the funding amount changed between the NOI and the application, explain why the funding requested has changed.
9. **Impact Targets:** Detail the impact you expect to have through the entire program period by stating (1) the number of households projected to benefit from the solar program (both as an absolute number of households and award funding requested per household); (2) the megawatts of solar capacity deployed over time (both as an absolute number of megawatts of solar deployed and dollars of award funding requested per megawatts of solar); (3) megawatt hours of storage capacity deployed over time (both as an absolute number of megawatt hours of storage deployed and dollars of award funding requested per megawatt hours of storage); (4) short tons of annual carbon dioxide (CO₂) emissions avoided over time (both as an absolute number of tons of CO₂ reduced and dollars of award funding requested per tons of CO₂ reduced); and the (5) absolute amount of household savings realized over time (both as an absolute number of dollars saved and dollars of award funding requested per dollars of household savings).
10. **Program Period:** Provide the estimated beginning and ending dates for the period of performance for the program.
11. **Contact Information:** Include a name, title, address, email address, and phone number. You can list both a primary and an administrative contact.

12. **Coalition Partners:** Include the names of all organizations in this application if applying as a coalition. For each organization, include contact information as described above. Include a memorandum of agreement for the entire coalition in Attachment G.
13. **Named Contractors.** Include all named contractors that are part of this application. For each named contractor (for applicants other than state), describe the procurement procedures followed to hire the contractor(s) and include information on where and when the Request for Proposals/Request for Qualifications was posted. If this application does not have named contractors, please write “not applicable.”
14. **Additional Named Subrecipients:** Include all named subrecipients that are part of this application, other than the coalition partners covered above. For each organization, explain how that organization is eligible for a subaward under the EPA Subaward Policy. If there are no named subrecipients in this application, please write “not applicable.”

Program Narrative (maximum of 40 pages) addresses each of the evaluation criteria in [Section V.A: Evaluative Criteria](#) and must include the below components. Reminder: Any attachments to the Program Narrative referenced below are not considered part of the 40-page limit.

1. **Program Strategy Narrative:** Explain how you will develop and execute a robust and equitable program that enables the rapid deployment of distributed solar and associated storage with meaningful benefits to low-income and disadvantaged communities. Include the below components.
 1. **Impact Assessment:** Describe the market environment for residential-serving distributed solar and storage deployment in the geography you are applying to serve, including market-wide historical deployment rates and participation of low-income and disadvantaged households and communities in the market. Based on past deployment rates in the geography you are applying to serve or comparable market data, you should set reasonable output and outcome targets for capacity of solar and storage deployed, households served, projected annual carbon dioxide (CO₂) emissions avoided (short tons) according to [EPA’s Avoided Emissions and Generation Tool \(AVERT\)](#), annual household savings realized, as well as any additional output and outcome metrics as detailed in [Section I.H: Measuring and Reporting Environmental Results](#). If AVERT does not support your geography, please refer to the equation in [Appendix F: Guidance for Carbon Dioxide Avoided Calculations](#).²⁶ If projected outputs and outcomes are evaluated and influence the selection decision, you are expected to achieve them during period of performance.
 2. **Meaningful Benefits Plan:** Describe how you will ensure the program delivers meaningful benefits as defined in [Section I.D: Competition Terminology](#) for low-income and disadvantaged households. The meaningful benefits of solar with storage include (1) delivering a minimum 20% of household savings to program beneficiaries; (2) increasing low-income and disadvantaged households’ access to solar through financing products and deployment options; (3) increasing resiliency and grid benefits by creating capacity that can deliver power to low-income and

²⁶ AVERT does not include data for Alaska, Hawaii, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, nor the Commonwealth of the Northern Mariana Islands.

disadvantaged households and/or critical facilities serving low-income and disadvantaged households during a grid outage; (4) facilitating ownership models that support low-income households and communities building equity in projects; and (5) investing in quality jobs and businesses in line with the Administration's Good Jobs Principles and [Executive Order 14082 \(Implementation of the Energy and Infrastructure Provisions of the Inflation Reduction Act of 2022\)](#). You should articulate a plan for creating high quality, middle-class jobs in the rapidly growing residential-serving distributed solar energy industry that pay family-sustaining wages and include strong labor standards, including benefits, safe working conditions, and the free and fair choice to join or form a union. You should describe how these plans are centered on delivering meaningful benefits to low-income and disadvantaged communities where solar energy is being deployed through the creation of high-quality jobs and shared economic opportunity in those communities. Strong applications will include multi-sectoral partnerships with key stakeholders in the workforce development ecosystem needed to execute on this vision for a robust and inclusive clean energy workforce, and applicants may include letters of support from these partners in Attachment I of their application. Additional details on job quality are included in [Appendix E: Equitable Workforce Development and Job Quality](#).

3. **Distributed Solar Market Strategy:** Describe the market barriers to residential-serving distributed solar deployment in the geography you are applying to serve and how you plan to address those barriers to enable low-income and disadvantaged communities to deploy and benefit from residential rooftop and residential-serving community solar and storage. Examples of market barriers include net metering policies, third party ownership policies, and opaque interconnection processes. In Attachment J of the application, you may include letters of support from stakeholders, such as Governor's offices, public utility commissions, utilities, in the geography you propose to serve, to evidence that the proposed Distributed Solar Market Strategy is achievable.
4. **Financial Assistance Strategy:** Describe how you will use Solar for All funds to provide eligible financial assistance, as defined in [Section I.D: Competition Terminology](#), to enable low-income and disadvantaged communities to deploy and benefit from residential rooftop and residential-serving community solar and storage. You should include a financial assistance model that defines the type, size, and deployment strategy of financial assistance. You should specify which solar projects the program will provide financial assistance for (i.e., rooftop residential solar and/or residential-serving community solar) and, if the program will include both project-types, the anticipated share of funding for each project-type. You should detail if and how the program will financially support storage (including storage deployment targets) and prudently provide financial assistance for enabling upgrades—while maximizing solar deployment. You should describe how the program will complement, and not duplicate, existing subsidies, tax credits, and other sources of financing and support deployment that would not have occurred otherwise.

- 5. Project-Deployment Technical Assistance Strategy:** Describe how you will support communities and other solar market stakeholders (e.g., solar developers, contractors, affordable housing developers, owners) with technical assistance to develop project pipeline and deploy solar, as defined in [Section I.D: Competition Terminology](#). Project-deployment technical assistance services should include investments in workforce development, project deployment technical assistance (e.g., siting, permitting, interconnection), and other technical assistance. You should consider what project-deployment technical assistance services are already provided by federal, non-profit, and other market actors to minimize duplication and plan to leverage existing resources. EPA has included a non-exhaustive list of reports and resources on epa.gov/GGRF to help applicants identify potential project-deployment technical assistance resources and tools. As part of catalyzing a robust and inclusive solar energy market, you should demonstrate a plan for developing the necessary workforce to install solar in the geography you propose to serve. In line with the job quality goals discussed in Section 1.2 Meaningful Benefits Plan, training plans should articulate how participants will be trained for and placed in high-quality careers. To meet the labor needs of the rapidly growing solar industry, you should propose workforce training models that prepare individuals from low-income and disadvantaged communities for middle-class career pathways in partnership with workforce partners. See [Appendix E: Equitable Workforce Development and Job Quality](#) for expanded descriptions and resources for high-quality training models and partnerships.
- 6. Equitable Access and Meaningful Involvement Plan:** Describe how your customer acquisition strategy will maximize solar deployment across the geography you will serve, ensuring equitable access to and participation in the program. Equitable access means all communities, especially historically underserved households and communities, can benefit from this program. Explain how you will educate and engage communities on the benefits of solar energy. Describe how your outreach and marketing strategies are culturally appropriate and responsive to the needs of the communities you are proposing to serve. You should consider how you may need to employ different engagement strategies to reach different types of communities, including urban, rural, and suburban communities; communities with limited English proficiency; and different types of residential buildings, including single-family, multi-family, and manufactured homes. To ensure equitable access, you should describe how low-income and disadvantaged communities will be involved in program design and operations. Describe how communities can participate in program and project design, in formal input and feedback structures. These formal structures should include participatory governance and regular, meaningful engagement with community-based organizations and residents of low-income and disadvantaged communities. Applicants applying to award option #2 should center this plan on American Indian and Native Alaska communities. If you are applying to award option #1 and there are American Indian and Native Alaska communities in your geography, you should describe how the program will serve these communities and meaningfully involve these communities in program planning and operations. If you are applying to award option #3 and are choosing to serve American Indian and Native Alaska

communities in your geography, you should describe how the program will serve these communities and meaningfully involve these communities in program planning operations.

7. **Program Planning Timeline and Workplan Narrative:** Provide a narrative for your Program Planning Timeline and Workplan to be included in Attachment D of the application. The workplan should describe how you will plan and implement the Solar for All program, including steps and milestones to implement the strategies and plans described in the Meaningful Benefits Plan (Section 1.2), Distributed Solar Market Strategy (Section 1.3), the Financial Assistance Strategy (Section 1.4), the Project-Deployment Technical Assistance Strategy (Section 1.5), and the Equitable Access and Meaningful Involvement Plan (Section 1.6). The workplan may also include steps to refine the program plan during a planning period. If including a program planning period, you should consider existing federal, academic, and philanthropic platforms, tools, and resources you may plan to leverage to support program planning and any partnerships you have established or plan to establish to support program planning and implementation. EPA has included a non-exhaustive list of reports and resources on epa.gov/GGRF to help you identify additional program design questions as well as program planning resources and tools, these examples include [DOE's States Collaborative](#), [DOE's National Community Solar Partnership's](#) direct [technical expertise and capacity building services](#). A timely plan will ensure that the planning period is at most one year and that the program spends all funds within five years of the award.

2. **Program Administration Narrative:** Describe how you will administer the grant program and demonstrate you have the policies, procedures, tools, and capabilities to successfully achieve the program goals. You should include the components listed below.

1. **Budget Narrative:** Provide a narrative to describe in more detail the budget found in SF-424A and the Budget Table included in Attachment E of the application. In this narrative, describe how you will deploy funds efficiently and cost-effectively and explain how the costs are prudent and necessary to achieve the outcomes of the program. You should separate out costs (both direct costs and indirect costs charge to the direct costs) for financial assistance to demonstrate in the Budget Table how the program budget achieves the target minimum funding amounts for financial assistance detailed in the table below. For additional information on how to approach the budget, refer to [Appendix B.A: Guidance for Detailed Budget Table](#). Please reference and consider allowable and unallowable costs in [Section III.D: Allowable and Unallowable Costs](#). For additional guidance on preparing a program budget, refer to [EPA's Indirect Cost Guidance](#) and [Budget Detail Guidance](#).

The below table summarizes the guidance on minimum share of funds for financial assistance by award option. Note: the cost guidance below applies to both direct costs and the associated indirect costs charged to direct costs.

	Award Option #1 – State and Territory Programs	Award Option #2 – American Indian and Alaska Native Programs	Award Option #3 – Multi-state Programs
Financial Assistance, share of funds	Target at least 75% of funds	Target at least 65% of funds	Target at least 75% of funds

2. **Fiscal Stewardship Plan:** Describe your approach to ensuring compliance with the grant’s terms and conditions, including but not limited to the requirements in 2 CFR § 200.303 and 2 CFR § 200.332(b) and (d) if the applicant intends to provide subawards to eligible subrecipients and the information specified in Section 3 c. of the [EPA Guidance on Participant Support Costs](#) for subsidies, rebates or other incentive payments authorized under 2 CFR 1500.1(b). You should have comprehensive policies and procedures to ensure robust risk management across your activities; prevent fraud, waste, and abuse; and prudently manage grant funds. Additionally, you must explain your plan for consumer protection, including how you will ensure program partners and entities that directly interact, transact, or contract with consumers as part of the program, such as through the sales and marketing of solar products or services, and consumer purchase, leasing and financing (including Property Assessed Clean Energy (PACE) financing), will comply with applicable consumer protection laws, including the consumer protection laws in the jurisdiction(s) your program will serve, and federal consumer protection and consumer financial laws, such as laws prohibiting unfair, deceptive, and abusive practices (e.g., the Federal Trade Commission Act (15 U.S.C. § 45), Consumer Financial Protection Act (12 U.S.C. § 5536), and Fair Debt Collection Practices Act (15 U.S. Code § 1692e), and Regulation Z (12 CFR § 1026), which requires the disclosure of terms and cost of consumer credit and offers substantive protections to people who use consumer credit. Your explanation should include descriptions of practices you plan to use for effective consumer protection in your program and processes for screening entities that will directly interact, transact, or contract with consumers in your program. See examples of practices in [Appendix D: Consumer Protection Examples](#). If you are proposing to capitalize a revolving loan fund, you should describe the financial management plan for program income in the fiscal stewardship plan.
3. **Reporting Plan:** Describe your plan to execute against the grant’s reporting requirements, including tracking and measuring progress in achieving expected environmental outputs and outcomes described in [Section I.H: Measuring and Reporting Environmental Results](#) and referenced in [Section VI.C: Program Performance Reporting Requirements](#). EPA plans to establish program performance reporting requirements consistent with 2 CFR § 200.329 in the terms and conditions of the grant award. Grantees will also be expected to report, on an ongoing basis, the underlying methodologies, technologies, data sources, inputs and assumptions, and other significant analytical choices used to calculate or

estimate outputs and outcomes. For example, such disclosure may include project-level data (e.g., MW capacity installed), key assumptions to translate project-level data into outcomes (e.g., capacity factors, emissions intensity of displaced power generation, global warming potential of greenhouse gases, asset useful life), and relevant sources (e.g., EPA, DOE National Laboratories, peer-reviewed studies) for estimates compared to a no-action baseline and to other reasonable alternatives. EPA may require these data to be subject to third-party verification, audits, and/or assurance. EPA will work with grantees to establish standardized reporting requirements and identifying tools to support reporting. You should have a plan to integrate program evaluation activities into the reporting plan, including assessing effectiveness and efficiency in achieving outputs and outcomes. Evaluations should be conducted in adherence with [EPA Order 1000.33, U.S. Environmental Protection Agency Policy for Evaluations and Other Evidence-Building Activities](#), including timely publication of findings. EPA Order 1000.33 provides a framework to comply with the [Foundations for Evidence-Based Policymaking Act of 2018](#).

- 3. Programmatic Capability and Environmental Results Past Performance:** Submit in Attachment F a list of federally and/or non-federally funded assistance agreements (assistance agreements include federal grants and cooperative agreements but not federal contracts) that your organization performed within the last three years (no more than five agreements) and answer all the below prompts. Note: for coalition applicants, the list of funded assistance agreements must be from the lead applicant.
- Whether, and how, you were able to successfully complete and manage those agreements
 - Your history of meeting the reporting requirements under those agreements including whether you adequately and timely reported on your progress towards achieving the expected outputs and outcomes of those agreements (and if not, explain why not) and whether you submitted acceptable final technical reports under the agreements
 - Your organizational experience and plan for timely and successfully achieving the objectives of the proposed project, and your staff expertise/qualifications, staff knowledge, and resources or the ability to obtain them, to successfully achieve the goals of the proposed project

In evaluating applicants under these factors in [Section V.A: Evaluation Criteria](#), EPA will consider the information provided by applicants and may also consider relevant information from other sources, including information from EPA files and from current/prior grantors (e.g., to verify and/or supplement the information provided by the applicant). If you do not have any relevant or available past performance or past reporting information, please indicate this in the application and you will receive a neutral score for these factors (a neutral score is half of the total points available in a subset of possible points). If you do not provide any response for these items, you may receive a score of 0 for these factors.

D. Pre-Application Assistance

Applicants are invited to participate in webinars with EPA to address questions about this funding opportunity. Interested parties may access information on these webinars (including dates, times, and registration information) as well as other information on the competition at the following website: www.epa.gov/GGRF.

A recording of each webinar will be posted at the link above along with presented materials. If necessary, EPA may schedule additional webinars. In accordance with [EPA Order 5700.5A1](#), [EPA's Assistance Agreement Competition Policy](#), EPA staff will not meet with individual applicants to discuss draft applications, provide informal comments on draft applications, or provide advice to applicants on how to respond to ranking criteria.

Applicants are responsible for the contents of their applications. However, consistent with the provisions in the announcement, EPA will respond to questions from individual applicants regarding threshold eligibility criteria, administrative issues related to the submission of the application, and requests for clarification about the funding opportunity.

Section V. Application Review Information

A. Evaluation Criteria

Note: Additional provisions that apply to this section can be found at [EPA Solicitation Clauses](#).

Only eligible entities whose applications meet the threshold criteria in [Section III. Eligibility Information](#) will be evaluated according to the criteria set forth below. Applicants should explicitly address these criteria as part of their application package submittal in the Program Narrative, following the content requirements set forth in [Section IV.C: Content of Application Submission](#). Each application will be rated using a point system. Applications will be evaluated based on a total of **245 points** possible.

To assist EPA reviewers, applicants are strongly encouraged to reference the numbers and titles of the evaluation criteria in their Program Narratives to help identify where the criteria are being addressed.

1. Program Strategy Narrative (175 points total): Each application will be evaluated on the quality and extent to which it articulates a plan to use grant funds to advance GGRF program objectives described in [Section I.C: GGRF Solar for All Program Objectives](#) by performing the scope of work described in [Section I.E: Scope of Work](#). The application should refer to these program objectives in the below application components.

1. Impact Assessment (20 points total): Each application will be evaluated on the extent and quality to which it explains the program's intended impact on addressing current market barriers to low-income solar deployment and sets achievable outcome metrics for the program based on those barriers. Specifically, EPA will evaluate the extent and quality to which the application:

- Maximizes the impact of the program relative to the amount of funding requested by setting reasonable and ambitious targets for program output and outcome metrics, specifically the number of households projected to benefit from the solar program (both as an absolute number of households and award funding requested per household); the megawatts of solar capacity deployed over time (both as an absolute number of megawatts of solar deployed and dollars of award funding requested per megawatts of solar); megawatt hours of storage capacity deployed over time (both as an absolute number of megawatt hours of storage deployed and dollars of award funding requested per megawatt hours of storage); short tons of annual CO₂ emissions avoided over time (both as an absolute number of tons of CO₂ avoided and dollars of award funding requested per tons of CO₂ avoided); and the absolute annual of household savings realized over time (both as an absolute number of dollars saved and dollars of award funding requested per dollars of household savings). **(10 points)**
- Justifies how the proposed outcome metrics are reasonably achievable considering historical data (either past deployment of low-income distributed solar and storage in the geography the applicant is applying to serve or based on deployment in geographies with similar conditions); an assessment of the market barriers (e.g., power market barriers, financial barriers, non-financial barriers) in the geography the program will

operate in; a summary of how the program will address these barriers (you may reference other sections of the Program Narrative); and, if relevant, a description of the overall structure of how Solar for All will augment an existing low-income solar program. An application from an applicant without an existing low-income solar program will be evaluated on the extent and quality to which they describe the overall structure of the program they will develop with Solar for All funds. **(10 points)**

2. Meaningful Benefits Plan (30 points total): Each application will be evaluated on the quality of the program plan to ensure the solar and storage projects receiving financial assistance from the program will deliver meaningful benefits (as defined in [Section I.D: Competition Terminology](#)) to low-income and disadvantaged communities and households. Specifically, EPA will evaluate the extent and quality to which the application:

- Details a plan to ensure all households that benefit from the Solar for All program experience minimum household savings of 20% of the average household utility bill in the utility territory. To ensure household savings are maximized, the application will also be evaluated on the extent of the plan to ensure customers receive a minimum household savings of 20%, even if the financial assistance model will require households to incur costs to benefit from the program either directly (e.g., costs to subscribe to the project or to build the project) or indirectly (e.g., costs through increases in taxes or impacts to other financial subsidies such as affordable housing allowances). Additionally, the application will be evaluated on the quality and extent of the plan to deliver equivalent household savings for projects serving households without individual electricity bills (e.g., master-metered, multi-family buildings)—specifically, how the program will ensure households receive a financial or equivalent non-financial benefit of 20% or greater of the average household’s annual electricity expenditure; financial and equivalent non-financial benefit examples are described in recent guidance from [U.S. Department of Housing and Urban Development](#). If the household saving figure included in the financial assistance model is an estimate, the application will be evaluated on the extent and quality of the plan to refine the estimated amount of savings a program beneficiary will receive from the program annually, including considering what data is required to better refine the estimate. If further refinement of the household savings figure included in the financial assistance model is not required, the application will be evaluated on the quality of the assumptions and data used to calculate the amount of savings a program beneficiary will receive from the program annually. **(10 points)**
- Justifies how the program strategy for financial assistance and project-deployment technical assistance detailed later in the Program Narrative will increase low-income and disadvantaged households’ access to solar through financial assistance and deployment options. Applicants may reference other sections of the Program Narrative to support these assertions. **(5 points)**
- Describes how the program will deliver energy resilience and grid benefits by creating capacity that can deliver electricity to low-income and disadvantaged households and/or critical facilities in low-income and disadvantaged communities in the event of

a grid outage. Applicants may reference how the Financial Assistance Strategy for solar and storage achieves this meaningful benefit. **(5 points)** *(Note: this criteria point complements the criteria point on associated storage in the Financial Assistance Strategy. This criteria point asks applicants how projects funded by the program will support resilience as an overarching program goal, whereas the Financial Assistance Strategy asks how applicants will make decisions about when and how to use financial assistance to invest in associated storage.)*

- Commits to maximizing household and community ownership models and includes a plan to support low-income and disadvantaged households and communities building equity in projects. If community ownership is not being proposed, applicants will be evaluated on the quality to which they justify why the program will be unable to facilitate community ownership models. **(5 points)**
- States a plan for investing in jobs and businesses in low-income and disadvantaged communities through program operations. The application will be evaluated on the extent to which it details a plan to invest in minority- and women-owned businesses as well as historically underutilized business zones (as defined by the U.S. Small Business Administration’s “[HUBZone](#)” program). Additionally, the application will be evaluated on the quality and extent of the program’s commitment to job quality and expanding opportunities for workers from underserved communities in the use of grant funds for solar projects. The application will be evaluated on the extent and quality of the program’s plans, policies, procedures, and concrete goals to work with labor unions, developers, contractors, and other partners that are committed to “high road” labor practices, including providing family-sustaining benefits, predictable work schedules, retirement contributions, safe working conditions, the free and fair choice to join a union, providing supportive services for those who need them, and other characteristics of a good job as discussed in [Appendix E: Equitable Workforce Development and Job Quality](#). The application will be evaluated on the extent and quality of the plan to use Registered Apprenticeship labor on projects to grow the skilled workforce and promote job quality. The application will be evaluated on the extent and quality of the program’s commitment to workers’ free and fair choice to collectively bargain and join a union, such as requiring participating contractors to commit to remaining neutral in union organizing and operations and encouraging the use of Project Labor Agreements when appropriate. The application will be evaluated on the extent the plan is supported by letters of support from quality partners (e.g., labor unions, employers, industry associations, worker centers) in Attachment I of the application. **(5 points)** *(Note: this criteria point complements the criteria point on workforce development strategies in the Project-Deployment Technical Assistance strategy. This criteria point asks applicants how projects funded by the program will support jobs and businesses in low income and disadvantaged communities, whereas the Project-Deployment Technical Assistance strategy asks how applicants will invest in workforce development services as part of the technical assistance services the program provides. The strategy for supporting jobs and businesses in low income and disadvantaged communities may*

include hiring workers trained by the workforce development services explained in the Project-Deployment Technical Strategy).

3. Distributed Solar Market Strategy (30 points total): Each application will be evaluated on the extent to which it identifies and addresses barriers to low-income and disadvantaged community residential distributed solar deployment in relevant power market structures. The application will be evaluated on the extent to which the plans described below are supported with statements of support from governors' offices, public utility commissions, and other energy market stakeholders in the geography the applicant is applying to serve, as included in Attachment J of the application. Specifically, EPA will evaluate the extent and quality to which the application:

- Describes the net metering policies, including net metering caps, in the program's geography and how supportive those policies are to residential distributed solar deployment. If net metering policies are a barrier to residential distributed solar deployment, the application will be evaluated on the quality and extent of the plan to address this barrier. If net metering policies are supportive of residential distributed solar deployment, the application will be evaluated on the extent to which it justifies why net metering is not a barrier and proposes a plan to maximize and leverage these policies. **(6 points)**
- Describes the third-party ownership policies in the geography and how supportive those policies are to residential distributed solar deployment and delivering meaningful benefits—specifically community ownership benefits—to low-income and disadvantaged communities and households. If third-party ownership policies are a barrier to communities deploying and benefiting from distributed residential solar, the application will be evaluated on the extent and quality of the plan to address these barriers. If third-party ownership policies are not a barrier to deployment, the application will be evaluated on the extent to which it justifies why this is not a barrier and proposes a plan to maximize and leverage these policies. **(5 points)**
- Describes barriers to distributed solar deployment from interconnection processes (e.g., excessive fees, limited transparency in processes and timelines) in the geography and describes a reasonable plan to address these barriers. If this barrier is not applicable to the geography, the application will be evaluated on the extent to which it justifies why this is not a barrier and proposes a plan to maximize and leverage these policies. **(5 points)**
- Describes the plan to maximize and leverage relevant enabling renewable portfolio standard (RPS) mandates in the geography the program will operate to support distributed solar deployment. If the geography does not have a RPS, the application will be evaluated on the extent and quality of the plan to address this barrier. **(5 points)**
- Describes the geography's enabling regulatory frameworks that support community solar deployment, specifically, whether the geography has adequate deployment caps and/or carveouts to support the Solar for All deployment targets stated in Section 1.1

Impact Assessment; allows for consolidated billing; and values power generation from community solar at or close to retail rates and/or represents a healthy net metering market. If the geography does not have adequate regulatory frameworks for community solar, the application will be evaluated on the extent to which it describes a reasonable plan to address this barrier. If enabling community solar policies are not relevant for the application because the proposed program will only deploy residential rooftop solar, the application should state that this is not applicable. *If not applicable, the application will receive a neutral score for this criterion. (4 points)*

- Describes a plan to ensure the program will maximize deployment breadth and diversity across the geography, despite jurisdictional differences between different utility territories and/or regulatory jurisdictions in the geography the application proposes to serve. If none exist, the application will be evaluated on how well it demonstrates that there are no major regulatory differences across jurisdictions that will impact distributed solar deployment. **(5 points)**

4. Financial Assistance Strategy (30 points total): Each application will be evaluated on whether the proposed financial assistance model is efficient, leverages other funds to the greatest extent possible, and maximizes solar deployment. Specifically, EPA will evaluate the extent and quality to which the application:

- Details a reasonable financial assistance strategy that includes defining the type and size of the subsidy and/or other financial assistance strategy for all the technologies the program will fund (i.e., residential rooftop solar, residential-serving community solar, and/or associated storage). The financial assistance model will be evaluated on the quality of the plan to maximize the number of households benefitting from the program relative to the amount of award funds. The application will be evaluated on the extent and quality of the program's proposed targets for deployment of residential rooftop solar and residential-serving community solar and the justification that these targets are appropriate given the characteristics and needs of the communities (e.g., building stock, cost of electricity, homeownership ratios) the program will serve. **(10 points)**
- Ensures that the Solar for All financial assistance strategy proposed in the application complements, and does not duplicate, existing sources of capital and financial assistance; is designed to ensure program longevity and market transformation beyond the program period detailed in this application; plans to leverage innovative financing structures such as renewable energy credits, tax credits, debt financing, leases, power purchase agreements, other third-party ownership options, revolving loan programs, green bonds, guarantees, or other financing products; and includes a strategy to engage with other capital providers to maximize deployment including supporting other public (including the National Clean Investment Fund and the Clean Communities Investment Accelerator) and private sources of capital. **(10 points)**
- Details reasonable criteria for when the program will provide financial assistance for associated storage and enabling upgrades that maximizes residential distributed solar capacity deployment, households served by the program, and meaningful benefits. In

regard to the associated storage plan, the application will be evaluated on the quality and extent to which it details prudent criteria for deciding which projects receive financial assistance for storage and includes reasonable deployment targets for residential storage. In regard to the enabling upgrades plan, the application will be evaluated on the quality and extent to which it presents a prudent strategy for using financial assistance for enabling upgrades (which the applicant may define for the program) to address barriers that reduce the deployment of residential and residential-serving community solar, such as roof upgrades; energy efficiency; behind-the-meter electrical upgrades; and distribution and transmission infrastructure investment that must be borne by the project (i.e., is not rate-based or part of planned capital improvement by a utility). The application will be evaluated on the plan to ensure financial assistance for enabling upgrades are spent judiciously, ensuring that no more than 20% of total financial assistance distributed for the lifetime of the program is used for enabling upgrades. The application will be evaluated on the quality of the plan to ensure the program does not use these funds on costs that could be supported by other sources of capital including other assistance programs at the federal, state, and local level, as well as a plan to refer customers to DOE's [Weatherization Assistance Program](#) (WAP), or other local, state, and federal programs for energy efficiency financial assistance. **(5 points)**

- Considers the long-term impacts of program financial assistance. The application will be evaluated on the quality and extent of the plan to integrate housing affordability considerations into the program operations, including but not limited to policies that maintain affordability of existing housing stock, anti-displacement policies, and policies that prevent rapid cost increases for low-income and disadvantaged households and communities. Additionally, the application will be evaluated on the quality and extent of the plan to supporting operations, maintenance, and recycling of the assets funded under the program for the lifetime of the assets (i.e., approximately 20 years), including ensuring maximum energy output of the assets and conducting audits of assets to ensure operations and maintenance is performed. **(5 points)**

5. Project-Deployment Technical Assistance Strategy (20 points total): Each application will be evaluated on the plan to address the market barriers defined in Section 1.1: Impact Assessment of the Program Narrative with project-deployment technical assistance. This project-deployment technical assistance includes services defined in [Section I.D: Competition Terminology](#). Specifically, EPA will evaluate the extent and quality to which the application:

- Details a robust plan to invest in the skilled workforce needed to deploy solar, including expanding participation from workers in low-income and disadvantaged communities in the solar industry. The application will be evaluated on the quality and extent of the plan to train and place workers in high-quality, long-term careers through high road, worker-centered workforce training models, including one or more Registered Apprenticeship programs, pre-apprenticeship (apprenticeship readiness) programs affiliated with Registered Apprenticeship programs, Labor-Management Training

Partnerships or other union-affiliated training programs, and training programs in partnership with local community colleges or Minority Serving Institutions. The application will be evaluated on the quality and extent of the plan to recruit and retain participants from low-income and disadvantaged communities, including how those participants will be supported with wrap-around supportive services (e.g., childcare, transportation), case management, and on-the-job support and mentorship. The application will be evaluated on the extent the plan is supported by letters of support from quality partners (e.g., State workforce board and/or State department of labor, community colleges, labor unions, community-based organizations) in Attachment K of the application. **(10 points)**

- Describes a robust plan to provide solar developers and communities with technical assistance to address interconnection challenges, including detailing what interconnection challenges can and cannot be addressed by the program; explaining a plan for how the program will provide support to stakeholders to address these challenges (e.g., using DOE’s [i2X Technical Assistance](#) program); and describing a plan to partner with utilities and create efficiencies for program deployment. **(5 points)**
- Describes a robust plan to ensure projects funded under the program are efficiently deployed and resilient by providing solar developers and communities with technical assistance for project siting, land-use, permitting, building codes, inspection, and quality control. To ensure projects are efficiently sited and permitted, the applicant will be evaluated on the extent and quality of the plan to provide technical assistance to stakeholders on engaging with utilities on project siting; leveraging community benefits agreements; considering land use planning and zoning requirements that impact siting strategy; incorporating climate hazards (e.g., flood zones, wildfire risks) into siting strategy; committing to protecting critical pollinator habitats, greenspace, wetlands, and productive farmland; adopting agrivoltaics in siting strategy if relevant; using remediated brownfields for project siting; managing permitting processes and challenges; and adopting existing technical assistance tools such as DOE/NREL’s [SolarAPP+](#), [SolSmart](#) and/or similar technical assistance programs or strategies. To ensure projects are efficiently and soundly built, the application will be evaluated on the quality and extent of the plan to provide technical assistance to solar stakeholders on meeting the most current, broadly accepted consensus-based building codes and standards; ensuring projects are resilient to any relevant physical climate hazards; and incorporating robust post-construction inspection and quality control processes. **(5 points)**

6. **Equitable Access and Meaningful Involvement Plan (30 points total):** Each application will be evaluated on the extent and quality of the plan to ensure the program maximizes access to the program for low-income and disadvantaged communities. The application will be evaluated on the extent to which the plans described below are supported with statements of support from community-based organization, labor partners, and other potential program partners in Attachment L of the application. Specifically, EPA will evaluate the extent and quality to which the application:

- Commits to maximizing the breadth and diversity of communities served in the geography while prioritizing serving the most disadvantaged and low-income households in the communities the program is designed to serve. The application will be evaluated on the extent and quality of the plan to ensure the program serves all types of communities and households, including rural, suburban, and urban communities; traditional energy communities; communities with limited English proficiency; as well as households who do not own their property, including owners of manufactured homes on leased sites, and households who do not have space for residential rooftop solar. If the application is for award option #1 and there are American Indian and Alaska Native communities in the state or territory the program will operate in, the application will be evaluated on the extent and quality of the plan to serve these communities. If the program will not serve one or more of these types of communities, the application will be evaluated on the quality of the rationale for why. **(10 points)**
- Details a robust plan for participatory governance—formalized structures for communities to be involved in the design and decision-making of the program. The application will be evaluated on the extent and quality of the plan to develop meaningful partnerships with community-based organizations that reflect the communities the program intends to benefit and are designed to reach the most disadvantaged or historically marginalized communities. If the application is serving American Indian and Alaska Native Communities, the application will be evaluated on the quality and extent of the plan to meaningfully involve American Indian and Alaska Native Communities in program planning and operations. **(10 points)**
- Plans to meaningfully engage with Solar for All stakeholders including education, outreach, and community engagement. The application will be evaluated on the quality of the plan to collaborate with trusted community-based organizations and ensure the program effectively engages with all communities, such as communities with limited English proficiency by creating culturally appropriate materials and via diverse channels (e.g., online, in-person, paper messaging). **(5 points)**
- Explains a robust strategy for customer acquisition and management for the program. The strategy for customer acquisition will be evaluated on the extent to which it plans to use partnerships with community-based organizations to acquire customers and plans to coordinate with existing need-based federal, state, Tribal, or utility assistance programs (e.g., [WAP](#), [SNAP](#), [TANF](#), [Lifeline](#), [LIHEAP](#)) to leverage complementary resources and acquire customers. To reduce risk from fraud and waste, the application will be evaluated on the extent and quality to which the program plans to perform robust income verification above and beyond attestation—such as categorical eligibility; the forthcoming DOE and HHS [Community Solar Subscription Tool](#); or a similar tool/strategy, while minimizing burdens on households. Categorical eligibility consists of obtaining proof of household participation in a needs-based Federal, State, Tribal, or utility assistance program with income limits at or below the qualifying income level for the program. **(5 points)**

7. Program Planning Timeline and Workplan Narrative (15 points total): Each application will be evaluated on the extent and quality of the plan to implement the program described in the Program Narrative Sections 1.2 through 1.6 to achieve the impact targets defined in Section 1.1. The application will be evaluated on the extent and quality of both the narrative as described below as well as the supporting Program Planning Timeline and Workplan in Attachment D (as described in [Section IV.B: Application Materials](#)). EPA has included an optional template Program Planning Timeline and Workplan in Excel on epa.gov/GGRF. Applicants may use this template as Attachment D. Applicants will not be penalized for not using this template. Specifically, EPA will evaluate the extent and quality to which the application:

- Plans on refining the program plan as detailed in an implementation timeline narrative with clear and reasonable milestones for developing the Solar for All program, ensuring the program completes the program planning stage and begins deploying financial assistance to solar projects within one year of the award and expends all funds within five years of the award. The application will be evaluated on the extent to which the implementation timeline narrative includes reasonable steps for planning and implementing the Meaningful Benefits Plan (Section 1.2), Distributed Solar Market Strategy (Section 1.3), the Financial Assistance Strategy (Section 1.4), the Project-Deployment Technical Assistance Strategy (Section 1.5), and the Equitable Access and Meaningful Involvement Plan (Section 1.6). The application will be evaluated on the quality and extent of the plan to dedicate program planning capacity to incorporate forthcoming EPA guidance on how and when to apply Build America, Buy America and Davis-Bacon Act prevailing wage requirements to Solar for All program operations. See [Section VI.B: Administrative and National Policy Requirements](#) for more information about these requirements. **(5 points)**
- Coordinates with relevant stakeholders and partners including local and/or state governments, utilities, community-based organizations, state-level assistance programs, labor organizations, and other stakeholders referenced in Sections 1.2 through 1.6, as evidenced by including coordination milestones and steps in the planning phase of the workplan. **(5 points)**
- Commits to adopting residential rooftop and residential-serving community solar best practices by planning to leverage existing technical assistance tools and resources for program planning. The application will be evaluated on the extent and quality of the plan to refine elements of the program plan in the application, which may need to be improved or further detailed with analysis, data, or support from solar industry experts and tools. If no assistance is needed for program planning, the application will be evaluated on the quality of the justification for why the program does not need technical assistance for program planning. **(5 points)**

Applicants should attach the Program Planning Timeline and Workplan as Attachment D to their application so it will not count against the 40-page Program Narrative limit. However, the Program Planning Timeline and Workplan Narrative should be included in the body of the 40-page Program Narrative and provide clear, explanatory detail about how the program will

be implemented efficiently and effectively to achieve the program objectives and impact targets detailed in 1.1 Impact Assessment of the Program Narrative.

2. Program Administration Narrative (50 points total): Each application will be evaluated on the extent to which it will deploy and manage funds efficiently, responsibly, and transparently.

1. Budget Narrative (15 points total): Each application will be evaluated based on the quality of the description of the budget included in SF-424A as well as the extent and quality of the itemized Budget Table in Attachment E of the application. EPA has provided an optional detailed Budget Table template in Excel available for download on epa.gov/GGRF. Applicants that do not use this template will not be penalized. Specifically, EPA will evaluate the extent and quality to which the application:

- Demonstrates the procedures and controls for ensuring that awarded grant funds will be expended in a timely and efficient manner and explains how the program costs are cost-effective, allowable, and reasonable to accomplish the proposed program plan. An application for award option #1 or #3 will be evaluated on the extent to which it will use 75% or more of requested funds (both direct costs and the indirect costs charged to direct costs attributable to financial assistance activities) on financial assistance for projects; an application to award option #2, will be evaluated on the extent to which it will use 65% or more of requested funds (both direct costs and the indirect costs charged to direct costs attributable to financial assistance activities) on financial assistance for projects. **(10 points)**
- Demonstrates that the budget is efficient in the detailed Budget Table, which breaks up costs in the proper budget category for each activity for which the application is requesting funding, in Attachment E of the application. **(5 points)**

Applicants should attach the itemized Budget Table as Attachment E to their application so it will not count against the 40-page Program Narrative limit. However, the Budget Narrative should be included in the body of the 40-page Program Narrative and provide clear, explanatory detail about the itemized costs in the attached Budget Table. Both the Budget Table and Budget Narrative should be specific and clear.

2. Fiscal Stewardship (20 points total): Each application will be evaluated on the quality of program controls to manage taxpayer dollars ethically and efficiently as well as the policies and controls for program oversight. Specifically, EPA will evaluate the extent and quality to which the application:

- Commits to reducing waste, fraud, and abuse by including plans and policies for program oversight, including confidential reporting (e.g., whistleblower protections) and managing conflicts of interest. The application will be evaluated on the extent and quality of the plan to comply with requirements in 2 CFR § 200.303 and 2 CFR § 200.332(b) and (d) if the applicant intends to provide subawards to eligible subrecipients. **(10 points)**

- Invests in consumer protection, including a plan explaining how program partners and entities that directly interact, transact, or contract with consumers as part of the program, such as through the sales and marketing of solar products or services, and consumer purchasing, leasing and financing (including Property Assessed Clean Energy (PACE) financing), will comply with applicable consumer protection laws, including the consumer protection laws in the jurisdiction(s) the program will serve, in addition to federal consumer protection and consumer financial laws, such as laws prohibiting unfair, deceptive, and abusive practices (e.g., the Federal Trade Commission Act (15 U.S.C. § 45), Consumer Financial Protection Act (12 U.S.C. § 5536), Fair Debt Collection Practices Act (15 U.S. Code § 1692e), and Regulation Z (12 CFR § 1026) which requires the disclosure of terms and cost of consumer credit and offers substantive protections to people who use consumer credit). The application will also be evaluated on the extent and quality of the plan to screen entities that will directly interact, transact, or contract with consumers in the program and ensure consumers are not charged illegal upfront or cancellation fees; experience transparent and verifiable subscription payment, where applicable, and billing processes; and have accessibility if they have limited English proficiency, in compliance with [Executive Order 13166 \(Improving Access to Services for Persons with Limited English Proficiency\)](#). The application will also be evaluated based on the extent and quality of the plan to actively combat residential rooftop and residential-serving community solar predatory lending activities, which potentially exist in the geography the applicant proposes to serve. **(7 points)**
 - Incorporates guardrails to ensure household savings materialize for program beneficiaries by performing audits or spot-checks of bills. **(3 points)**
- 3. Reporting Plan (15 points total):** Each application will be evaluated on the extent and quality of the plan to execute the anticipated reporting requirement described in [Section VI.C: Program Performance Reporting Requirements](#). Specifically, EPA will evaluate the extent and quality to which the application:
- Invests program capacity in performing program evidence and evaluation activities and details a plan to publish data, evidence, and evaluation reports publicly during the program lifetime. Please see [Section VI.C: Program Performance Reporting Requirements](#) and [ORDER 1000.33 03/25/2022 U.S. Environmental Protection Agency Policy for Evaluations and Other Evidence-Building Activities](#) for additional information on evidence and evaluation requirements. **(10 points)**
 - Demonstrates an understanding of the award reporting requirements, a plan to execute on the reporting requirements, and the capacity to execute on those reporting requirements. **(5 points)**
- 3. Programmatic Capabilities and Environmental Results Past Performance (20 points total):** Each applicant will be evaluated based on their ability to successfully complete and manage the proposed program plan considering their past performance. Applicants will be

evaluated based on their ability to successfully complete and manage the proposed program considering their:

- Past performance in successfully completing and managing the assistance agreements identified in response to [Section IV.C: Content of Application Submission](#), Section 3 Programmatic Capabilities and Environmental Results Past Performance of this NOFO (the applicant will have addressed this information in Attachment F of their application). Demonstrates past performance in successfully completing and managing the assistance agreements identified in response to [Section IV.C: Content of Application Submission](#), Section 3 Programmatic Capabilities and Environmental Results Past Performance of the NOFO. **(6 points)**
- History of meeting the reporting requirements under the assistance agreements identified in response to [Section IV.C: Content of Application Submission](#), Section 3 Programmatic Capabilities and Environmental Results Past Performance of this NOFO, (the applicant will have addressed this information in Attachment F, of their application) including whether the applicant submitted acceptable final technical reports under those agreements and the extent to which the applicant adequately and timely reported on their progress towards achieving the expected outputs and outcomes under those agreements and, if such progress was not being made, whether the applicant adequately reported why not. **(6 points)**
- Organizational experience and a plan for timely and successfully achieving the objective of the proposed program. **(4 points)**
- Staff expertise/qualifications, staff knowledge, and resources or the ability to obtain them, to successfully achieve the goals of the proposed program. **(4 points)**

Note: In evaluating applicants under the first two factors, EPA will consider the information provided in the application and may also consider relevant information from other sources, including information from EPA files and from current/prior grantors (e.g., to verify and/or supplement the information provided by the applicant). If you do not have any relevant or available past performance or past reporting information, please indicate this in the application and you will receive a neutral score for these factors (a neutral score is half of the total points available in a subset of possible points). If you do not provide any response, you may receive a score of 0.

B. Review and Selection Process

Applications will be reviewed and scored under the following process:

- 1. Threshold Eligibility Review Process:** All applications will be evaluated for eligibility using the threshold eligibility criteria described in [Section III.C: Threshold Eligibility Criteria](#).
- 2. Review Panel and Evaluation Process:** Review panel(s) will review, score, and rank all eligible applications that pass the threshold eligibility review based on the merit evaluation criteria listed above. Applicants will be ranked in three separate ranking lists based on

award option. The review panel(s) will include EPA staff and may also include staff from other federal agencies and external subject matter experts who are free from any actual or apparent conflicts of interest.

- 3. Final Selection Process and Other Factors:** The review panel will present final rankings and selection recommendations to the Selection Official, who will then make the final selections for awards. Selections will be made to maximize geographic coverage across all three award options.

In addition to this information, the Selection Official may also consider any of the following “other factors” in making final selection decisions from among the high-ranking applications, including GGRF program objectives; EPA strategic goals and objectives; availability of funds. The Selection Official may also consider the “other factors” across the multiple ranking lists described above.

- 4. Anticipated Announcement and Federal Award Date:** EPA anticipates it will announce selection decisions in March 2024 and tentatively plans to issue awards by July 2024.

Section VI. Award Administration Information

Note: Additional provisions that apply to this section can be found at [EPA Solicitation Clauses](#).

A. Award Notification

EPA anticipates notification of selected applicants will be made via electronic mail by the end of March 2024, with awards tentatively planned to be issued by July 2024. The notification will be sent to the original signer of the application or the contact listed in the application. This notification, which informs the applicant that its application has been selected and is being recommended for award, is not an authorization to begin work. The official notification of an award will be made by the appropriate EPA Award Official. Applicants are cautioned that only a grants officer is authorized to bind the Government to the expenditure of funds; selection does not guarantee an award will be made. For example, statutory authorization, funding or other issues discovered during the award process may affect the ability of EPA to make an award to an applicant. The award notice, signed by an EPA grants officer, is the authorizing document and will be provided through electronic mail. The successful applicant may be requested to prepare and submit additional documents and forms that must be approved by EPA before the grant can officially be awarded. The time between notification of selection and award of a grant can take up to 90 days or longer.

Administrative and Programmatic Capability Assessment: Non-profit applicants that are recommended for funding under this announcement are subject to pre-award administrative capability reviews consistent with Section 8b, 8c, and 9d of EPA Order 5700.8: [EPA's Policy on Assessing Capabilities of Non-Profit Applicants for Managing Assistance Awards](#). In addition, non-profit applicants selected for awards over \$200,000 may be required to fill out and submit to the EPA Grants Management Office EPA Form 6600.09, United States Environmental Protection Agency Administrative Capability Questionnaire with supporting documents as required in EPA Order 5700.8.

B. Administrative and National Policy Requirements

The grantee will be subject to administrative and national policy requirements. Note that EPA plans to establish programmatic requirements in the terms and conditions of the grant award to implement these administrative and national policy requirements, which will include but not be limited to the below policies.

- **Build America, Buy America Act (BABA):** Certain projects under this competition are subject to the Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA)(P.L. 117-58, §§70911-70917) that apply when using Federal funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States. The Buy America preference requirement applies to all the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award for identified EPA financial assistance funding programs. Please consider this information when preparing budget information. EPA will provide further guidance on which projects are subject to BABA provisions and will work

with grantees to support implementation as necessary, as applicants comply with applicable Buy America preference requirements or apply for a [waiver](#) for each infrastructure project.

- **Davis-Bacon and Related Acts (DBRA):** The Davis-Bacon Act (42 USC §§3141-3144)(DBA) sets out labor standards, including prevailing wages and fringe benefits, and applies to most federally funded contracts for construction of public works. The DBA labor standards and reporting requirements also apply to projects assisted with grants authorized by the Clean Air Act as provided in Section 314 of the Clean Air Act (DBRA)(42 USC §7614). A term and condition specifying DBRA compliance requirements will be included in the grant agreement.
- **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA):** The URA applies to acquisitions of property and displacements of individuals and businesses that result from federally assisted programs. The URA and Federal Highway Administration’s implementing regulations at 49 CFR § 24 require grantees to follow certain procedures for acquiring property for grant purposes, such as notice, negotiation, and appraisal requirements. The statute and regulations also contain requirements for carrying out relocations of displaced persons and businesses, such as reimbursement requirements for moving expenses and standards for replacement housing. A term and condition specifying URA compliance requirements will be included in the grant agreement.
- **National Historic Preservation Act (NHPA):** Section 106 of the NHPA requires all federal agencies to consider the effects of their undertakings, including the act of awarding a grant agreement, on historic properties. If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs. A term and condition specifying NHPA compliance requirements will be included in the grant agreement.
- **Justice40 Initiative:** The Justice40 Initiative directs that EPA track and measure program benefits, setting the goal that at least 40% of the overall benefits from certain federal investments in climate, clean energy and other areas flow to disadvantaged communities. The Greenhouse Gas Reduction Fund is a covered program under the Justice40 Initiative.

Note that Section 7(c) of the Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. § 793(c)(1)) exempts all actions under the Clean Air Act from the requirements of NEPA. This Section states: “No action taken under the Clean Air Act shall be deemed a major federal action significantly affecting the quality of the human environment within the meaning of the National Environmental Policy Act of 1969.” Therefore, as a grant program authorized under the Clean Air Act, NEPA will not apply to projects funded under Solar for All.

C. Program Performance Reporting Requirements

In accordance with 2 CFR § 200.329, the grantee will be subject to program performance reporting requirements. Reporting requirements during the period of performance will be established in the

grant's terms and conditions, and reporting requirements after the period of performance will be established in the Closeout Agreement. EPA plans to provide reporting templates to assist grantees with compliance against select program performance requirements. **Note that EPA will only collect reporting information from the grantee (rather than from any subrecipients), but the grantee may be required to collect reporting information from subrecipients.**

The grantee will be required to submit annual reports throughout the lifetime of the program within 30 days of the end of each reporting period, as well as a final program report, within 120 days after the end of the project period. EPA will use information from these reports as part of program-wide public reporting, except to the extent such information includes confidential business information (CBI) or personally identifiable information (PII) pursuant to 2 CFR § 200.338. These reporting requirements include requirements detailed in [Section I.H: Measuring and Reporting Environmental Results](#).²⁷ Included below is illustrative information that EPA expects to require in these reports.

Category	Example metrics and reports ²⁸
Program activities	<ul style="list-style-type: none"> • Grant funds deployed, by type of cost (financial assistance, technical assistance, program administration) (\$) • Funds for financial assistance deployed, by geography, type of cost (solar, storage, and enabling upgrades), type of financial assistance (e.g., subsidy, loans), type of project, type of technology (\$) • Funds for technical assistance deployed, by geography, type of cost (solar, storage, and enabling upgrades), type of financial assistance (e.g., subsidy, loans), type of project, type of technology (\$) • Findings from evidence building activities on program operations, impact, outcomes including but not limited to program evaluation reports, in adherence with ORDER 1000.33 03/25/2022 U.S. Environmental Protection Agency Policy for Evaluations and Other Evidence-Building Activities, including timely publication of findings • Reports on program feedback from all stakeholders participating in the program including community-based organizations, households served, workers trained, contractors, etc.
Climate and air pollution benefits	<ul style="list-style-type: none"> • Number of projects financed by geography and type of project (residential rooftop solar, residential-serving community solar) (#) • Solar capacity installed by geography and type of project (MW) • Storage capacity installed by geography, type of project (MWh)

²⁷ Information claimed as CBI in accordance with this Notice will be disclosed only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

²⁸ EPA will work with recipients to develop a standardize methodology for measuring and estimating outcome metrics which may include standardized equations, tools such as [EPA's Avoided Emissions and Generation Tool \(AVERT\)](#), and standardized assumption sources.

	<ul style="list-style-type: none"> • Clean energy generation by geography, type of project, and technology (MWh) • Greenhouse gas emissions reduced and avoided by geography and type of project (tons CO₂e) • Other air pollution reduced and avoided by geography and type of project (tons other air pollutants such as particulate matter, nitrogen dioxide, ozone, etc.)
Equity and community benefits	<ul style="list-style-type: none"> • Number of households benefitting from projects by geography and type of project (#) • Amount of household savings delivered by geography and type of project (\$) • Workers trained by workforce development programs by geography (#) and their starting wages and benefits (\$) • Projects executed using tools to promote good jobs and community benefits (e.g., Community Workforce Agreement, Community Benefits Agreement, Project Labor Agreement) by geography, project-type (#) • Investments in or in partnership with women- and minority-owned businesses by geography, type of engagement (e.g., investment in a business, partnership on a deal, procurement of services), type of project (# of businesses engaged), (\$ of procurement costs) • Number of households with resiliency benefits by geography (#) • Clean energy capacity owned by communities in direct ownership models by geography, type of project, type of community owner (household, community-based organization) and technology (MW, MWh) • Number of solar jobs created by geography (#) • Reduced disparities in energy burden between low-income and non-low-income households by geography (\$) • Increased wages for individuals working in solar energy by geography (%)

Market transformation	<ul style="list-style-type: none"> • Grant funds deployed by type of cost (financial assistance, technical assistance, program administration) (\$) • Financial assistance deployed by geography, type of cost (solar, storage, and enabling upgrades), type of financial assistance (e.g., subsidy, loans), type of project, type of technology (\$) • Total private sector financing mobilized, alongside projects funded directly by Solar for All by geography, type of project (\$) • Number of community-based organizations engaged by Solar for All services (e.g., technical assistance programs for solar deployment, education programs) by geography (#) • Financial assistance deployed to consumers with limited credit history by geography, type of financial assistance, type of project, type of technology (\$) • Changes in net metering caps by geography by type of project (MW, %) • Changes in interconnection timelines by geography (days) • Changes in Solar Renewable Energy Credit (SREC) values by geography (\$) • Distributed clean energy capacity deployed benefitting communities <u>not</u> directly financed by Solar for All by geography, type of project, type of technology, recipient-type (households, community-serving institutions), type of community (low-income and disadvantaged communities, other communities) (MW, MWh) • Capital deployed to finance distributed clean energy capacity <u>not</u> directly financed by Solar for All by geography, type of project, type of technology, recipient-type (households, community-serving institutions), type of community (low-income and disadvantaged communities, other communities) (\$)
------------------------------	---

D. Administrative Reporting Requirements

The grantee will be subject to several administrative reporting requirements, which will be included in the grant's terms and conditions ([example of general terms and conditions included on EPA's website](#)). These requirements will include, but not be limited to the below reports.

- **Federal Financial Report:** In accordance with 2 CFR § 200.328 and 2 CFR § 200.344, the grantee must submit the Federal Financial Report ([SF-425](#)) at least annually and no more frequently than quarterly. The frequency of reporting and report submission instructions will be specified in the terms and conditions.
- **Single Audit:** In accordance with 2 CFR § 200.501(a), the grantee will be required to obtain a single audit from an independent auditor, if their organization expends \$750,000

or more in total federal funds. The recipient must submit the form SF-SAC and a Single Audit Report Package within nine months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facides.census.gov>.

- **Financial Records Retention:** In accordance with 2 CFR § 200.334, the grantee will be required to retain financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to the grant award for a period of three years from the date of submission of the final expenditure report.
- **MBE/WBE Utilization:** When required, the grantee must complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report ([EPA Form 5700-52A](#)) on an annual basis.
- **Real Property Status Report:** In accordance with 2 CFR § 200.329, the grantee must submit a "Real Property Status Report" ([SF-429](#)) to report real property status or request agency instructions on real property that was/will be provided as Government Furnished Property (GFP) or acquired (i.e. purchased or constructed) in whole or in part under a federal financial assistance award.

E. Remedies for Non-Compliance

In accordance with 2 CFR § 200.208, 2 CFR § 200.339, and 2 CFR § 200.340, EPA is provided authority for multiple potential responses if a grantee violates the terms of the grant agreement.

Section VII. Contact Information

Further information, if needed, may be obtained by emailing ggrf@epa.gov. Information regarding this funding opportunity obtained from sources other than the EPA may not be accurate.

Appendix A. Grants.gov Application Submission Instructions

A. Requirement to Submit through Grants.gov and Limited Exception Procedures

Applicants must apply electronically through [Grants.gov](https://www.grants.gov) under this funding opportunity based on the grants.gov instructions in this announcement. If your organization has no access to the internet or access is very limited, you may request an exception for the remainder of this calendar year by following the procedures outlined [here](#). Please note that your request must be received at least 15 calendar days before the application due date to allow enough time to negotiate alternative submission methods. Issues with submissions with respect to this opportunity only are addressed in [Appendix A. Section C: Technical Issues with Submission](#) below.

B. Submission Instructions

1. SAM.gov (System for Award Management) Registration Instructions

Organizations applying to this funding opportunity must have an active SAM.gov registration. If you have never done business with the Federal Government, you will need to register your organization in SAM.gov. If you do not have a SAM.gov account, then you will create an account using login.gov¹ to complete your SAM.gov registration. SAM.gov registration is FREE. The process for entity registrations includes obtaining Unique Entity ID (UEI), a 12-character alphanumeric ID assigned an entity by SAM.gov, and requires assertions, representations and certifications, and other information about your organization. Please review the [Entity Registration Checklist](#) for details on this process.

If you have done business with the Federal Government previously, you can check your entity status using your government issued UEI to determine if your registration is active. SAM.gov requires you renew your registration every 365 days to keep it active.

Please note that SAM.gov registration is different than obtaining a UEI only. Obtaining an UEI only validates your organization's legal business name and address. Please review the [Frequently Asked Question](#) on the difference for additional details.

Organizations should ensure that their SAM.gov registration includes a current e-Business (EBiz) point of contact name and email address. The EBiz point of contact is critical for Grants.gov Registration and system functionality.

Contact the [Federal Service Desk](#) for help with your SAM.gov account, to resolve technical issues or chat with a help desk agent: (866) 606-8220. The Federal Service desk hours of operation are Monday – Friday 8am – 8pm ET.

2. Grants.gov Registration Instructions

Once your SAM.gov account is active, you must register in Grants.gov. Grants.gov will electronically receive your organization information, such as e-Business (EBiz) point of contact email address and UEI. Organizations applying to this funding opportunity must have an active Grants.gov registration. Grants.gov registration is FREE. If you have never applied for a federal grant before, please review the [Grants.gov Applicant](#)

[Registration](#) instructions. As part of the Grants.gov registration process, the Ebiz point of contact is the only person that can affiliate and assign applicant roles to members of an organization. In addition, at least one person must be assigned as an Authorized Organization Representative (AOR). Only person(s) with the AOR role can submit applications in Grants.gov. Please review the [Intro to Grants.gov-Understanding User Roles](#) and [Learning Workspace – User Roles and Workspace Actions](#) for details on this important process.

Please note that this process can take a month or more for new registrants. Applicants must ensure that all registration requirements are met in order to apply for this opportunity through Grants.gov and should ensure that all such requirements have been met well in advance of the application submission deadline.

Contact [Grants.gov](#) for assistance at 1-800-518-4726 or support@grants.gov to resolve technical issues with Grants.gov. Applicants who are outside the U.S. at the time of submittal and are not able to access the toll-free number may reach a Grants.gov representative by calling 606-545-5035. The Grants.gov Support Center is available 24 hours a day seven days a week, excluding federal holidays.

3. Application Submission Process

To begin the application process under this grant announcement, go to [Grants.gov](#) and click the red “Apply” button at the top of the view grant opportunity page associated with this opportunity.

The electronic submission of your application to this funding opportunity must be made by an official representative of your organization who is registered with Grants.gov and is authorized to sign applications for federal financial assistance. If the submit button is grayed out, it may be because you do not have the appropriate role to submit in your organization. Contact your organization’s EBiz point of contact or contact [Grants.gov](#) for assistance at 1-800-518-4726 or support@grants.gov.

Applicants need to ensure that the Authorized Organization Representative (AOR) who submits the application through Grants.gov and whose UEI is listed on the application is an AOR for the applicant listed on the application. Additionally, the UEI listed on the application must be registered to the applicant organization's SAM.gov account. If not, the application may be deemed ineligible.

4. Application Submission Deadline

Your organization's AOR must submit your complete application package electronically to EPA through [Grants.gov](#) no later than **September 26, 2023 11:59 PM ET**. Please allow for enough time to successfully submit your application and allow for unexpected errors that may require you to resubmit.

Applications submitted through Grants.gov will be time and date stamped electronically. Please note that successful submission of your application through Grants.gov does not necessarily mean your application is eligible for award. Any application submitted after the application deadline time and date deadline will be deemed ineligible and not be considered.

C. Technical Issues with Submission

If applicants experience technical issues during the submission of an application that they are unable to resolve, follow the below procedures **before** the application deadline date.

1. Contact Grants.gov Support Center **before** the application deadline date.
2. Document the Grants.gov ticket/case number.
3. Send an email with EPA-R-HQ-SFA-23-01 in the subject line to ggrf@epa.gov **before** the application deadline time and date. Applicants **must** include the following information.
 - Grants.gov ticket/case number(s)
 - Description of the issue
 - The entire application package in PDF format

Without this information, EPA may not be able to consider applications submitted outside of Grants.gov. Any application submitted after the application deadline time and date will be deemed ineligible and **not** be considered.

Please note that successful submission through Grants.gov or email does not necessarily mean your application is eligible for award.

EPA will make decisions concerning acceptance of each application submitted outside of Grants.gov on a case-by-case basis. EPA will only consider accepting applications that were unable to submit through Grants.gov due to [Grants.gov](https://www.grants.gov) or relevant [SAM.gov](https://www.sam.gov) system issues or for unforeseen exigent circumstances, such as extreme weather interfering with internet access. Failure of an applicant to submit prior to the application submission deadline date because they did not properly or timely register in SAM.gov or Grants.gov is not an acceptable reason to justify acceptance of an application outside of Grants.gov.

Appendix B. Program Budget

A. Guidance for Detailed Budget Table

The detailed Budget Table should be attached to the Program Narrative and does not count toward the maximum 40-page limit. Applicants should include applicable rows of costs for each budget category in their budget table to accurately reflect the proposed program budget. EPA provides detailed guidance on budget development in the [Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#), but applicants may use other forms as long as total costs per category (and specific descriptions of costs) are included and will not be penalized in the evaluation process.

Applicants must itemize costs related to personnel, fringe benefits, travel, equipment, installation or labor supplies, contractual costs, other direct costs (i.e., subawards, participant support costs), indirect costs, and total costs. Applicants should be aware that if their proposals include using Federal funds for a project that includes the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States, they must comply with the Build America, Buy America Term and Condition if they are selected for award. For applicants proposing to implement a participant support cost or rebate program, the rebates are appropriately listed under the Other budget category as “Participant Support Costs.” See [EPA Guidance on Participant Support Costs](#).

- **Personnel - List all staff positions by title. Give annual salary, percentage of time assigned to the program, and total cost for the budget period.** This category includes only direct costs for the salaries of those individuals who will perform work directly for the program (paid employees of the applicant organization as reflected in payroll tax records). If the applicant organization is including staff time (in-kind services) as a cost-share, this should be included as Personnel costs. Personnel costs do not include: (1) costs for services of contractors (including individual consultants), which are included in the “Contractual” category; (2) costs for employees of subrecipients under subawards or non-employee program participants (e.g., interns or volunteers), which are included in the “Other” category; or (3) effort that is not directly in support of the proposed program, which may be covered by the organization’s negotiated indirect cost rate. The budget detail must identify the personnel category type by Full Time Equivalent (FTE), including percentage of FTE for part-time employees, number of personnel proposed for each category, and the estimated funding amounts.
- **Fringe Benefits - Identify the percentage used, the basis for its computation, and the types of benefits included.** Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits may include, but are not limited to the cost of leave, employee insurance, pensions, and unemployment benefit plans. If the applicant’s fringe rate does not include the cost of leave, and the applicant intends to charge leave to the agreement, it must provide supplemental information describing its proposed method(s) for determining and equitably distributing these costs.

- **Travel - Specify the mileage, per diem, estimated number of trips in-state and out-of-state, number of travelers, and other costs for each type of travel.** Travel may be: integral to the purpose of the proposed program (e.g., inspections); related to proposed program activities (e.g., attendance at meetings); or to a technical training or workshop that supports effective implementation of the program activities. Only include travel costs for employees in the travel category. Travel costs do not include: (1) costs for travel of contractors (including consultants), which are included in the “Contractual” category; (2) travel costs for employees of subrecipients under subawards and non-employee program participants (e.g., trainees), which are included in the “Other” category. Further, travel does not include bus rentals for group trips, which would be covered under the contractual category. Finally, if the applicant intends to use any funds for travel outside the United States, it must be specifically identified. All proposed foreign travel must be approved by EPA’s Office of International and Tribal Affairs prior to being taken.
- **Equipment - Identify each item to be purchased which has an estimated acquisition cost of \$5,000 or more per unit and a useful life of more than one year.** Equipment also includes accessories necessary to make the equipment operational. Equipment does not include: (1) equipment planned to be leased/rented, including lease/purchase agreement; or (2) equipment service or maintenance contracts that are not included in the purchase price for the equipment. These types of proposed costs should be included in the “Other” category. Items with a unit cost of less than \$5,000 should be categorized as supplies, pursuant to 2 CFR §200.1, “Equipment.” The budget table must include an itemized listing of all equipment proposed under the program. If installation costs are included in the equipment costs, labor expenses shall be itemized with the detailed number of hours charged and the hourly wage. If the applicant has written procurement procedures that define a threshold for equipment costs that is lower than \$5,000, then that threshold takes precedence.
- **Supplies - Identify all tangible personal property other than “equipment” as “supplies.” The budget detail should identify categories of supplies to be procured (e.g., laboratory supplies or office supplies).** Non-tangible goods and services associated with supplies, such as printing service, photocopy services, and rental costs should be included in the “Other” category.
- **Contractual - Identify each proposed contract and specify its purpose and estimated cost.** Contractual services (including consultant services) are those services to be carried out by an individual or organization, other than the applicant, in the form of a procurement relationship. [EPA’s Subaward Policy](#) and supplemental frequently asked questions has detailed guidance available for differentiating between contractors and subrecipients. Leased or rented goods (equipment or supplies) should be included in the “Other” category. EPA does not require applicants to identify specific contractors. The applicant should list the proposed contract activities along with a brief description of the anticipated scope of work or services to be provided, proposed duration, and proposed procurement method (competitive or non-competitive), if known. Any proposed non-competed/sole-source contracts in excess of \$3,500 must include a justification. Note that it is unlikely that EPA will accept proposed sole source contracts for goods and services (e.g., consulting) that are

widely available in the commercial market. Refer to [EPA's Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) for EPA's policies on competitive procurements and encouraging the use of small and disadvantaged business enterprises.

- **Other - List each item in sufficient detail for EPA to determine the reasonableness and allowability of its cost.** This category should include only those types of direct costs that do not fit in any of the other budget categories. Examples of costs that may be in this category are: insurance; rental/lease of equipment or supplies; equipment service or maintenance contracts; printing or photocopying; participant support costs such as non-employee training stipends and travel, subsidies or rebates for purchases of pollution control equipment (such as a specified amount of funding for subsidies for solar projects); and subaward costs. Applicants should describe the items included in the "Other" category and include the estimated amount of participant support costs in a separate line item. Additional information about participant support costs is contained in [EPA Guidance on Participant Support Costs](#).

Subawards (e.g., subgrants) and participant support costs are a distinct type of cost under this category. The term "subaward" means an award of financial assistance (money or property) by any legal agreement made by the recipient to an eligible subrecipient even if the agreement is referred to as a contract. Rebates, subsidies, and similar one-time, lump-sum payments to program beneficiaries for purchase of eligible emission control technologies are considered participant support costs. "Other" does not include procurement purchases, technical assistance in the form of services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Subcontracts are not subawards and belong in the contractual category. Applicants must provide the aggregate amount they propose to issue as subaward work as a separate line item in the "Other" category, and a description of the types of activities to be supported. Refer to [EPA's Subaward Policy](#) and supplemental frequently asked questions for additional guidance.

- **Indirect Charges – Indicate the approved rate and base for indirect charges if included.** Indirect costs (IDCs) are those incurred by the grantee for a common or joint purpose that benefit more than one cost objective or program and are not readily assignable to specific cost objectives or projects as a direct cost. Indirect costs may be budgeted and charged by recipients of Federal assistance agreements in accordance with [2 CFR Part 200](#). EPA's [Indirect Cost Policy for Recipients of EPA Assistance Agreements](#) (IDC Policy) implements the Federal regulations, and the following applies to all EPA assistance agreements, unless there are statutory or regulatory limits on IDCs. Examples of Indirect Cost Rate calculations are shown below.
 - Personnel (Indirect Rate x Personnel = Indirect Costs)
 - Personnel and Fringe (Indirect Rate x Personnel & Fringe = Indirect Costs)
 - Total Direct Costs (Indirect Rate x Total direct costs = Indirect Costs)
 - Direct Costs, less distorting or other factors such as contracts and equipment
(Indirect Rate x (total direct cost – distorting factors) = Indirect Costs)

In order for an assistance agreement recipient to use EPA funding for indirect costs, the IDC category of the recipient's assistance agreement award budget must include an amount for IDCs and at least one of the following scenarios must apply.

- With the exception of “exempt” agencies and Institutions of Higher Education as noted below, all recipients must have one of the following current (not expired) IDC rates, including IDC rates that have been extended by the cognizant agency:
 - Provisional;
 - Final;
 - Fixed rate with carry-forward;
 - Predetermined;
 - 10% de minimis rate authorized by 2 CFR § 200.414(f)
 - EPA-approved use of one of the following:
 - 10% de minimis as detailed in Section 6.3 of the IDC Policy; or
 - Expired fixed rate with carry-forward as detailed in Section 6.4.a. of the IDC Policy.
- “Exempt” state or local governmental departments or agencies are agencies that receive up to and including \$35,000,000 in Federal funding per the department or agency's fiscal year, and must have an IDC rate application developed in accordance with [2 CFR § 200 Appendix VII](#), with documentation maintained and available for audit.
- Institutions of Higher Education must use the IDC rate in place at the time of award for the life of the assistance agreement (unless the rate was provisional at time of award, in which case the rate will change once it becomes final). As provided by [2 CFR Part 200, Appendix III\(C\)\(7\)](#), the term “life of the assistance agreement”, means each competitive segment of the project. Additional information is available in the regulation.

IDCs incurred during any period of the assistance agreement that are not covered by the provisions above are not allowable costs and must not be drawn down by the recipient. Recipients may budget for IDCs pending approval of their IDC rate by the cognizant Federal agency or an exception granted by EPA under Section 6.3 or 6.4 of the IDC Policy. However, recipients may not draw down IDCs until their rate is approved or EPA grants an exception.

The IDC Policy does not govern indirect rates for subrecipients or recipient procurement contractors under EPA assistance agreements. Pass-through entities are required to comply with [2 CFR § 200.331\(a\)\(4\)](#) when establishing indirect cost rates for subawards.

Additional indirect cost guidance is available in [Indirect Cost Guidance for Recipients of EPA Assistance Agreements](#).

Note on Management Fees: When formulating budgets for applications, applicants must not include management fees or similar charges in excess of the direct costs and indirect costs at the rate approved by the applicant's cognizant federal audit agency, or at the rate provided for by the terms of the agreement negotiated with EPA. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs that are not allowable under

EPA assistance agreements. Management fees or similar charges cannot be used to improve or expand the program funded under this agreement, except to the extent authorized as a direct cost of carrying out the work plan.

EPA has provided an optional template for the detailed Budget Table in Excel available for download on epa.gov/GGRF. Applicants that do not use this table will not be penalized.

Appendix C. Household Savings Guidance

The first of the five meaningful benefits of residential rooftop and residential-serving community solar is “household savings”, which is defined as delivering a benefit of at least 20% of average household’s electricity bill, including households that do not have individual electricity bills.

Applicants should calculate 20% household savings from the average electricity expenditures of the average household in the utility territory. This financial benefit does not need to be calculated per each individual household and can be based on averages in the utility territory the applicant is serving. Applicants should calibrate the calculation of this financial benefit to the frequency financial benefits are delivered to the households (i.e., monthly bill credits should deliver 20% household savings based on the monthly electricity bill). Each applicant will need to design a financial subsidy or product that delivers this financial benefit or the equivalent to all households served under this program.

Applicants may consider working with electric utilities and using data from the U.S. Energy Information Administration (including the [Residential Energy Consumption Survey](#) and [electricity](#) data) to calculate the average household annual utility costs.

Applicants will need to deliver these benefits net of any costs households incur from participating in the program. For example, if the program requires applicants to pay a subscriber fee, then the savings must exceed the fee so that households still experience a financial benefit of 20% the average household electricity bill. Applicants should ensure that if the program incurs any indirect costs on households, such as an increase in tax burden, the household savings calculation incorporates those costs and exceeds the 20% household savings accordingly.

For additional HUD Multi-family buildings, see [guidance from U.S. Department of Housing and Urban Development \(HUD\)](#) on how to treat on-bill virtual net metering credits.

Delivering household savings for projects serving households who do not receive individual electricity bills (e.g., households master-metered, multi-family buildings) requires additional consideration since typically these savings are applied to electricity bills. For these households, household savings should be delivered as 20% the average household electricity bill as a financial or non-financial benefit with an equivalent financial value that meaningfully improves the lives of households directly, as described in guidance from [U.S. Department of Housing and Urban Development](#). Applicants should explain how the program will appropriately honor the household savings benefit for households without electricity bills. For example, if a building is delivering household savings as a financially equivalent one-time investment, the value of the one-time investment should be calculated as if households benefiting from the program received 20% household savings for the entire lifetime of the asset.

Appendix D. Consumer Protection Examples

As described in [Section IV.C: Content of Application Submission](#) Section 2.2 Fiscal Stewardship Plan, the explanation of Fiscal Stewardship Plan should include descriptions of practices to ensure effective consumer protection throughout your program. Examples of these practices may include but are not limited to plans for the following practices.

- The provision of written materials to program partners and entities that directly interact, transact, or contract with consumers, where such materials contain detailed expectations for those partners' and entities' compliance with applicable consumer protection laws in the jurisdictions served by your program, fair lending laws, and federal consumer protection and consumer financial laws, including laws that prohibit unfair, deceptive, and abusive practices, and Regulation Z (12 CFR § 1026) which requires the disclosure of terms and cost of consumer credit and offers substantive protections to people who use consumer credit
- All in-person and telephone marketing by entities that directly interact, transact, or contract with consumers as part of the program be conducted in a language in which the consumer subject to the marketing is able to understand and communicate
- Consumer complaints that you may receive arising from consumers' interactions, transactions, or contracts with entities involved in your program
- Periodic audits and spot-checks of program partners or entities that directly interact, transact, or contract with consumers
- Entities that directly interact, transact, or contract with consumers as part of the program adopting policies and practices to:
 - Provide written disclosures to consumers containing information in clear and understandable language regarding the purchasing, leasing, or financing, and the costs associated with a consumer's solar project; the impact of the solar project on the consumer's ability to sell or refinance their home and recording of any liens on the home; consumer rights; contact information for the solar project provider; and complaint procedures for the consumer if they have a problem with the solar project or sales process
 - Submit to you for review, documents relating to the entities' interactions with consumers, including, for example, sales and marketing materials, training materials, policies and procedures, consumer finance contracts, and consumer contracts for solar products or services
 - Have a meaningful process for handling consumer complaints that includes receiving, tracking, monitoring, investigating, and resolving such complaints

Appendix E. Equitable Workforce Development and Job Quality

Good Jobs Principles

Applicants are encouraged to review the U.S. Department of Labor and Commerce’s eight [Good Jobs Principles](#) for guidance on what constitutes a good job when developing their plans. These principles include, but are not limited to, all workers are paid a stable and predictable living wage, family-sustaining benefits that promote economic security and mobility, the choice to form and join a union, and safe and healthy working conditions. In addition, this program aims to expand workforce opportunity for [underserved communities](#) (as defined by the Good Jobs Initiative) who often face disproportionate barriers to training and employment. For additional resources, see the [Good Jobs Toolkit](#).

Multi-Sectoral Partnerships

Multi-sectoral partnerships will be key to meeting the job quality and workforce development goals of this program. Examples of valuable partners include: employers that inform training curriculum and commit to hiring, mentoring, and retaining individuals from low-income and disadvantaged communities; State and local workforce boards that inform statewide and regional workforce strategies; labor unions that partner via [Labor-Management Partnerships](#) and are contracted on projects, provide training, and/or advise on labor practices; education and training providers, such as pre-apprenticeship programs, community colleges, Minority Serving Institutions, and Historically Black Colleges and Universities; worker centers; and trusted community-based organizations that work in low-income and disadvantaged communities and can assist with recruitment, mentorship, training, and supportive services.

Job Quality

EPA aims for this program to create high-quality jobs with grant funds. Applicants are encouraged to proactively determine how they will work with contractors that are committed to “high road” labor practices, such as paying at least the prevailing wage, providing family-sustaining benefits, providing predictable work schedules, paid time-off, retirement contributions, safe and healthy working conditions, providing supportive services to those who need them, and other characteristics of a good job. In addition, EPA is committed to upholding workers’ free and fair choice to collectively bargain and join a union. Applicants are encouraged to develop strategies for protecting that right, such as requiring participating contractors to commit to remaining neutral in union organizing and operations and encouraging the use of Project Labor Agreements when appropriate (e.g., through aggregating residential projects under this program). Lastly, if applicants intend to leverage the IRA clean energy tax credits, they are encouraged to review resources from the Department of Treasury and Department of Labor about the prevailing wage and Registered Apprenticeship requirements associated with the tax credits, which aim to promote job quality in the clean energy sector.²⁹ (DOL tax credit resources:).

²⁹ Additional resources from the Department of Labor on tax credit requirements: [Prevailing Wage](#) and [Registered Apprenticeship](#)

Market Building - Workforce Training and Equitable Participation

Applicants are encouraged to invest in workforce training models that prepare individuals from low-income and disadvantaged communities for middle-class career pathways in solar energy deployment. These models include, but are not limited to, Registered Apprenticeship programs, pre-apprenticeship (apprenticeship readiness) programs affiliated with Registered Apprenticeship programs, Labor-Management Training Partnerships or other union-affiliated training programs, training programs in partnership with a local community college, and other similar models. Training programs should be developed in partnership with employers that are deploying grant funds and committed to hiring participants.

Training models should include a clear description for how they will recruit participants from low-income and disadvantaged communities, in addition to having a robust plan for supporting those students with wrap-around supportive services, case management, and on-the-job support and mentorship.

Applicants are encouraged to consider the use of Community Benefits Agreements, Community Workforce Agreements, and [Access and Opportunity Committees](#) as tools for delivering equitable, community- and worker-driven workforce development solutions.

Resources from the U.S. Department of Labor

- [The Good Jobs Initiative](#) and [Good Jobs Toolkit](#)
- [Registered Apprenticeship](#)
- [Pre-Apprenticeship](#)
- [Labor-Management Partnerships](#)
- [Project Labor Agreement Resource Guide](#)
- [WorkforceGPS](#)

Resources from the U.S. Department of Energy

- [Solar Workforce Development](#)
- [Solar Energy Resources for Job Seekers](#)

Appendix F. Guidance for Carbon Dioxide Avoided Calculations

If EPA's AVERT tool does not support your geography (i.e., Alaska, Hawaii, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands) you can consider calculating the CO₂ emissions your program estimates it will abate using the following calculation: Total size of project(s) (MW) x Capacity factor (%) x 8,760 hours (*or 8,784 hours for 2024*) x Avoided CO₂ emission rate (tons per MWh) = Estimated annual emission reductions (tons).

The recommended capacity factors for residential rooftop solar and avoided emission rates for geographies not in AVERT can be found in the following table. If you are proposing a program serving community solar, you may calculate your own community solar capacity factor and generation values using NREL's [PVWatts](#) Calculate or use a simplifying, yet conservative, assumption that the increased capacity factor of a community solar facility is about equal to the resulting transmission and distribution losses.

	Residential Solar Capacity Factor, (%)	Avoided CO₂ Emission Rate (lb/MWh)	Avoided CO₂ Emission Rate (ton/MWh)
AK	14%	1,278	0.639
HI	18%	1,748	0.874
PR	22%	1,618	0.809
GU	21%	1,691	0.846
USVI	23%	1,691	0.846
AS	21%	1,691	0.846
CNMI	23%	1,691	0.846

Capacity factors are estimates derived from NREL's [PVWatts Calculator](#) (accessed June 2023). Avoided emissions rates are based on the 2021 eGRID state annual CO₂ non-baseload output emission rate (for AK, HI, and PR) and the eGRID state annual CO₂ oil output emission rate for Puerto Rico (for Guam, USVI, American Samoa, and CNMI). Values have been converted to short tons (2,000 lb = 1 ton).

You are invited, but not required, to determine capacity factors specific to your project(s). If you calculate your own capacity factors, you must include data sources and methods for the calculation. If you are using AVERT and wish to use your own capacity factor, you can edit the default capacity factors in AVERT's Excel Main Module.



Legislation Text

File #: 23-1196, 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 6

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

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

AGENDA LANGUAGE:

to the agenda. Please use ARIAL 11 Font.

An Ordinance vacating a 940 square-foot public utility easement, located within Lot 27, Block 21, Vista Real Unit Two, an addition to the City of El Paso, El Paso County, Texas.

Subject Property: 12077 Banner Crest Dr.

Applicant: Elia A. Quiroga, SUET23-00002

**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
JC Naranjo, (915) 212-1604

DISTRICT(S) AFFECTED: District 6

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance vacating a 940 square-foot public utility easement, located within Lot 27, Block 21, Vista Real Unit Two, an Addition to the City of El Paso, El Paso County, Texas.

Subject Property: 12077 Banner Crest Dr.
Applicant: Elia A. Quiroga, SURW23-00002

BACKGROUND / DISCUSSION:

The applicant is requesting to vacate a 940 square feet existing utility easement. The vacation would address an encroachment of an existing accessory structure (pergola) located on the rear patio of the property. 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. City Plan Commission recommended 6-0 to approve the proposed vacation request on December 15, 2022. As of May 4, 2023, the Planning Division has not received any communication in support or opposition to the vacation request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE VACATING A 940 SQUARE-FOOT PUBLIC UTILITY EASEMENT LOCATED WITHIN LOT 27, BLOCK 21, VISTA REAL UNIT TWO AN ADDITION TO THE, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the abutting property owner has requested vacation of a 940 Square-foot Public Utility Easement located within Lot 27, Block 21, Vista Real Unit Two an Addition to the, City of El Paso, El Paso County, Texas; and

WHEREAS, after public hearing the City Plan Commission has recommended a vacation of a 940 square-foot public utility easement located within Lot 27, Block 21, Vista Real Unit Two an Addition to the, City of El Paso, El Paso County, Texas, and the 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 AND 00/DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, a 940 square-foot public utility easement located within Lot 27, Block 21, Vista Real Unit Two an Addition to the 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 Elia A. Quiroga.

ADOPTED this _____ day of _____, 2023.

THE CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
Interim 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

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

That, in consideration of the receipt by the City of TWENTY-FIVE AND NO/100THS DOLLARS (\$25.00) and 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 **Elia A. Quiroga** all of its right, 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 located within Lot 27, Block 21, Vista Real Unit Two, an Addition to the City of El Paso, El Paso County, Texas, which is more particularly described in the attached metes and bounds identified as Exhibit "A" and made a part hereof by reference.

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

THE CITY OF EL PASO:

Cary Westin
Interim City Manager

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 & Inspections Department

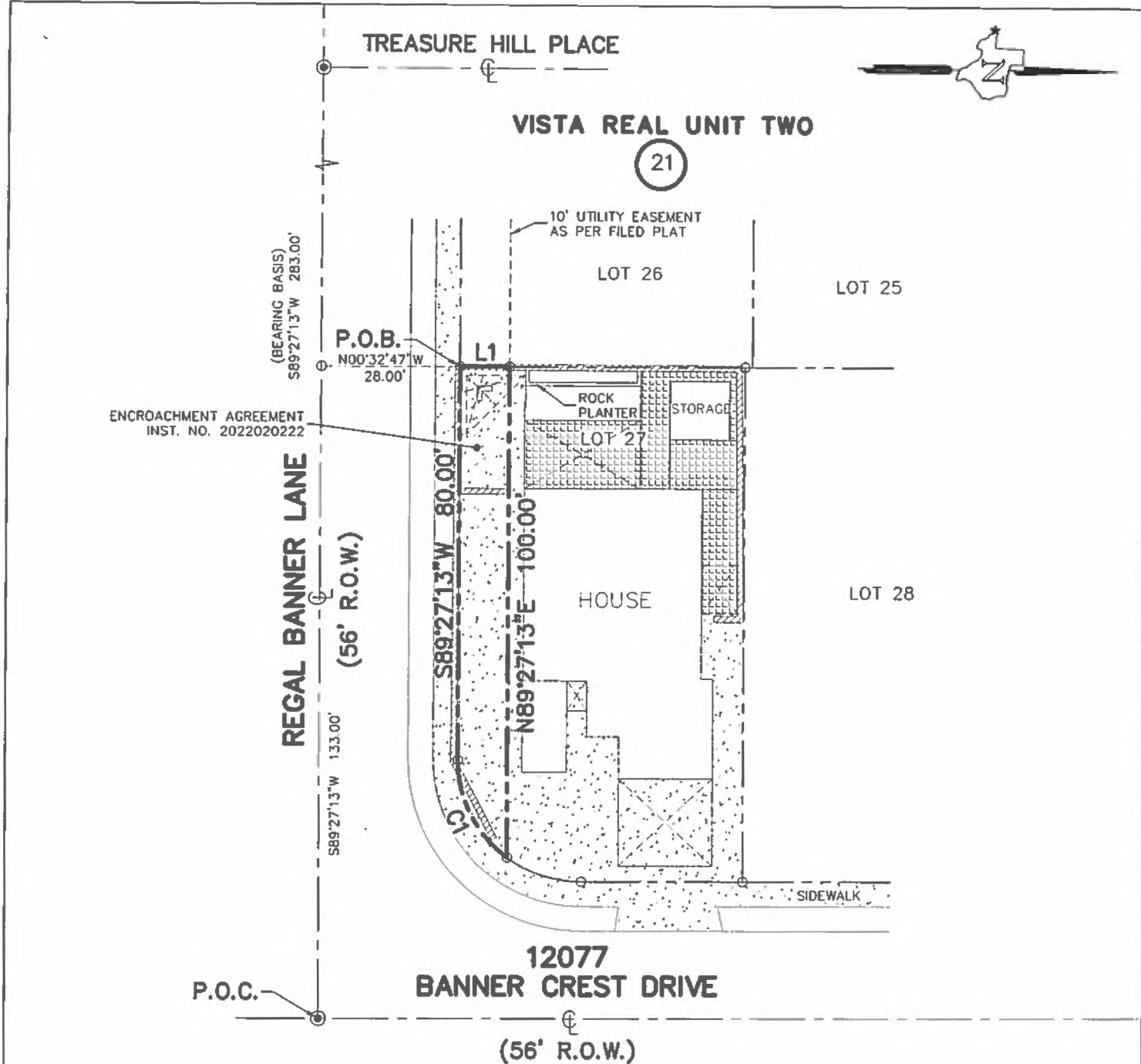
Acknowledgment

THE STATE OF TEXAS §
 §
COUNTY OF TEXAS §

This instrument is acknowledged before me on this _____ day of _____, 2023 by Cary Westin as Interim City Manager of The City of El Paso, a municipal corporation.

My Commission Expires:

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



*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:

- BEARINGS SHOWN ARE BASED ON THE FILED PLAT FOR VISTA REAL UNIT TWO.
- NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
- PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
- THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED; AND IS ADDRESSED EXCLUSIVELY TO THE PARTIES NAMED HEREON.
- A WRITTEN DESCRIPTION DATED 03-09-2023 ACCOMPANIES THIS PLAT.

SHEET 2 OF 2

Barragan & Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10151200
10950 Pellicano Dr. Building-F,
El Paso, Tx 79935
Phone (915) 591-5709 Fax (915) 591-5706

Plat of Survey

BEING A
PORTION OF LOT 27, BLOCK 21,
VISTA REAL UNIT TWO,
AN ADDITION TO THE
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
AREA 940 S.F. OR 0.02 ACRES ±

Plat Reference Vol/Bk 72 Pages 24, 24A AND 24B
Scale: 1"=30' Date: 03-09-2023 Drawn By: JA

PREPARED BY:

Benito Barragan TX, R.P.L.S. No. 5615
Job No. 230303-15 Copy Rights ©
Field: CC Book: N/A Page: N/A

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

METES AND BOUNDS DESCRIPTION

Description of portion of Lot 27, Block 21, Vista Real Unit Two, an Addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof of record in Volume 72, Pages 24, 24A and 24B, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a Found City Monument at the centerline intersection of Banner Crest Drive and Regal Banner Lane; **WHENCE**, a City Monument at the centerline intersection of Regal Banner Lane and Treasure Hill Place, bears S 89° 27' 13" W (Bearing Basis), a distance of 283.00 feet; **THENCE**, S 89° 27' 13" W, along the centerline of said Regal Banner Drive, a distance of 133.00 feet; **THENCE**, N 00° 32' 47" W, leaving said centerline a distance of 28.00 feet to a point on the northerly right-of-way line of Regal Banner Lane, marking the southwesterly corner of Lot 27, block 21, Vista Real Unit Two, said point also being the **POINT OF BEGINNING** of this description;

THENCE, N 00° 32' 47" W, along the westerly line of said Lot 27, a distance of 10.00 feet to a point on the northerly line of a 10 feet wide easement;


THENCE, N 89° 27' 13" E, along the northerly line of a 10 feet wide easement, a distance of 100.00 feet to a point of curvature;

THENCE, 23.18 feet, along an arc of a curve to the right with a radius of 25.00 feet, an interior angle of 53° 07' 48", and a chord which bears S 62° 53' 19" W, a distance of 22.36 feet to a point on the northerly line of Regal Banner Lane;

THENCE, S 89° 27' 13" W, along the northerly Right-Of-Way line of Regal Banner Lane, a distance of 80.00 feet to the **POINT OF BEGINNING** of this description and containing in all 940 square feet or 0.02 acres 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 are based on the filed Plat for Vista Real Unit Two.
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.
4. A Plat of Survey dated 03-09-2023 accompanies this description.



Benito Barragan T.X. R.P.L.S 5615,
Barragan And Associates Inc.
Texas Surveying Firm # 10151200
March 9, 2023
12077 Banner Crest 10' easmt
Job No. 230303-15

12077 Banner Crest Easement Vacation

City Plan Commission — May 4, 2023



CASE NUMBER/TYPE: SUET23-00002 – EASEMENT VACATION
CASE MANAGER: Juan C. Naranjo, (915) 212-1604, NaranjoJC@elpasotexas.gov
PROPERTY OWNER: Elia A. Quiroga
REPRESENTATIVE: Hector Reyna
LOCATION: South of Edgemere Blvd and West of Joe Battle Blvd. (District 6)
PROPERTY AREA: 940.0 square feet
ZONING DISTRICT(S): R-3A/c (Residential/conditions)

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the vacation of 12077 Banner Crest utility easement.



Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is requesting to vacate a 10' foot existing utility easement located on the side of Lot 27, Block 21, Vista Real Unit Two. The vacation would address an encroachment of an existing accessory structure (pergola) located on the rear patio of the property.

CASE HISTORY/RELATED APPLICATIONS: N/A

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

Surrounding Zoning and Use	
North	R-3A/c (Residential/conditions) / Residential development.
South	R-3A/c (Residential/conditions) / Residential development.
East	A-2/c (Apartment/conditions) / Residential development.
West	R-3A/c (Residential/conditions) / Residential development.
Nearest Public Facility and Distance	
Park	Arbor Green Park (0.32 miles)
School	Jane A. Hambric Elementary (0.5 miles)
Plan El Paso Designation	
G-3 (Post-War)	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: N/A

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) 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.

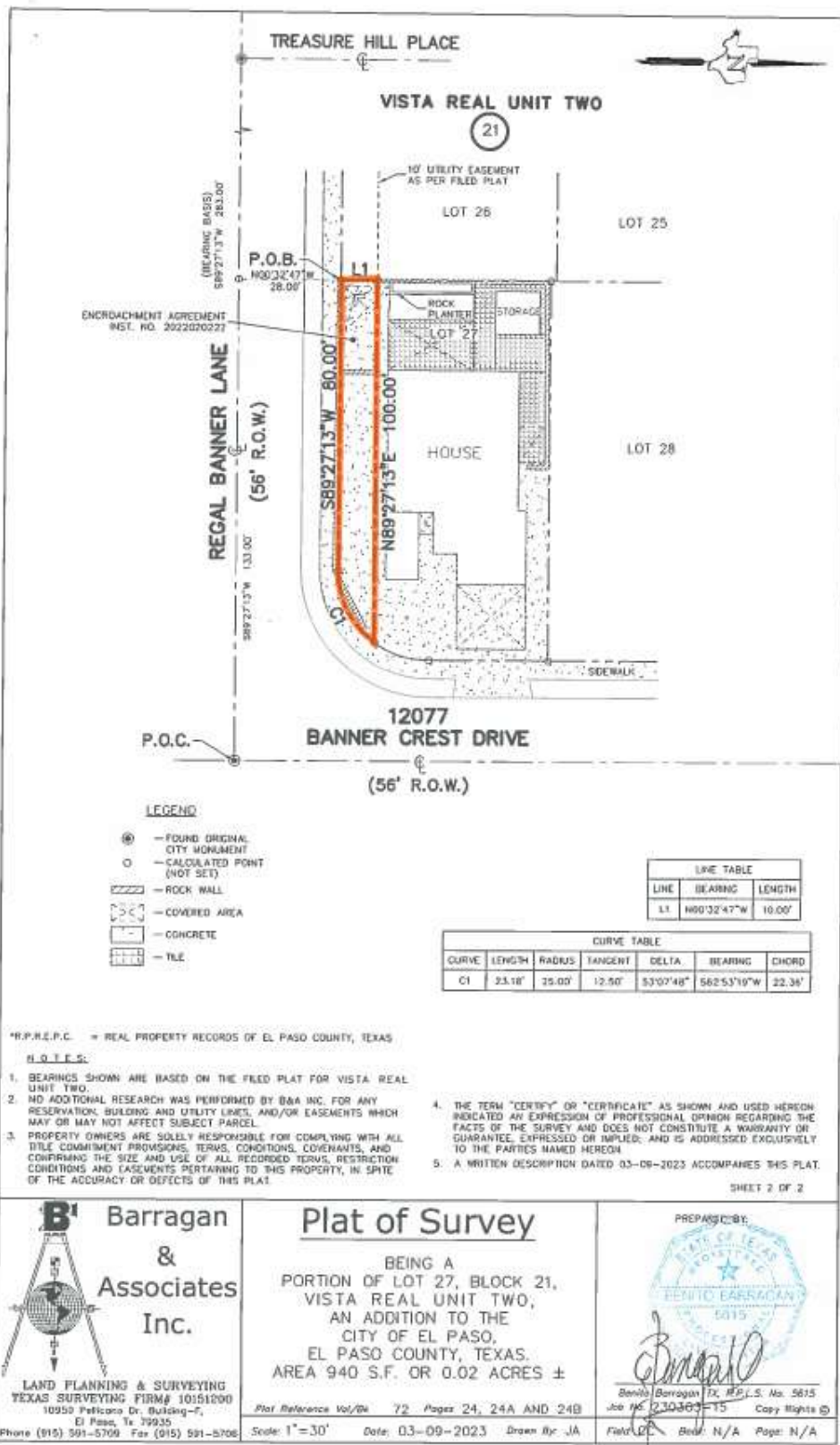
ATTACHMENTS:

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

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

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 portion of Lot 27, Block 21, Vista Real Unit Two, an Addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof of record in Volume 72, Pages 24, 24A and 24B, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a Found City Monument at the centerline intersection of Banner Crest Drive and Regal Banner Lane; **WHENCE**, a City Monument at the centerline intersection of Regal Banner Lane and Treasure Hill Place, bears S 89° 27' 13" W (Bearing Basis), a distance of 283.00 feet; **THENCE**, S 89° 27' 13" W, along the centerline of said Regal Banner Drive, a distance of 133.00 feet; **THENCE**, N 00° 32' 47" W, leaving said centerline a distance of 28.00 feet to a point on the northerly right-of-way line of Regal Banner Lane, marking the southwesterly corner of Lot 27, block 21, Vista Real Unit Two, said point also being the **POINT OF BEGINNING** of this description;

THENCE, N 00° 32' 47" W, along the westerly line of said Lot 27, a distance of 10.00 feet to a point on the northerly line of a 10 feet wide easement;

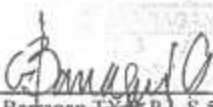
THENCE, N 89° 27' 13" E, along the northerly line of a 10 feet wide easement, a distance of 100.00 feet to a point of curvature;

THENCE, 23.18 feet, along an arc of a curve to the right with a radius of 25.00 feet, an interior angle of 53° 07' 48", and a chord which bears S 62° 53' 19" W, a distance of 22.36 feet to a point on the northerly line of Regal Banner Lane;

THENCE, S 89° 27' 13" W, along the northerly Right-Of-Way line of Regal Banner Lane, a distance of 80.00 feet to the **POINT OF BEGINNING** of this description and containing in all 940 square feet or 0.02 acres 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 are based on the filed Plat for Vista Real Unit Two.
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.
4. A Plat of Survey dated 03-09-2023 accompanies this description.


Benito Barragan T.S. & P.L.S. 5615,
Barragan And Associates Inc.
Texas Surveying Firm # 10151200
March 9, 2023
12077 Banner Crest 10' easmt
Job No. 230303-15

ATTACHMENT 4



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 4/11/23

File No. _____

1. APPLICANTS NAME Elia A. Quiroga
ADDRESS 12077 Banner Crest ZIP CODE _____ TELEPHONE 915-633-3716
2. Request is hereby made to vacate the following: (check one)
Street ☐ Alley ☐ Easement ☐ Other ☐
Street Name(s) Banner Crest Subdivision Name _____
Abutting Blocks _____ Abutting Lots _____
3. Reason for vacation request: easement
4. Surface Improvements located in subject property to be vacated:
None ☐ Paving ☐ Curb & Gutter ☐ Power Lines/Poles ☐ Fences/Walls ☐ Structures ☐ Other ☐
5. Underground Improvements located in the existing rights-of-way:
None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Storm Drain ☐ Other ☐
6. Future use of the vacated right-of-way:
Yards ☐ Parking ☐ Expand Building Area ☐ Replat with abutting Land ☐ Other ☐
7. Related Applications which are pending (give name or file number):
Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☐
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
<u>Elia A. Quiroga</u>	<u>Lot 27 Block 21</u> <u>Vista Real Unit # 2</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 Elia A. Quiroga REPRESENTATIVE SIGNATURE _____
REPRESENTATIVE (PHONE): reynasernahector@gmail.com
REPRESENTATIVE (E-MAIL): elia_baylen@yahoo.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 this request.

Planning and Inspections Department- Land Development Division

No objections to proposed easement vacation.

Parks and Recreation Department

We have reviewed **Banner Crest Easement Vacation**, a survey map and on behalf of Parks & Recreation Department, we offer “No” objections to this proposed easement vacation.

Texas Gas

TGS has a condition. Property owner can't enclose the meter or can built any permanent structure over the service gas line that could be within the easement being vacated. Prior to any construction previously mentioned, property owner must contact TGS to go over the agreement to relocate the service line.

El Paso Electric

The instrument number is incorrect on the plat, please use instrument number 20220102222. No other comments for the plat.

El Paso Water

EPWater-PSB does not object to this request.

Water:

There is an existing 8-inch diameter water main that extends along Banner Crest Dr., located approximately 18-feet west of the east right-of-way line. This main is available for service.

There is an existing 8-inch diameter water main that extends along Regal Banner Ln., located approximately 18-feet south of the north right-of-way line. This main is available for service.

EPWater records indicate an active ¾-inch domestic water meter serving the subject property. The service address for this meter is 12077 Banner Crest Dr.

Previous water pressure from fire hydrant #7764, located on the southeast corner of Edgemere Blvd. and Banner Crest Dr., has yielded a static pressure of 50 (psi), a residual pressure of 44 (psi), and a discharge of 822 (gpm).

Sanitary Sewer:

There is an existing 12-inch diameter sanitary sewer main that extends along Banner Crest Dr., located approximately 23-feet east of the west right-of-way line. This main is available for service.

There is an existing 12-inch diameter sanitary sewer main that extends along Regal Banner Ln., located approximately 23-feet north of the south right-of-way line. This main is available for service.

General:

New water and sanitary sewer service may require paving cuts on Banner Crest Dr. and Regal Banner Ln. 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.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has no objections to pergola as long it follows City Ordinance 12.68 Visibility Obstruction.

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 #2

No comments received.

Sun Metro

No comments received.

Fire Department

No comments received.

Capital Improvement Department

No comments received.



Legislation Text

File #: 23-1206, **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

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Texas Tech University Health Sciences Center, to the following and described parcel:

Lot 6, the East part of Lot 5, and part of Lot 7, Block 3, Hadlock's Suburban Gardens, an addition to the City of El Paso, El Paso County, as described in volume 3778 page 352, Official Public Records of Real Property of El Paso County, Texas.

in accordance with Section 34.05 (h) of the Tax Code. Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

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

AGENDA DATE: September 12, 2023
PUBLIC HEARING DATE: September 26, 2023

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

DISTRICT(S) AFFECTED: District No. 2

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

Approve an Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Texas Tech University Health Sciences Center, to the following and described parcel:

Lot 6, the East part of Lot 5, and part of Lot 7, Block 3, Hadlock's Suburban Gardens, an addition to the City of El Paso, El Paso County, as described in volume 3778 page 352, Official Public Records of Real Property of El Paso County, Texas.

in accordance with Section 34.05 (h) of the Tax Code. Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

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 property being sold is referred to as a "struck off" property because it was bid off to the City at a tax sale when no bids were received. An offer has been made to purchase the properties for the full amount of the opening bid at the time of sale. If the sale is approved the properties will be put back on the tax rolls to generate revenue.

PRIOR COUNCIL ACTION:

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

Council has considered this type of item previously.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: *Maia O. Pasillas*

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

ORDINANCE NO. _____

AN ORDINANCE authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as Lot 6, the East part of Lot 5, and part of Lot 7, Block 3, Hadlock's Suburban Gardens, an Addition to the City of El Paso, El Paso County, Texas, to **Texas Tech University Health Sciences Center (TTUHSC)**, in accordance with Section 34.05 (h) of the Tax Code.

WHEREAS, by Sheriff's Sale conducted on June 7, 2022, the below described property was struck off to the City of El Paso, (the "**City**") Trustee, pursuant to a delinquent tax foreclosure decree of the **County Court at Law No.6**, El Paso County, Texas and

WHEREAS, the sum of SEVENTY-SIX THOUSAND and 00/100 Dollars (\$76,000.00) has been tendered by **Texas Tech University Health Sciences Center** of El Paso, Texas ("**TTUHSC**") for the purchase of said property pursuant to Section 34.05 (h) (2), Texas Tax Code,

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

That the City Manager is hereby authorized to execute a Quitclaim (Tax Resale) Deed conveying to **Texas Tech University Health Sciences Center**, all of the right, title, and interest of the City of El Paso, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

Lot 6, the East part of Lot 5, and part of Lot 7, Block 3, Hadlock's Suburban Gardens, an addition to the City of El Paso, El Paso County, as described in volume 3778 page 352, Official Public Records of Real Property of El Paso County, Texas.

PASSED AND ADOPTED THIS _____ day of _____, 2023.

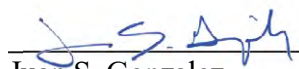
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
Tax Assessor-Collector

ORDINANCE NO. _____

23-406- TRAN -500728 – 2019DTX0614 Ordinance - JSG

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.

TAX RESALE DEED

STATE OF TEXAS

X

X

**KNOW ALL MEN BY THESE
PRESENTS**

COUNTY OF EL PASO

X

That **The City of El Paso, Trustee**, acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of said City, which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of **\$76,000.00** cash in hand paid by

**Texas Tech University Health Sciences Center
5001 El Paso Dr.
El Paso, TX 79905**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Cause No. 2019DTX0614**, in the district court of said county, said property being located in El Paso County, Texas, and described as follows:

Lot 6, the East part of Lot 5, and part of Lot 7, Block 3, Hadlock's Suburban Gardens, an addition to the City of El Paso, El Paso County, as described in volume 3778 page 352, Official Public Records of Real Property of El Paso County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

ESTA VENTA SE LLEVA ACABO DE CONFORMIDAD CON LOS REQUISITOS JUDICIALES O ESTABLECIDOS POR LA LEY. EL CONDADO DE EL PASO Y EL DEPARTAMENTO DEL SHERIFF SOLO ACTUAN COMO VÍA DE INFORMACIÓN. LOS INTERESADOS HARAN OFERTAS SOBRE LOS DERECHOS, TÍTULO, E INTERESES, SI ES QUE LOS HAY, EN EL INMUEBLE OFRECIDO.

LA PROPIEDAD SE VENDE COMO ESTA, DONDE ESTA, Y SIN GARANTÍA ALGUNA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO NI EL DEPARTAMENTO DEL SHERIFF GARANTIZA O HACE ALGUNA REPRESENTACIÓN ACERCA DEL TÍTULO DE LA PROPIEDAD, SU CONDICIÓN, HABITABILIDAD, COMERCIALIZACIÓN, O SU ADECUACIÓN PARA ALGÚN PROPÓSITO EN PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES SE ASUME QUE UN LOTE DE 5 ACRES O MENOS ES PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE AGUA O SERVICIO DE DESAGÜE, LA PROPIEDAD NO CALIFICA PARA USO RESIDENCIAL. EL POSIBLE COMPRADOR QUE QUIERA MÁS INFORMACIÓN DEBERÁ HACER MÁS INDAGACIONES O CONSULTAR CON UN ABOGADO PRIVADO.

IN TESTIMONY WHEREOF The City of El Paso, Trustee has caused these presents to be executed this _____ day of _____, 20_____.

CITY OF EL PASO, TRUSTEE

By: _____

Printed Name: Cary Westin
Interim, City Manager

STATE OF TEXAS

X

COUNTY OF EL PASO

X

This instrument was acknowledged before me on this _____ day of _____, 20_____, by Cary Westin, Interim, City Manager, of the City of El Paso.

Notary Public, State of Texas

Commission Expires: _____

After recording return to:

**Texas Tech University Health Sciences Center
5001 El Paso Dr.
El Paso, TX 79905**



Legislation Text

File #: 23-1209, 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 to request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Leedsman Construction DBA Traffic Control Specialists Sales & Rentals, referencing Contract 2021-1127 Barricade Rental Services. This will be a change order to increase the award by \$241,795.13 for a total amount not to exceed \$1,246,475.63. This change order will add capacity due to increased usage that resulted from unexpected events such as the migrant crisis and to continue supporting events such as WinterFest activities.

Department:	Streets and Maintenance
Award to:	Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX
Total Estimated Award:	\$241,795.13
Account No:	532 - 1000 - 524110 - 32120 - P3210
Funding Source:	General Fund
District(s):	All

This is a Low Bid, unit price contract.

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

AGENDA DATE: September 12, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
 Richard J. Bristol, Streets and Maintenance (915) 212-7000
 K. Nicole Cote, Managing Director, (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Leedsman Construction DBA Traffic Control Specialists Sales & Rentals, referencing Contract 2021-1127 Barricade Rental Services. This will be a change order to increase the award by \$241,795.13 for a total amount not to exceed \$1,246,475.63.

BACKGROUND / DISCUSSION:

This change order will add capacity due to increased usage that resulted from unexpected events such as the Migrant crisis and to continue supporting events such WinterFest activities.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On August 3, 2021, City Council approved the award of contract 2021-1127 to Leedsman Construction Inc. DBA Traffic Control Specialists Sales & Rentals for a three (3) year term and a two (2) year-option to extend the contract for a total amount of \$1,661,967.50.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$241,795.13

Funding Source: General Fund

Account: 532 – 1000 – 524110 – 32120 – P3210

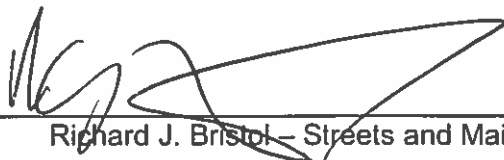
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



8-23-23

Richard J. Bristol – Streets and Maintenance Director

**PROJECT FORM
(Change Order)**

Please place the following item on the **REGULAR** agenda for the City Council Meeting of **September 12, 2023**.

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

Award Summary:

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Leedsman Construction DBA Traffic Control Specialists Sales & Rentals, referencing Contract 2021-1127 Barricade Rental Services. This will be a change order to increase the award by \$241,795.13 for a total amount not to exceed \$1,246,475.63. This change order will add capacity due to increased usage that resulted from unexpected events such as the Migrant crisis and to continue supporting events such WinterFest activities.

Department:	Streets and Maintenance
Award to:	Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX
Total Estimated Amount:	\$241,795.13
Account No.:	532 – 1000 – 524110 – 32120 – P3210
Funding Source:	General Fund
District(s):	All

This was a Low Bid, unit price contract



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1211, **Version:** 4

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

City Manager's Office, Mario D'Agostino, (915) 212-1069

AGENDA LANGUAGE:

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

Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019333 authorizing the City Manager to assign personnel and resources to assist in addressing the humanitarian and public safety crisis resulting from a mass migration through El Paso.

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

AGENDA DATE: September 12, 2023
PUBLIC HEARING DATE: September 12, 2023

CONTACT PERSON NAME AND PHONE NUMBER: DCM, Mario M. D'Agostino, (915) 212-1069

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2. Set the Standard for a Safe and Secure City
SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019333 authorizing the City Manager to assign personnel and resources to assist in addressing the humanitarian and public safety crisis resulting from a mass migration through El Paso.

BACKGROUND / DISCUSSION:

On December 27, 2022 the United States Supreme Court issued an order allowing the injunction to remain in place until further review of the case can be carried out. The Biden administration ended the COVID-19 public health emergency on May 11, 2023 ending all use of Title 42 as a mechanism to control the border.

PRIOR COUNCIL ACTION:

On August 14, 2023 the Mayor and City Council of the City of El Paso (the "City") passed the extension Emergency Ordinance No. 019333 "Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso".

AMOUNT AND SOURCE OF FUNDING:

None.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office

SECONDARY DEPARTMENT: Fire

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

DEPARTMENT HEAD:



ORDINANCE NO. _____

**AN EMERGENCY ORDINANCE EXTENDING EMERGENCY
ORDINANCE NO. 019333 AUTHORIZING THE CITY MANAGER TO ASSIGN
PERSONNEL AND RESOURCES TO ASSIST IN ADDRESSING THE
HUMANITARIAN AND PUBLIC SAFETY CRISIS RESULTING FROM A MASS
MIGRATION THROUGH EL PASO**

WHEREAS, on May 23, 2022, the Mayor and City Council of the City of El Paso (the “City”) passed an Emergency Ordinance No. 019333 “Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso”; and

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

WHEREAS, the Biden administration ended the COVID-19 public health emergency on May 11, 2023 ending all use of Title 42 as a mechanism to control the border; and

WHEREAS, on the eve of the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,000 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, the Southwest had 132,652 land border encounters in the month of July, 2023; and

WHEREAS, the El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 16,464 land border encounters in the month of July, 2023 and a total of 364,092 encounters for federal fiscal year 2023; and

WHEREAS, when the CBP Central Processing Center is over capacity and the non-governmental organizations (NGOs) space is unavailable, that is when the potential for street releases arises; and

WHEREAS, CBP has released many migrants onto downtown streets leaving many migrants without shelter; and

WHEREAS, in the month of August 2023, approximately 2,700 migrants have been released into the community weekly; and

WHEREAS, in response to the street releases, the El Paso City-County Office of Emergency Management (“OEM”) reallocated twenty-nine COVID-19 Operations staff to assist

ORDINANCE NO. _____

as migrant shelter surge staff, and on May 17, 2022, this staff began orientation training at Casa del Refugiado, the NGO's largest hospitality site; and

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

WHEREAS, beginning in late August 2022, the El Paso sector experienced a surge of over 2,000 migrants presenting themselves daily to CBP, primarily made up of unsponsored single adults from Venezuela, resulting in over 1,000 street releases by CBP; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, due to this high volume, the number of refugees and asylum seekers released to the NGO and the City's Migrant Welcome Center, was over 1,000 on a daily basis; and

WHEREAS, on September 7, 2022, the City and OEM stood up a migrant Welcome Center to assist with transportation assistance providing services and meals to over 19,300 migrants through October 20, 2022, and

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

WHEREAS, in response to the number of migrants arriving at the border, on January 5, 2023, the Department of Homeland Security created a humanitarian parole program for migrants from Cuba, Haiti, and Nicaragua similar to the program already available to Venezuelans; and

WHEREAS, on January 8, 2023, President Biden visited the border to assess the situation in part because the number of migrants has gained the attention of the media and national leadership; and

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

WHEREAS, on March 12, 2023, border officials barricaded and closed down the Paso del Norte bridge due to a breach of public safety involving hundreds of migrants present on the

ORDINANCE NO. _____

23-334-Fire Dept. | TRAN500275

Emergency Ordinance – September 2023 Extension– Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 2 of 5

bridge due to rumors about the relaxation of immigration restrictions circulated on social media sites; and

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

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

WHEREAS, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operation of the El Paso International Airport (“EPIA”) and to ensure that those operations are conducted in compliance with the rules and regulations regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

WHEREAS, EPIA in recent past, became saturated with migrants awaiting air travel and could need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

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

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

WHEREAS, the encampment of large groups of migrants on City rights of way, parks and other City property has led to street closure and cessation of the streetcar service; and

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

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

WHEREAS, OEM and the City have and will continue to prepare and evaluate the need

for mass emergency sheltering thanks to the expiration of Title 42 and other regional migration surges that may impact the El Paso region; and

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

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

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

WHEREAS, this Ordinance shall remain in effect until otherwise terminated, re-enacted, superseded by a conflicting ordinance, El Paso Local Health Authority Ordinance, state or federal law, or repealed automatically as of the 31st day following the date on which it was adopted unless re-enacted pursuant to City Charter Section 3.10.

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

1. That the Emergency Ordinance No. 019333 passed and adopted by the City Council of the City of El Paso on May 23, 2022 is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

(Signature begin on Following Page)

ORDINANCE NO. _____

23-334-Fire Dept. | TRAN500275

Emergency Ordinance – September 2023 Extension– Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 4 of 5

PASSED AND ADOPTED, this ____ day of September, 2023.


THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



Mario M. D'Agostino, Deputy City Manager
Public Health & Safety

ORDINANCE NO. _____

23-334-Fire Dept. | TRAN500275

Emergency Ordinance – September 2023 Extension– Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 5 of 5



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1210, **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, Mario D'Agostino, (915) 212-1069

AGENDA LANGUAGE:

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

Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019485 due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso.

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

AGENDA DATE: September 12, 2023
PUBLIC HEARING DATE: September 12, 2023

CONTACT PERSON NAME AND PHONE NUMBER: DCM, Mario M. D'Agostino, (915) 212-1069

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2. Set the Standard for a Safe and Secure City
SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019485 due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso.

BACKGROUND / DISCUSSION:

On May 11, 2023 Title 42 was lifted and the Federal Government continues to anticipate a significant increase in the flow of migrants through our area. The City of El Paso has determined that extraordinary measures must be taken to protect all people in and coming through the City. Pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted to continue a Disaster Declaration.

PRIOR COUNCIL ACTION:

On August 14, 2023 the El Paso City Council passed the extension Emergency Ordinance No. 019485 "Due to a Humanitarian, Security, and Economic Crisis Resulting from a Mass Migration through the City of El Paso (the "City").

AMOUNT AND SOURCE OF FUNDING:

None.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office

SECONDARY DEPARTMENT: Fire

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

DEPARTMENT HEAD:



ORDINANCE NO. _____

**AN EMERGENCY ORDINANCE
EXTENDING EMERGENCY ORDINANCE NO. 019485 DUE TO A
HUMANITARIAN, SECURITY, AND ECONOMIC CRISIS
RESULTING FROM A MASS MIGRATION THROUGH EL PASO**

WHEREAS, on May 8, 2023, the El Paso City Council passed Emergency Ordinance No. 019485 “Due to a Humanitarian, Security, and Economic Crisis Resulting from a Mass Migration through the City of El Paso (the “City”)”; and

WHEREAS, for federal fiscal year 2023, Southwest encounters were at 1,646,077 of which 549,832 were Title 42; and

WHEREAS, the El Paso sector of CBP had 16,464 land border encounters in the month of July, 2023; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.- Mexico border awaiting processing after Title 42, which is a COVID-19 era mechanism, ended along with the expiration of the Public Health Emergency for COVID-19; and

WHEREAS, prior to the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,900 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, DHS has created an immigration benefit through which migrants from certain nations can request asylum and be paroled into the country; and

WHEREAS, upon the migrants’ arrival into the United States, they are held by CBP who processes, sets for hearing and then releases migrants onto El Paso streets with little to no resources; and

WHEREAS, the number of migrants in need of shelter has exceeded the shelter space available through local, state, and federal partnerships; and

WHEREAS, the City lacks an extensive transportation infrastructure to facilitate the movement of migrants out of the region further increasing demand on shelters; and

WHEREAS, state and federal infrastructure and support is critical to support local efforts to effectively and safely care for mass groups of migrants entering the City; and

WHEREAS, U.S. Customs and Border Protection (CBP) surged its personnel and resources along the southern border to increase processing capacity to ensure a humane environment for those being processed; and

ORDINANCE NO. _____

WHEREAS, the primary challenge for the non-governmental organizations (NGOs) assisting in the effort is that the NGOs do not have the volunteer base to sustain or increase current capacity at their current hospitality sites; and

WHEREAS, the Office of Emergency Management has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with migrant operations; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, the number of migrants released into the community has been as high as 1,700 in a single day; and

WHEREAS, the volume of migrants at the border and released into the United States has gained the attention of international and national media; and

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

WHEREAS, donations to the migrants from the public are best received at the assisting NGOs and shelters in lieu of delivery to spaces where migrants gather; and

WHEREAS, additional shelter space is being prepared for the thousands of migrants released into the community; and

WHEREAS, camping in public spaces is prohibited under Section 48.05 of the Texas Penal Code; and

WHEREAS, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

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

WHEREAS, in recent months, the El Paso International Airport became saturated with migrants awaiting air travel and shelter, and the City of El Paso may need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure, clean and comply with all related legal requirements regarding its facilities as the demand for air travel can increase exponentially; and

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

ORDINANCE NO. _____

WHEREAS, based on mass migration events in the recent past including protests and closures of the international bridges, the City has experienced several significant delays at the international ports-of-entry to include trade delays; and

WHEREAS, the City of El Paso has determined that extraordinary measures must be taken to protect all people in and coming through the City; and

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

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

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

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

1. That an emergency exists as described in clear and specific terms in the recitals above, which are incorporated herein.
2. That the state of disaster proclaimed for the City of El Paso by the Mayor on May 8, 2023 and extended by unanimous vote of City Council shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by order of the City Council, whichever is sooner.
3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10 and is effective upon adoption.

(Signatures Begin on Following Page)

ORDINANCE NO. _____

PASSED AND ADOPTED, this ____ day of September, 2023.


THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



Mario M. D'Agostino, Deputy City Manager
Public Health & Safety

ORDINANCE NO. _____

HQ: #23-679-Fire | TRAN500267 | Emergency Ordinance extending Emergency ORD No. 019485 (September 2023)/May
2023 Migrant Crisis/JF/CLA

ORDINANCE NO. _____

**AN EMERGENCY ORDINANCE
EXTENDING EMERGENCY ORDINANCE NO. 019485 DUE TO A
HUMANITARIAN, SECURITY, AND ECONOMIC CRISIS
RESULTING FROM A MASS MIGRATION THROUGH EL PASO**

WHEREAS, on May 8, 2023, the El Paso City Council passed Emergency Ordinance No. 019485 “Due to a Humanitarian, Security, and Economic Crisis Resulting from a Mass Migration through the City of El Paso (the “City”)”; and

WHEREAS, for federal fiscal year 2023, Southwest encounters were at 1,646,077 of which 549,832 were Title 42; and

WHEREAS, the El Paso sector of CBP had 16,464 land border encounters in the month of July, 2023; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.- Mexico border awaiting processing after Title 42, which is a COVID-19 era mechanism, ended along with the expiration of the Public Health Emergency for COVID-19; and

WHEREAS, prior to the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,900 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, DHS has created an immigration benefit through which migrants from certain nations can request asylum and be paroled into the country; and

WHEREAS, upon the migrants’ arrival into the United States, they are held by CBP who processes, sets for hearing and then releases migrants onto El Paso streets with little to no resources; and

WHEREAS, the number of migrants in need of shelter has exceeded the shelter space available through local, state, and federal partnerships; and

WHEREAS, the City lacks an extensive transportation infrastructure to facilitate the movement of migrants out of the region further increasing demand on shelters; and

WHEREAS, state and federal infrastructure and support is critical to support local efforts to effectively and safely care for mass groups of migrants entering the City; and

WHEREAS, U.S. Customs and Border Protection (CBP) surged its personnel and resources along the southern border to increase processing capacity to ensure a humane environment for those being processed; and

ORDINANCE NO. _____

WHEREAS, the primary challenge for the non-governmental organizations (NGOs) assisting in the effort is that the NGOs do not have the volunteer base to sustain or increase current capacity at their current hospitality sites; and

WHEREAS, the Office of Emergency Management has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with migrant operations; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, the number of migrants released into the community has been as high as 1,700 in a single day; and

WHEREAS, the volume of migrants at the border and released into the United States has gained the attention of international and national media; and

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

WHEREAS, donations to the migrants from the public are best received at the assisting NGOs and shelters in lieu of delivery to spaces where migrants gather; and

WHEREAS, additional shelter space is being prepared for the thousands of migrants released into the community; and

WHEREAS, camping in public spaces is prohibited under Section 48.05 of the Texas Penal Code; and

WHEREAS, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

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

WHEREAS, in recent months, the El Paso International Airport became saturated with migrants awaiting air travel and shelter, and the City of El Paso may need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure, clean and comply with all related legal requirements regarding its facilities as the demand for air travel can increase exponentially; and

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

ORDINANCE NO. _____

WHEREAS, based on mass migration events in the recent past including protests and closures of the international bridges, the City has experienced several significant delays at the international ports-of-entry to include trade delays; and

WHEREAS, the City of El Paso has determined that extraordinary measures must be taken to protect all people in and coming through the City; and

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

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

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

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

1. That an emergency exists as described in clear and specific terms in the recitals above, which are incorporated herein.
2. That the state of disaster proclaimed for the City of El Paso by the Mayor on May 8, 2023 and extended by unanimous vote of City Council shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by order of the City Council, whichever is sooner.
3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10 and is effective upon adoption.

(Signatures Begin on Following Page)

ORDINANCE NO. _____

HQ: #23-679-Fire | TRAN500267 | Emergency Ordinance extending Emergency ORD No. 019485 (September 2023)/May 2023 Migrant Crisis/JF/CLA

PASSED AND ADOPTED, this ____ day of September, 2023.

THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:

Mario M. D'Agostino, Deputy City Manager
Public Health & Safety

ORDINANCE NO. _____

HQ: #23-679-Fire | TRAN500267 | Emergency Ordinance extending Emergency ORD No. 019485 (September 2023)/May
2023 Migrant Crisis/JF/CLA



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

[illegible]

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;

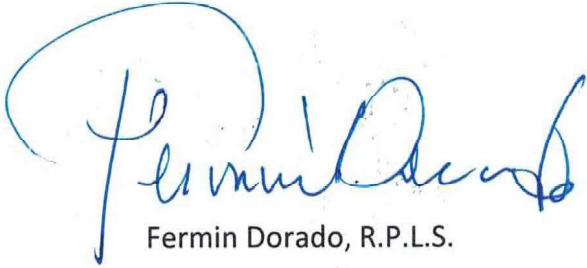
Thence North 31°42'03" East along the common line of Lots 8 and 9 a distance of ten and twenty two hundredths (10.22) feet to the northwesterly corner of the existing ten (10.00) feet easement;

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.

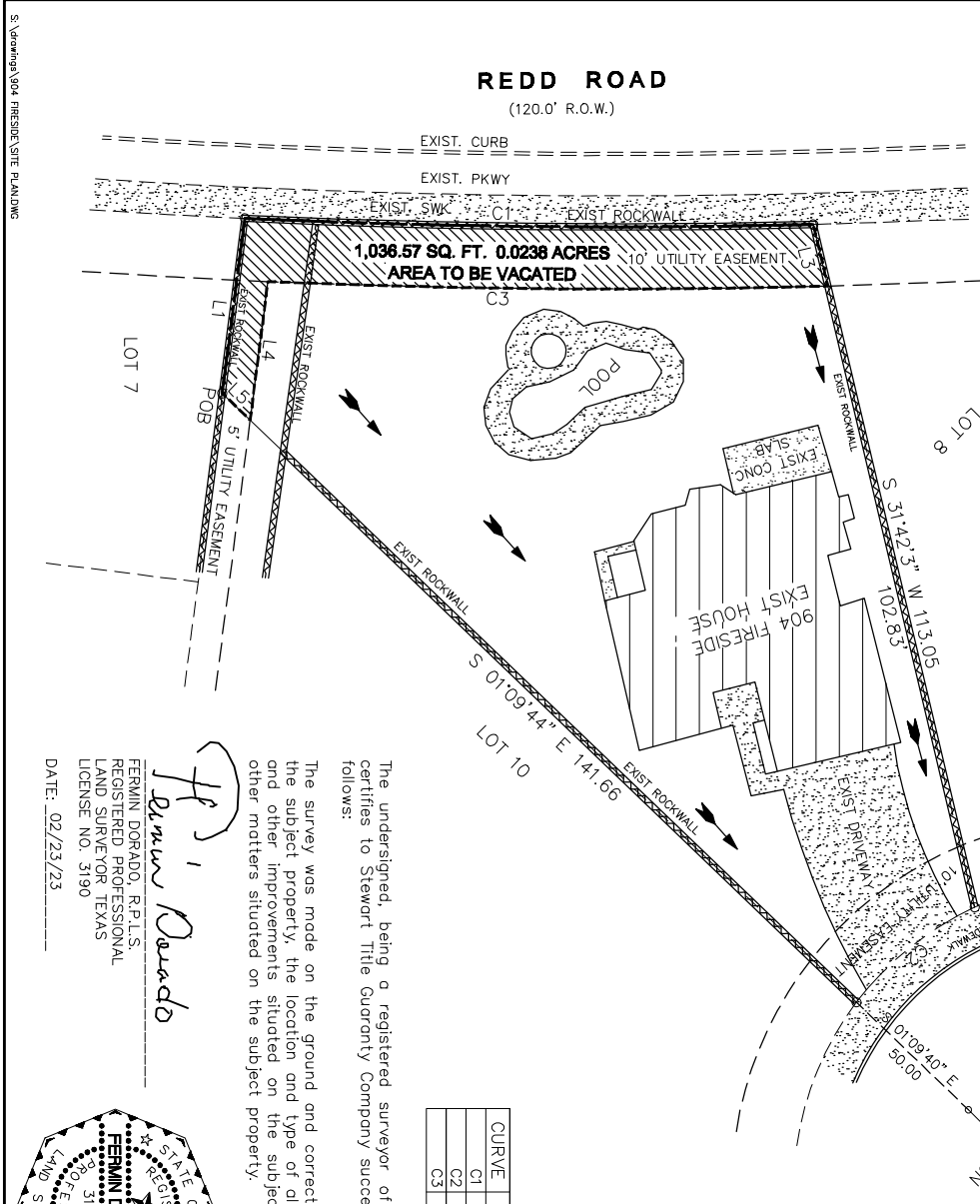


3/07/23



SCALE: 1"=20'

904 FIRESIDE LANE
LOT 9, BLOCK 38
WEST HILLS UNIT 12

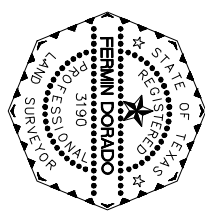


CURVE	DELTA	CHD BEARING	TANGENT	RADIUS	ARC LENGTH	CHD LENGTH
C1	85°56'02"	N 44°23'34" W	45.83	1291.16	91.63	91.61
C2	61°43'09"	N 83°45'49" W	12.60	50.00	24.68	24.43
C3	86°01'34"	S 44°31'53" E	43.14	1301.16	90.24	90.22

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.

Fernin Dorado
FERNIN DORADO, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR TEXAS
LICENSE NO. 3190
DATE: 02/23/23



LOCATION MAP
SCALE 1:600

- 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
3. 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:

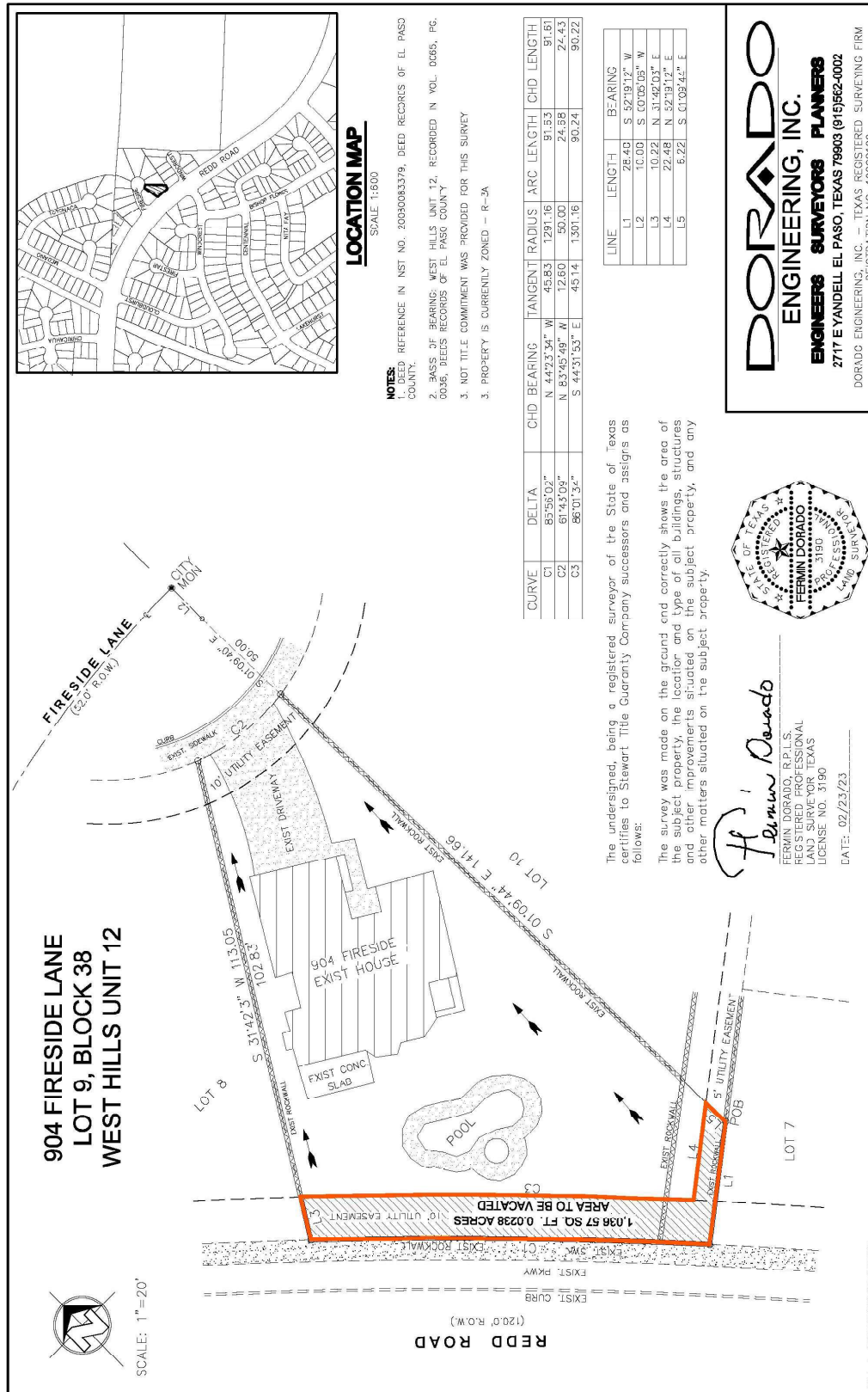
1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

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 and the share of complaints by women in the private sector will increase over time. The third hypothesis is that the number and the share of complaints by women in the public sector will decrease over time. The following section discusses the data and the methodology used in the study.

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;

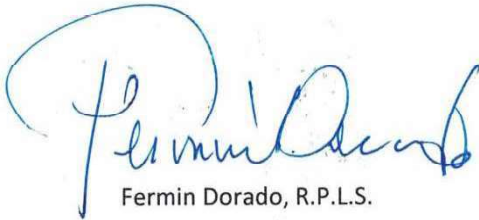
Thence along arc of a curve to the right a distance of ninety and twenty four hundredths (90.24) feet said curve having a central angle of 86°01'34" a radius of one thousand three hundred one and sixteen hundredths (1301.16) feet a chord bearing of South 44°31'53" East with a chord distance of ninety 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): donadoengineering@sbcglobal.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:

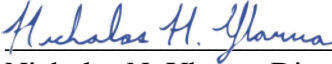
Laura D. Prine
City Clerk

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:

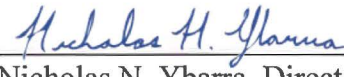
Laura D. Prine
City Clerk

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:

Oscar Leaser, 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)

ORDINANCE NO. _____

SURW23-00004

HQ 23-494 | Tran #
Mobile ROW vacation
RTA

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;

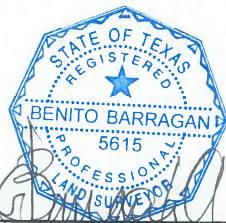
THENCE, N 87° 56' 46" W (S 88° 35' 00" W - Record) (N 87° 57' 21" W - TxDOT), leaving said westerly TxDOT right-of-way line (as per Volume 528, Page 72) along the southerly right-of-way line of Mobile Street, a distance of 350.33 feet to a found 1/2" rebar with yellow cap stamped "B&A Inc" being the 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;

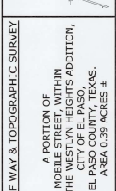
THENCE, S 87° 56' 46" E (N 88° 35' 00" E - Record) (S 87° 57' 21" E - TxDOT), leaving said easterly right-of-way line of El Paso and Southwestern Railroad along the northerly right-of-way line of Mobile Street, a distance of 324.16 feet to the **POINT OF BEGINNING** of this parcel and containing in all 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



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	CHORD
D1	50.44'	3824.78'	20.22'	0°55'44"	N29°40'58"E	50.44'

LEGEND

	— CURB & 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

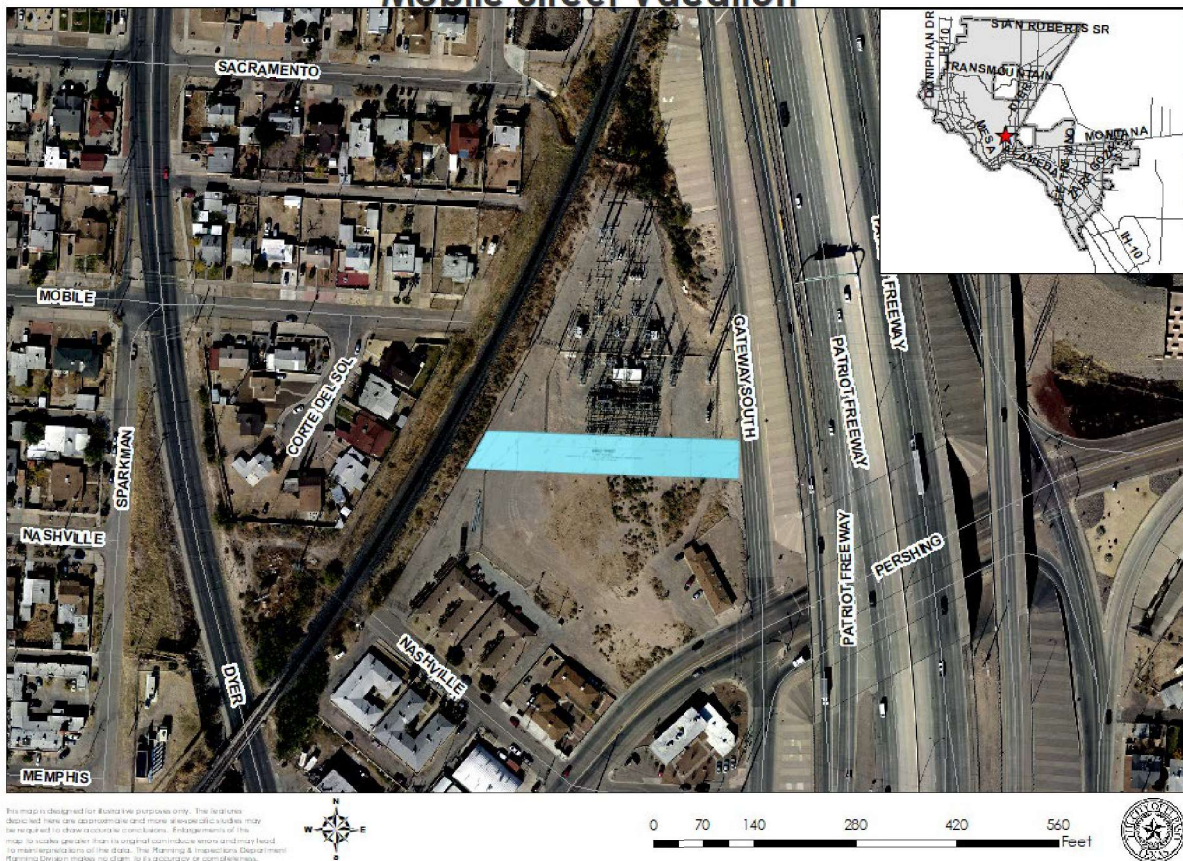


Figure A: Proposed plat with surrounding area

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:

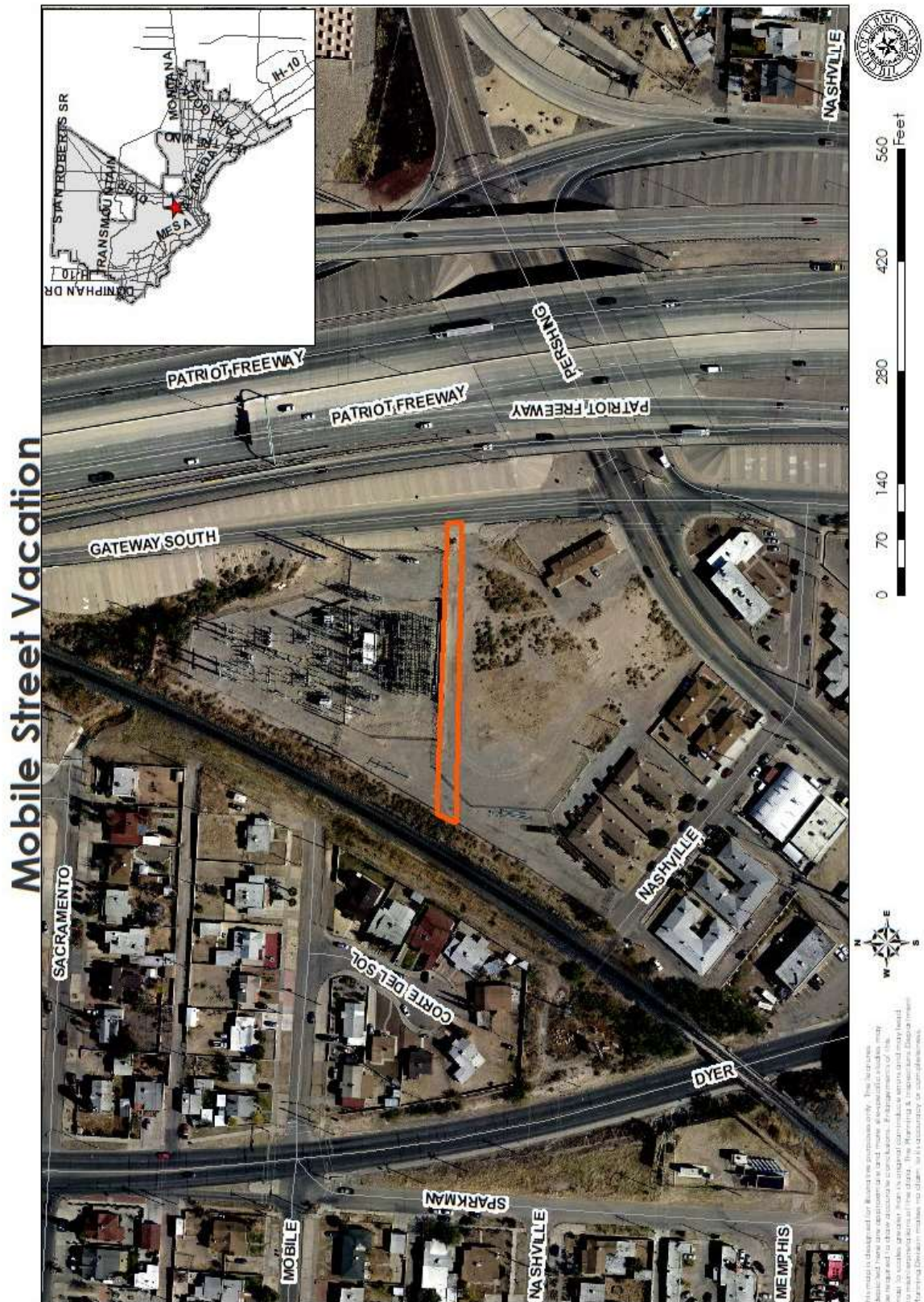
The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

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.

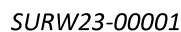
ATTACHMENTS:

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 #: 23-1203, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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

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 execute a Subrecipient Agreement by and between the City of El Paso and the PIONEERS 21 INC., a Texas 501(c)(3) tax-exempt, non-profit corporation, to provide digital solutions for El Paso businesses and startups, website development, and digital marketing series for entrepreneurs, UTEP internships and Mija Pioneers, for an amount not to exceed \$650,000.

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

AGENDA DATE: September 12, 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.

Discussion and action That the City Manager be authorized to execute a Subrecipient Agreement by and between the **City of El Paso** and the **PIONEERS 21 INC.**, a Texas 501(c)(3) tax-exempt, non-profit corporation, to provide Digital Solutions for El Paso Businesses and Startups, Website Development, Digital Marketing Series for Entrepreneurs, UTEP Internships and Mija Pioneers, for an amount not to exceed \$650,000.

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.

Pioneers 21 is a non-profit organization and business incubator based in Downtown El Paso, Texas. Their mission is to inspire & incubate businesses & entrepreneurs through mentorship, training, and connection. Pioneers 21 is a regional center that provides an affordable, welcoming space with valuable resources and connections. They support tech and non-tech businesses. Their areas of focus include business mentoring and accelerators, venture, and entrepreneur focused events, and building a collaborative ecosystem through civic engagement. Pioneers 21 will administer ARPA funds to implement four programs:

- **Digital solutions:** the program will incorporate a series of workshops designed to help entrepreneurs develop and grow their online presence. Each series will be comprised of 4-6 workshops covering a range of topics related to online marketing and branding. Approximately 100 entrepreneurs will be trained.
- **Sites & E-commerce:** 76 websites and 60 E-commerce sites will be built for El Paso businesses and startups, additionally the sites will be serviced and hosted locally by an experienced professional that can be reached in-person and that has over 10 years' experience working in the technology industry.
- **P21 Internships:** E-LEAD is a new degree under the College of Engineering that combines engineering knowledge, leadership theory, innovation skills, and an understanding of business. P21 decided to pilot creating an internship program where students would learn from talented professionals, mentors and receive office, project,

research, and entrepreneurial experience, and be ready for the workforce as they finish their 4 to 5-year degree plan at UTEP. 1-year internships will be offered to 4 interns per year.

- **Mija Pioneers:** the program is aimed at educating young girls about the inequalities women face in the workforce and providing them with the proper education to tackle these inequalities when they are faced with them as a business professional. The program will target girls in middle and high schools, typically aged between 12 and 18 years. It will be open to all girls, regardless of their ethnic, academic background, socioeconomic status, or prior exposure to business concepts.

PRIOR COUNCIL ACTION:

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

Yes, seven 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?

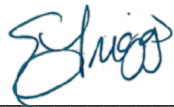
American Rescue Plan Act (ARPA) Funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

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



DEPARTMENT HEAD:

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

RESOLUTION

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

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

WHEREAS, on May 9, 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 **PIONEERS 21 INC.**, a Texas 501(c)(3) tax-exempt, non-profit corporation, whereby PIONEERS 21, Inc., will provide Digital Solutions for El Paso Businesses and Startups, Website Development, Digital Marketing Series for Entrepreneurs, UTEP Internships and Mija Pioneers; 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.

[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 the **PIONEERS 21 INC.**, a Texas 501(c)(3) tax-exempt, non-profit corporation, to provide Digital Solutions for El Paso Businesses and Startups, Website Development, Digital Marketing Series for Entrepreneurs, UTEP Internships and Mija Pioneers, for an amount not to exceed \$650,000.

APPROVED this ____ day of _____, 20__.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

SUB-RECIPIENT AGREEMENT
[ARPA – Economic Impacts]

This Sub-Recipient Agreement (“**Agreement**”) is made this ____ day of _____, 20__ by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**CITY**”, and **Pioneers 21, INC., a 501(c)(3) tax-exempt, non-profit corporation** authorized to do business in Texas (“**Sub-Recipient**” or “**Contractor**”).

RECITALS

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

WHEREAS such funding may be used to provide loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees and mortgage, rent, utility, and other operating costs; and technical assistance, counseling, or other services to support business planning; or other assistance as identified in the Final Rule to support impacted and disproportionately impacted small businesses; and

WHEREAS the CITY intends to engage the Sub-Recipient to provide Digital Solutions for El Paso Businesses and Startups, Website Development, Digital Marketing Series for Entrepreneurs, UTEP Internships and Mija Pioneers, 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 **\$650,000** for all services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Sub-Recipient shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Budget attached to this Agreement as **Attachment "B"**.

3.2 SUB-RECIPIENT'S SERVICES. The Services to be provided by the Sub-Recipient for this Agreement are attached hereto as **Attachment "A"**.

3.3 SUB-RECIPIENT'S INVOICES. The Sub-Recipient shall bill the CITY not more often than monthly, through written invoices. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Sub-Recipient, the current invoiced amount and the amount billed to date.

3.3.2 The CITY agrees to pay invoices for all services performed as soon as reasonably possible but **not later than thirty (30) days** from receipt. Upon dispute, however, the CITY may, upon notice to the Sub-Recipient, withhold payment to the Sub-Recipient for the amount in dispute only, until such time as the exact amount of the disputed amount due the Sub-Recipient is determined. The total amount paid to Sub-Recipient shall not exceed Sub-Recipient's fee proposal, except by written amendment to this Agreement, executed by both parties.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**

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. GENERAL PROVISIONS

6.1 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"**.

6.2 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**.

6.3 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.

6.4 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 6.2* 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.

6.5 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.

6.6 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.

6.7 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.

6.8 GOVERNING LAW. The Sub-Recipient shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

6.9 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.

6.10 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.

6.11 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:

Laura P. Butler
Executive Director
Pioneers 21

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**

6.12 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.

6.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY:
CITY OF EL PASO:

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 _____, 20____, by
Cary Westin, as Interim City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires: ____ / ____ / ____

(Signatures continue on the following page)

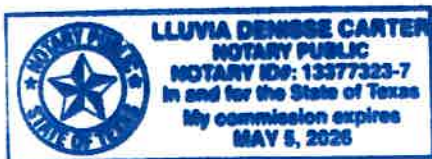
SUB-RECIPIENT:
Pioneers 21, Inc.

By: Laura P. Butler
Name: Laura P. Butler
Title: Executive Director

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 15 day of August, 2023,
by Laura P. Butler, as Executive Director of Pioneers 21, Inc.



Lluvia Denisse Carter
Notary Public, State of Texas

My commission expires: 05 / 05 / 26

ATTACHMENT “A”

SCOPE OF WORK

SCOPE OF WORK

Program Name: Digital Solutions for El Paso Businesses and Startups: Pioneers 21 Website Development, Digital Marketing Series for Entrepreneurs, UTEP Internships and Mija Pioneers for 2023-2025

Subrecipient: Pioneers 21

AUTHORIZED SIGNER FOR ORGANIZATION: Laura P. Butler, Executive Director

SUBRECIPIENT ADDRESS: 500 W Overland Ave Suite #220 El Paso, TX 79901

PROJECT PERIOD

SERVICE PERIOD START: September 2023

SERVICE PERIOD END: Fall 2025

PROGRAM DESCRIPTION

Pioneers 21 will provide website development and e-commerce for businesses and startups, Digital Marketing Series for Entrepreneurs, Mija Pioneers youth leadership and entrepreneurship, and an internship program for UTEP Students to create opportunities for future leaders to connect with and learn from P21 ecosystem, mentors, entrepreneurs, P21 team on an ongoing basis for 2023-2025 via the incubator and entrepreneurship services that Pioneers 21 provides.

SITES & E-COMMERCE

PROBLEM STATEMENT SITES & E-COMMERCE

Sites & E-Commerce: According to the Hunt Institute, 90% of businesses that participated in their Broadband Gap survey have access to the internet. 90% of all entrepreneurs that need technical support request webpage and e-commerce support. Most entrepreneurs and longstanding business owners do not have the skillset and must contract out the work with costs as high as \$20,000-\$30,000. Our solution is that Pioneers 21 will create quality websites (76 landing pages and 60 e-commerce websites) and local hosting services to businesses. Offering e-commerce can benefit a business by lowering the cost of marketing strategies, reaching new markets, and making it easier to scale. According to Forbes, a business should look to have a webpage, sell online to increase revenue, connect to other audiences, and not leave money on the table. Throughout the two-year project period, Pioneers 21 will provide technical support to ensure the entrepreneurs have a successful launch website and e-commerce launch.

Sites & E-Commerce: The U.S. Census estimates that approximately 78,932 local businesses are currently registered with the county. According to the information that the HUNT Institute provided, 90% of business owners want technical support but don't have the skill set or the funds to pay for it. Depending on market trends, the problem may affect buyers and sellers.

Sites & E-Commerce: Gaps in internet access, lack of technical skills, and the need for online visibility as well as upgraded e-commerce support is impacting approximately 90% of all local firms. This problem has significant implications for improving sales strategies for El Paso business owners.

Sites & E-Commerce: P21 Digital solutions websites and ecommerce will differ by providing workshops for entrepreneurs on how to manage their websites in English and Spanish. The sites will be serviced and hosted locally that can be reached in-person and that has over 10 years experience working in the technology industry.

METHODOLOGY

Sites & E Commerce: We will create a percentage of web and e-commerce pages each quarter over the next 2 years. Offering will be on all marketing materials, social media, website and will be on a recurring newsletter that goes out to over 5k subscribers. In addition to this, we plan to add the offering to our P21 Venture Mentoring Service online application, workshops, and accelerator applications. Once we receive those applications, we will create a cohort of businesses, offer the service, meet with the business owners to assess needs of each business, then the cohort will attend a class on how to continue to build their e-commerce business. Web pages and e-commerce will be created based on business need and application trend. See goal chart on page 8.

Sites & E-Commerce: We want to generate more leads from marketing, networking events and create leads via applications by adding the offering along with the bilingual workshops in different areas of the city.

Time frame for achieving completion of goals is 24 months.

Locations where services or activities will occur: Pioneers 21, 500 West Overland Suite 220 or First floor depending on class size. Promotion of services will happen at events throughout the city over the course of 2 years.

METRICS/MILESTONES

Sites & E-Commerce: GOAL 1: Build Digital Solutions for El Paso Businesses and Startups: Pioneers 21 Website Development and e-commerce.

Objective: The plan is to **build 76 websites** and **60 e-commerce** by EOY 2 of this agreement for El Paso businesses and startups to provide them with an online presence and the education for them to maintain the launch of their site. Further objectives are to support El Paso businesses expand customer base, reach new markets, improve customer loyalty, brand awareness, streamline operations, and reduce costs. In building websites and e-commerce, we will follow: Discovery, strategy, user experience, web development, content integration, quality assurance, deployment, and training. Each site may take a different amount of time depending on each client request.

Measurable Outcomes: 76 sites and 60 e-commerce. P21 will provide applications submitted by entrepreneurs that are interested in having a website built. P21 will team up with the City of El Paso and create selection criteria for the applications to ensure an equitable process. Once entrepreneurs, business owners, startups are selected, P21 will provide a summary of applicants for websites and e-commerce by quarter with progress for each one. See page 8 for year 1 and year 2 deliverables.

EVALUATION

Sites & E-commerce: Create marketing, events (Eventbrite & sign in sheets), track applicants (must apply via qualification application), track # of applicants and sites created.

Data for the program will be collected as users are served for the sites & ecommerce. Collecting performance data indicators will help:

- Improving precision in targeting better services
- Understanding business trends
- Improving decision-making (for program improvement etc..)
- Reducing errors
- Enhancing marketing efforts
- Improving business processes

P21 INTERNSHIPS

PROBLEM STATEMENT P21 INTERNSHIPS

P21 INTERNSHIPS Problem statement: Internship security for E-LEAD students is a problem. E-LEAD is a new degree under the College of Engineering that combines engineering knowledge, leadership theory, innovation skills, and an understanding of business. Since access to talent/job creation/talent pool pipeline is one of the critical needs of 100% of ventures at P21 and P21 also needs access to talent, we decided to pilot creating an internship program where students would learn from talented professionals, mentors and receive office, project, research, and entrepreneurial experience, and be ready for the workforce as they finish their 4 to 5-year degree plan at UTEP.

Internships: We determined the need by piloting internships and requests for talent from ventures. One of the most critical topics that concerns businesses is access to talent. Size of undergraduate engineering students 3766, 86% Hispanic. 79% male, 21% female. The number of applicants per internship position is usually high and we receive most applications from the student organization LEAD, that stands for Lead, Engineer, Advance, Develop. There are many students that want internships and experience that will catapult their resume to the next level. With Hispanic or Latinos receiving only 17.4% of internship across the nation and the El Paso student population being predominantly Hispanic or Latino, we see it fit to open positions for interns interested in learning about entrepreneurship. At P21, 60% of internships have gone to Hispanic/Latino women.

Internships: Over the past 2 years, P21 has created 5 internships through Job Mine, hired UTEP students part time and created volunteer opportunities where students can participate in the innovation and entrepreneurship experience that P21 has while also obtaining job skills. As time progressed, we created a partnership with E-LEAD, via the UTEP College of Engineering. Lead, Engineer, Advance, Develop. Since we have a partnership with both, we post the positions in in Job Mine and most of our candidates come from this group. The problem is that not all the engineering students have internships in major corporations, especially the lower grade level students. Having experience at a business incubator will help their higher education applications, land other internships, and make their resume extremely robust at an early age.

Internships: Our program stands out from all other regional initiatives because it creates jobs for local UTEP students that directly exposes them to office skills, professional training, entrepreneurship, research, and local business trends during their undergraduate studies. While, recognizing a lack of diversity in the startup world, as well as problems with limited access to capital and mentorship, P21 is adding this program and creating jobs. Success of the program is that out of the 5 interns in the past 2 years, 2 are still employed and are undergrads at UTEP, 1 earned an executive internship at Boeing in Seattle, Washington, 1 was accepted to law school, 1 graduated from the college of engineering and pursued becoming an entrepreneur.

METHODOLOGY

Internships: Use of Job Mine and sharing P21 calendar with LEAD student organization and other student organizations will help increase job applications although we have not had an issue with interest.

METRICS/MILESTONES

Internships GOAL:

- Explore career alternatives prior to graduation.
- Integrate theory and practice.
- Assess interests and abilities in their field of study.

- Learn to appreciate work and its function in the economy.
- Develop work habits and attitudes necessary for job success.
- Develop communication, interpersonal and other critical skills in the job interview process.
- Build a record of work experience.

Measurable outcomes:

- Post positions in Job Mine at UTEP
- Interview
- Hire 4 interns per year for one-year internships.

EVALUATION

Internships: maintain relationship with student organization, track # of students hired, survey and provide annual performance reviews, job applications, resumes, paychecks, Job mine postings

DIGITAL MARKETING FOR ENTREPRENEUR

PROBLEM STATEMENT DIGITAL MARKETING FOR ENTREPRENEUR

Name of Program: Digital Marketing Series for Entrepreneurs/or another name from the list of workshop names at the end.

Service Start: September 2023

Service End: August 2025

Program Description: The program incorporates a series of workshops designed to help entrepreneurs develop and grow their online presence through a holistic approach to marketing. Each series will be comprised of 4-6 workshops covering a range of topics related to online marketing and branding.

Problem Statement: Research shows that a large majority of Hispanic businesses in El Paso, TX and in the U.S. are lacking the digital marketing and technology skills necessary to compete in the current environment. During the pandemic, 30% of businesses closed due in part for their inability to shift online quickly and their lack of digital marketing implementation. Even prior to COVID, the City Accelerator conducted a survey of small businesses that showed marketing as one of the top training needs (Accelerate El Paso, 2020). According to Demographics Now, there are over 25,000 registered businesses in the El Paso, TX area, and many of those don't have a business plan, let alone a marketing plan. According to Search Engine Journal, 50% of small businesses don't have a marketing plan, and according to Media Valet, 45% of organizations don't have a digital marketing strategy to direct them.

This program aims to close the gap and provide the tools necessary for businesses to thrive in the current economic environment by helping them create an online brand that creates awareness, attracts leads and converts clients into long time customers.

This program was created based on researching hundreds of SMEs, and from experience teaching thousands of students and entrepreneurs. It is different in the sense that there must be a holistic approach to marketing, rather than working in just one area of marketing, all the components need to be integrated to create long-term success.

METHODOLOGY

A series of digital marketing workshops will follow a multidimensional approach, whereby entrepreneurs will learn how specific aspects of marketing fit into their overall goals. The workshops will start with a basic foundation of all types of digital marketing, followed by specific topics related to website development, content, SEO, social media, online ads, email marketing, and

mobile among other topics. The workshops will be provided in hybrid form in various locations in person and online. They will be provided twice a month, each lasting 1hr 30 minutes during afternoons or evenings.

Topics will include (6 in the fall and 6 in the spring)

- When Spirit and Marketing Mingle
- Your Soul Has a Brand-How to Create Your Digital Signature
- Spark the Connection to Your Soul Clients
- Sorting Through the Mud
- The World is Your Stage
- Creating a dynamite website
- Content is Queen
- Social Media is the New Spotlight
- The Light at the end of SEO
- Email as a Love Letter to Your Client
- Ads that Sizzle
- Hanging in Your Client's Pocket through Mobile

METRICS/MILESTONES

The goal of the series is to educate entrepreneurs on various aspects of marketing needed to be successful in their enterprises by teaching them how to think strategically, how to think holistically, where to find resources, and how to utilize techniques that work specifically for them. The goal is to train 100 businesses, or more, and to help them shift from being unaware, or basically informed, to helping them to evolve and become more sophisticated entrepreneurs. These entrepreneurs will be surveyed at the end of the workshop series and will be contacted a year later to see results in creating awareness, expanding sales and/or profit.

EVALUATION

The program will be evaluated through surveys at the beginning and end of the program to understand how much entrepreneurs gauge their new knowledge. Then, they will be reached a year later (or 6mos) after implementing techniques to assess results on their acquisition and retention of new clients.

BUDGET

Personnel includes one digital marketing trainer. Trainer is required to have an MBA, digital marketing experience, and teaching experience. This work will be contracted out.

Locations where services or activities will occur: Pioneers 21, 500 West Overland Suite 220 or First floor depending on class size. Promotion of services will happen at events throughout the city over the course of 2 years.

MIJA PIONEERS: EMPOWERING YOUNG WOMEN FOR SUCESSS

PROBLEM STATEMENT: MIJA PIONEERS: EMPOWERING YOUNG WOMEN FORSUCCESS

Program Name: *Mija Pioneers: Empowering Young Women for Success*

Subrecipient: Mija, Yes you can.® Iris Lopez, Founder/Executive Director

SERVICE PERIOD START: Summer 2024

SERVICE PERIOD END: Fall 2025

PROGRAM DESCRIPTION: Career Development Program for School-Age Girls Focusing on Business, Entrepreneurship, Leadership Development And Mental Wellness.

Mija Pioneers will serve as a workshop for young women to provide them with the skills and knowledge they need to help them strive in the real world once they graduate high school and college.

This program is designed to allow young girls to learn from everyday business professionals who have dealt with challenges in their professional careers and have overcome them.

These business professionals will help in creating hands-on activities and presentations to provide tools and tips for young girls that we hope they will be able to take with them as they prepare for the real world. Mija Pioneers will also provide a focus on mental well-being to remind young women that they must take care of their mental health in order to be a strong leader for others.

PROBLEM STATEMENT: Through this program, Mija Pioneers will provide a space for young women to allow themselves to see a future in careers that are normally male dominated.

This program is aimed at educating young girls about the inequalities women face in the workforce and providing them with the proper education to tackle these inequalities when they are faced with them as a business professional.

According to data from the U.S. Census Bureau, as of 2020, Latina women earned approximately 55 to 60 cents for every dollar earned by white, non-Hispanic men. This significant gap illustrates the economic challenges Latina women encounter in the workforce.

This program will target young girls in our community, most of which are young Latina women. Latina women in the United States continue to face significant challenges related to the pay gap which include, but are not limited to the following:

1. Wage Disparities: Latina women experience a considerable pay gap compared to white, non-Hispanic men and women. On average, Latina women earn significantly less per hour than their male and non-Hispanic white female counterparts doing similar work.

2. Occupational Segregation: Latina women are often concentrated in certain industries or occupations, which may contribute to the wage gap. They may be underrepresented in higher-paying fields and overrepresented in lower-paying sectors, limiting their earning potential.

3. Educational Factors: Even with similar levels of education and experience, Latina women may still earn less than their male and non-Hispanic white counterparts. This phenomenon is known as the "education and experience gap" and highlights that other factors beyond education contribute to the pay disparity.

4. Language and Cultural Barriers: Language proficiency and cultural barriers can also impact the job opportunities available to Latina women, potentially leading to lower-paying positions or limited career growth.

5. Discrimination and Bias: Discrimination and bias, both explicit and implicit, can influence hiring practices, promotions, and wage negotiations, further exacerbating the pay gap for Latina women.

Mija Pioneers is a program that will set itself apart from other career development programs because the leaders that will be mentoring these young women will be people that understand the challenges faced as a Latina woman. Through this program we will develop the future CEO's, Founders, and Leaders of El Paso by bringing in mentors that represent reality.

Representation matters and for these young girls, being able to see themselves in the leaders that are providing them with information is key because the only way to believe in yourself is to understand that it can be done and our leaders will be proof of that.

METHODOLOGY

The primary objectives of the career development program are as follows:

- a) To introduce school-age girls to the concepts of business and entrepreneurship and foster an interest in these fields.
- b) To provide practical knowledge and skills related to starting and managing a business.
- c) To encourage girls to think creatively, develop innovative ideas, and problem-solving skills.
- d) To offer mentorship and guidance from successful women entrepreneurs and business professionals.
- e) To build confidence and self-esteem among participants to pursue leadership roles in the business world.

TARGET AUDIENCE: The program will target girls in middle and high schools, typically aged between 12 and 18 years. It will be open to all girls, regardless of their academic background, socioeconomic status, or prior exposure to business concepts.

METRICS/MILESTONES

Program Components Will Include:

- a) **Workshops and Seminars:** Conduct interactive workshops and seminars to introduce girls to the fundamentals of business and entrepreneurship. Topics will include idea generation, business planning, marketing, finance, and leadership.
- b) **Business Simulation Exercises:** Organize business simulation activities to provide hands-on experience in decision-making, problem-solving, and teamwork within a business context.
- c) **Leadership Training:** Deliver leadership development sessions that emphasize essential leadership qualities, effective communication, **emotional intelligence**, and conflict resolution.
- d) **Mentorship Program:** Establish a mentorship program pairing each participant with a successful female entrepreneur or business leader. Mentors will offer guidance, support, and motivation throughout the program.
- f) **Leadership Projects:** Encourage participants to take on leadership projects within their schools or communities to apply their newly acquired leadership skills to real-life situations.
- g) **Industry Exposure:** Arrange visits to local businesses, startups, and corporate offices to provide participants with insights into different industries and inspire them through interactions with successful women leaders.
- e) **Soft Skills Training:** Offer training in essential soft skills such as communication, negotiation, time management, and teamwork, which are crucial for success in business.

TIMELINE: The program will be designed as a year-long initiative, divided into different phases or modules, each focusing on specific aspects of business and entrepreneurship. The timeline will be flexible, allowing for adjustments based on school schedules and participants' needs.

EVALUATION

Regularly assess the effectiveness of the program through participant feedback, mentor feedback, and measurable outcomes, such as the number of girls expressing interest in pursuing business-related careers, the successful implementation of business plans, and improvements in participants' self-confidence and leadership abilities.

Produce periodic progress reports and a comprehensive final report detailing the program's impact, challenges, and recommendations for future iterations.

BUDGET

Develop a detailed budget that covers expenses related to workshops, seminars, materials, mentorship program coordination, incentives for competitions, transportation, and other necessary resources.

Partnerships and Collaborations: Seek partnerships with local businesses, women-led organizations, schools, and government agencies to ensure the success and sustainability of the program.

CONCLUSION: The career development program for school-age girls focusing on business and entrepreneurship aims to empower young girls to become confident, capable, and successful leaders in the business world.

By providing them with the necessary knowledge, skills, and mentorship, we hope to foster a new generation of women entrepreneurs who will contribute significantly to economic growth and gender equality.

BUDGET

Executive Director – Laura Butler will oversee the project. Laura Butler will not charge her Salary to this grant.

A program assistant will help manage the project and a portion of that assistant's salary will be supported by the program budget.

What qualifications must they have? College degree, use of programs such as Microsoft Office, CANVA and:

- Excellent speaking/reading/writing
- Public speaking experience
- Experience in leading a classroom.
- Excellent interpersonal skills
- Ability to multitask/organizational skills
- Ability to pay attention to detail.
- Excellent time management skills
- Creative and strategic thinking
- Familiarity with office equipment, computers, copiers, fax
- Professional, polite, clear and compelling communication skills
- Relationship building
- Business and entrepreneurship consulting

ARPA will contribute by helping Pioneers 21 increase # of entrepreneurs and businesses served and allow us to enroll more entrepreneurs into the incubator programs at no cost.

No fees will be charged to individuals / small businesses for services they receive under this program.

Individuals / Small Businesses will not be required to join the organization, services will be offered. Websites, e-commerce, hosting will not have a fee for the FIRST YEAR.

After the first year of hosting, business owners will have a hosting fee and this MUST BE DISCLOSED at the time of signing.

PROGRAM NAME: Digital Solutions for El Paso Businesses and Startups: Pioneers 21 Website Development, Marketing for Entrepreneurs, and UTEP Internships for 2023-2025	AMOUNTS
Funding Request	\$650,000
Program Cost	\$585,000
Administrative Fee	\$65,000
Administrative Fee %	10.00%
TOTAL	\$650,000

Year 1							
Performance Metric	Annual Goals	Sep Oct Nov 2023 Q1	Dec Jan Feb 2023 Q2	Mar Apr May 2024 Q3	Jun Jul Aug 2024 Q4	EO Year 1	Notes
Websites	76	5	4	20	15	44	
E-commerce	60	5	4	12	9	30	
Interns hired	Hire 4 per year for 1 year	1	1	1	1	4	
Marketing for Entrepreneurs Mija Pioneers	50	EOY 2023 20	July 2024 25				

Pioneers 21 Year 2							
Performance Metric	Annual Goals	Sep Oct Nov 2024 Q1	Dec Jan Feb 2024 Q2	Mar Apr May 2025 Q3	Jun Jul Aug 2024 Q4	EO Year 2	Notes
Websites	76	10	6	12	4	32	
E-commerce	60	5	4	12	9	30	
Interns hired	Hire 4 per year for 1 year	1	1	1	1	4	
Marketing for Entrepreneurs Mija Pioneers	50	EOY 2024 30	July 2025 25				

Year 1

Program Timeline	
August 29, 2023	City Council approval and contract signed.
September 4 - Sept 30, 2023 (and ongoing as needed)	Create and launch marketing materials promoting program, including updated website with program details, virtual info session, social media, e-newsletter blasts, press release, community outreach. Interview interns
October & November 2023	Market, create, and launch workshops for websites and marketing
December 4, 2023	Start scope of work for websites
January 15, 2024	Launch Mija Pioneers, continue websites, and marketing workshops
March 29, 2024	Continue marketing mija pioneers, workshops, websites and intern review
June 28, 2024	Finalize workshops and intern reviews
August 31, 2024	First year program report submitted.

Year 2

Program Timeline	
August 29, 2024	Year 2 begins
September 4 - Sept 30, 2024 (and ongoing as needed)	Create and launch marketing materials promoting program, including updated website with program details, virtual info session, social media, e-newsletter blasts, press release, community outreach. Interview interns
October & November 2024	Market, create, and launch workshops for websites and marketing
December 2, 2024	Start scope of work for websites
January 15, 2025	Launch Mija Pioneers, continue websites, and marketing workshops
March 31, 2025	Continue marketing mija pioneers, workshops, websites and intern review
June 30, 2025	Finalize workshops and intern reviews
August 31, 2025	Second year program report submitted.

ATTACHMENT “B”

BUDGET

Agency Name:	Pioneers 21	Project Name:	P21 Digital Solutions
---------------------	-------------	----------------------	-----------------------

Be specific. Include funding source, and contact person and phone number for purposes of verification.

Funding Source	Contact Person and		Budget Year
Other Federal Funds (please itemize)			
Other State & Local Government Funds (please itemize)			
Private Funds (please itemize)			
Total Project Income		\$ -	\$ -

Agency Name: Pioneers 21 **Project Name :** P21 Digital Services and P21 Entrepreneurial & Social Skills Internships

Line Item Expense Category			Budget Year
			Total Budget
Salaries			\$ 100,000.00
Fringe benefits			\$ 30,079.74
Contract services			\$ 305,760.26
Rent			
Communications			
Utilities & occupancy expenses			\$ -
Equipment rental & maintenance			\$ -
Equipment purchases			
Mileage reimbursements			\$ -
Postage & shipping			\$ -
Printing & publications			
Supplies			\$ -
Local conferences & meetings			\$ 6,000.00
Insurance			\$ -
Travel - long distance			\$ -
Other Expenses			\$ 208,160.00
Total Project Expenses	\$ -	\$ -	\$ 650,000.00

This is a proposed budget for an ARPA funded project. The budget should include expenses for the project. Please complete the attached supporting schedules for all applicable line items and the budget justification information for all "other" line items. Be specific, detailed and clear in presenting supporting information. Please double check all figures and ensure that supporting schedules match budget line items

<u>Agency Name:</u>	Pioneers 21	<u>Project Name :</u>	P21 Digital Solutions
----------------------------	-------------	------------------------------	-----------------------

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 Full-Time Employment Positions	TIME	Months Employed	Avg Monthly F/T Salary	Total Cost
Positions					
Project Coordinator	1.00	40.00	24	\$ 4,166.67	\$ 100,000.00
Total Funded Salaries	1.00				\$ 100,000.00

Agency Name:

Pioneers 21

Project Name : P21 DIGITAL SOLUTIONS

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 or CONTRACTOR”. A “Partner Supplement” must be provided for each partner sharing funds and responsibility for this project. The total on this page should correspond to the total on **Expense Summary**.

Partners / Contractors	Services Provided & Costing Methods	Total Project Budget		
		Units (Hours p/y)	Rate	Total Cost
Bright Sol Tech	Research and planning	20	\$100.00	\$1,664.26
Bright Sol Tech	Technical Infrastructure -- Server,	30	\$100.00	\$3,000.00
Bright Sol Tech	Changes	30	\$100.00	\$3,000.00
Bright Sol Tech	Custom Integration (APIs if needed)	30	\$100.00	\$3,000.00
Bright Sol Tech	Group and community setup	20	\$100.00	\$2,000.00
Bright Sol Tech	Testing & Quality Assurance /	20	\$100.00	\$2,000.00
Bright Sol Tech	Platform charges	12	\$500.00	\$6,000.00
Bright Sol Tech	Support/ Maintenance	12	\$200.00	\$2,400.00
Bright Sol Tech	Setup, Planning and Framework	40	\$70.00	\$2,800.00
Bright Sol Tech	Setup Technical Infrastructure	40	\$70.00	\$2,800.00
Bright Sol Tech	Website Development	760	\$70.00	\$53,200.00
Bright Sol Tech	Ecommerce Development	1,320	\$70.00	\$92,400.00
Bright Sol Tech	Hosting Website	912	\$25.00	\$22,800.00
Bright Sol Tech	Hosting ECommerce	720	\$40.00	\$28,800.00
Bright Sol Tech	Domains	1,632	\$3.00	\$4,896.00
Bright Sol Tech	Customer Support	1,000	\$40.00	\$40,000.00
Mija Yes You Can	Program Development	25	\$100.00	\$2,500.00
Mija Yes You Can	Research and planning	25	\$100.00	\$2,500.00
Mija Yes You Can	Workshop Series Delivery and	100	\$100.00	\$10,000.00
11-D Marketing, LLC.	Digital Marketing Series + Prep	120	\$100.00	\$12,000.00
11-D Marketing, LLC.	Digital Marketing Consults	60	\$100.00	\$6,000.00
11-D Marketing, LLC.	Administration Time	20	\$100.00	\$2,000.00
Total Contractual		6,648		\$305,760.26

Agency Name:

Project Name :

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**.

Payroll-based Costs	Total Project Budget		
	Benefit Rate	Salary Base	Total Cost for 2 years
FICA Taxes	7.6500%	\$50,000.00	\$ 7,659.00
Worker's Compensation			\$ 1,200.00
Unemployment Insurance			\$ 840.00
Employee-based Costs	Covered Staff	Cost per Employee	Total Cost
Income tax	Project Coordinator		\$ 9,165.67
Social Security	Project Coordinator		\$ 3,552.63
Medicare	Project Coordinator		\$ 1,662.44
Other Benefits (please itemize)	Basis for Estimate		Total Cost
Health insurance stipend	Monthly allocation	\$500.00	\$ 6,000.00
Total Benefits			\$ 30,079.74

Agency Name: _____ **Project Name :** _____

Project Name :

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.

Occupancy Costs	Total Project Budget		
	Months	Monthly Rate	Total Cost
Rent/lease costs			
Communications			
Utilities			
Electric service			
Natural gas service			
Water & sewer service			
Other occupancy costs			
Equipment Rental & Maintenance	Basis for Estimate		Total Cost
Equipment Purchases	Basis for Estimate		Total Cost
Total Occupancy & Equipment			\$ -

Agency Name:**Project Name :**

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
Mileage reimbursements		
Postage & shipping		
Printing & publications		
Supplies		
Local conferences		\$ 6,000.00
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)		
Admin. Fee		\$ 65,000.00
Mija Pioneers		\$ 15,000.00
Student Interns	4/year for 2 years @20hrs/week @\$13 an hour	\$ 108,160.00
Digital Marketing for Entrepreneurs		\$ 20,000.00
Total Supplemental Items		\$ 208,160.00

Public Services Application: Site Breakdown for Multi-Site Projects						
Agency Name		Project Name:				
#	Name of Site (Activity)* (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	ARPAFunds 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.						
*** Add lines for more line items and sites as needed						

ECONOMIC DEVELOPMENT RESPONSE + RECOVERY
PUBLIC SERVICES FUNDING
UNIT OF SERVICE DATA

AGENCY LEGAL NAME: __Pioneers 21__
(AS APPEARS ON CURRENT ARTICLES OF INCORPORATION)

P21 Digital Solutions and P21 Entrepreneurial & Social skills internships

Please provide your definition of the Service to be provided by the project.

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.

The units of service need to be reviewed in the context of the project. The development process is tracked by hours while the hosting, maintenance and support have flat charges billed monthly or annually. Since these are ongoing charges these need to be seen in the context of availability and usage.

Total cost (Development / Operation) for the management tool breaks down as follows:

Product Development is a specialized skill and the 200 hours are based on experience of BST who has executed many similar programs and Apps. Typical apps take 150 to 300 hours and this falls in line with that. The \$100 rate is competitive as per the market. This is one time cost to develop the project and deploy it.

Any Website / App will require hosting, maintenance and support. The operation costs are based on hosting (platform cost) which is billed monthly and the support/maintenance cost is also billed monthly. These could be billed annually as well. This is for one year of service after which the client will be responsible for the upkeep-- hosting and support.

Total cost (Development / Operation) for the landing page websites/ e-commerce websites break down as follows:

To efficiently execute and deliver 100 sites, BST wants to create a framework and infrastructure for the entire project that will take about 80 hours. Each website development for the landing

Complete information for current year, even if Economic Development is not currently funding the project.


Current Year FY	City Portion	Total Project
Number of units of service delivered	7280	7280
Cost to deliver these units (project cost)	\$301,376	\$301,376
Cost per unit of service (divide project cost by units)	\$41.40	\$41.40
Number of unduplicated clients to be served	100	100
Percent of overall clients reported	100%	100%

Budget Year FY	City	Total Project
Number of units of service delivered	7280	7280
Cost to deliver these units (project cost)	\$301,376	\$301,376
Cost per unit of service (divide project cost by units)	\$41.40	\$41.40
Number of unduplicated clients to be served	100	100
Percent of overall clients to be reported	100%	100%

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: Pioneers 21	FFATA Contact: (Name, Email and Phone Number): Laura P. Butler lpbutler@pioneers21.org 915-269-7273
Primary Address of Contractor: 500 West Overland Suite 220 El Paso, TX	Zip Code: 9-digits required www.usps.com 79901
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov C1DEGMMKC7W7	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits: 32043849614

Printed Name of Authorized Representative: Laura P. Butler	Signature of Authorized Representative 
Title of Authorized Representative Executive Director	Date Signed 8/7/2023

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?

City of El Paso Chapter 380 agreements

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



PION210-01

JLARES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 4682 Hub International Insurance Services 601 N. Mesa, Suite 1550 El Paso, TX 79901	CONTACT NAME: Jessie Lares PHONE (A/C, No, Ext): (915) 206-6074 6074 FAX (A/C, No): (866) 399-3972 E-MAIL ADDRESS: jessie.lares@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide General Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23760 22945

INSURED

Pioneers 21
500 W. Overland Ave. Suite 230
El Paso, TX 79901

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ACP3200887900	5/16/2023	5/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 HNO \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0001237696	5/16/2023	5/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement or policy terms that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions.

The Worker Compensation policy include a blanket automatic waiver of subrogation endorsement that provides a waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires it subject to policy terms and conditions

Hired & Non-Owned Auto Liability is included in General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso
300 N. Campbell
El Paso, TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Subject to Final Audit

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 8/9/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001237696 of Texas Mutual Insurance Company effective on 5/16/23

Endorsement no. 1

Issued to: PIONEERS 21



Premium change: \$2.00

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

8/8/23

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.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1199, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action requesting City Council support for the submission of the staff recommended grant application to the FY23 Strengthening Mobility and Revolutionizing Transportation (SMART) program for the ELP Airport City Lab Innovation Zone Project.

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

AGENDA DATE: September 12, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, 915-212-0065

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No. 4: Cultivate an Environment Conducive to Strong, Economic Development
No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

Discussion and action requesting City Council support for the submission of the staff recommended grant application to the FY23 Strengthening Mobility and Revolutionizing Transportation (SMART) program for the ELP Airport City Lab Innovation Zone Project.

BACKGROUND / DISCUSSION:

The USDOT FY23 SMART Grant Program provides up to \$2 million for Phase I planning and prototyping for projects focused on advanced smart city or community technologies and systems to improve transportation efficiency and safety. The ELP Airport City Lab Innovation Zone is an area to test, deploy, and scale transportation solutions for El Paso. As part of this project, the Airport will expand electrification initiatives, deploy digital twinning applications, invest in intelligent transportation systems, and develop transportation solutions with partners including TxDOT and Fort Bliss.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A – no match required

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: El Paso International Airport

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

DEPARTMENT HEAD:

Yvette Hernandez

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



Legislation Text

File #: 23-1215, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Human Resources, Mary Wiggins, (915) 212-1267

AGENDA LANGUAGE:

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

Discussion and action regarding a solicitation for an executive search firm to conduct a national search for the hiring of a permanent City Manager, including but not limited to consideration of the scope of work for a national search.

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

DEPARTMENT: Human Resources

AGENDA DATE: September 12, 2023

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Mary Wiggins, Chief Human Resources, 915-212-1267

DISTRICT(S) AFFECTED: All

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

SUBGOAL: Recruit and retain a skilled and diverse workforce

SUBJECT:

Discussion and action regarding a solicitation for an executive search firm to conduct a national search for the hiring of a permanent City Manager, including but not limited to consideration of the scope of work for a national search

BACKGROUND / DISCUSSION:

Item 11 from the August 29, 2023 City Council Meeting.

PRIOR COUNCIL ACTION:

Item 22 from the March 28, 2023 City Council Meeting.

AMOUNT AND SOURCE OF FUNDING:

Any

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

DEPARTMENT HEAD:

Mary Wiggins

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



Legislation Text

File #: 23-1208, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1

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

AGENDA LANGUAGE:

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

Discussion and action on Trails and Trailheads, to include deprogramming two proposed trails "Ellis Lateral Connection Trail" and "Carolina to Emerson Trail"; transferring funds from deprogrammed trails to "Rio Grande Trail North"; and to place on hold the feasibility study of "Avispa Canyon" until council recommends an alignment. Will bring forward recommendation from Open Space Advisory Board (OSAB).

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

AGENDA DATE: September 12, 2023
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212- 0065
DISTRICT(S) AFFECTED: 1
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

Discussion and Action on Trails and Trailheads, to include deprogramming two proposed trails "Ellis Lateral Connection Trail" and "Carolina to Emerson Trail"; transferring funds from deprogrammed trails to "Rio Grande Trail North"; and to place on hold the feasibility study of "Avispa Canyon" until council recommends an alignment. Will bring forward recommendation from Open Space Advisory Board (OSAB).

BACKGROUND / DISCUSSION:

City staff will provide updates on the Trails and Trailheads program developed through the Quality of Life Bond. City staff recommends funding intended for construction of the "Carolina to Emerson Trail" and the "Ellis Lateral Connection Trail" in the amount of \$537,141.68 to be reprogrammed for use on the "Rio Grande Trail North" and to place the feasibility study of "Avispa Canyon" on hold.

PRIOR COUNCIL ACTION:

March 7, 2017 Council approved amended trail and trailhead list to include Mountain to River trail and associated trailhead
January 31, 2023 Council approved a crossing surface installation agreement with BNSF Railway for the Mountain to River trail
August 22, 2023 OSAB meeting was held to discuss deprogramming of trails and feasibility study on Avispa Canyon.

AMOUNT AND SOURCE OF FUNDING:

Quality of Life bond - \$537,141.68

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _x YES __NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: Parks and Recreation Department

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

DEPARTMENT HEAD:

Yvette Hernandez

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

RESOLUTION

WHEREAS, the 2012 Quality of Life Bond program included \$6 million dollars for paved trails in Northeast, East, and West El Paso; and

WHEREAS, the “Carolina to Emerson Trail” and the “Ellis Lateral Connection Trail” had been identified as proposed trails to be constructed; and

WHEREAS, City staff recommends the proposed “Carolina to Emerson Trail” and the proposed “Ellis Lateral Connection Trail” be deprogrammed from the 2012 Quality of Life paved trail program; and

WHEREAS, City staff recommends funding, in the amount of \$537,141.68, as identified on Exhibit “A,” intended for construction of the “Carolina to Emerson Trail” and the “Ellis Lateral Connection Trail” be reprogrammed for use on the "Rio Grande Trail North", attached hereto; and

WHEREAS, City staff recommends that the engineering feasibility study to examine Avispa Canyon for inclusion in Mountain to River Trail be placed on hold.

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

That the City Manager, or designee, be authorized to deprogram the proposed “Carolina to Emerson Trail” and the proposed “Ellis Lateral Connection Trail”; and that the City Manager, or designee, be authorized to make necessary budget transfers and execute any and all necessary documents to reprogram the funding from the deprogrammed trails, in the amount of \$537,141.68, for use on the Rio Grande Trail North.

That City staff is hereby directed to put on hold the implementation of an engineering feasibility study to examine Avispa Canyon for inclusion in Mountain to River Trail.

APPROVED this _____ day of _____ 2023.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

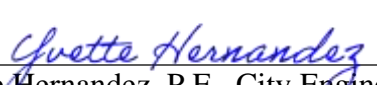
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

EXHIBIT “A”

Project	Budget	Recommended Action
Ellis Lateral	\$232,724.24	Transfer budget to Rio Grande Trail North
Carolina to Emerson	\$304,417.44	
Total Recommended Transfer		\$537,141.68



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1219, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

The City of Houston v. The State of Texas, Intervenor City of San Antonio and City of El Paso, Cause No. D-1-GN-23-003474 & No. 03-23-00531-CV (551.071).



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1221, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Economic and International Development, Elizabeth Triggs, (915) 212-0095

AGENDA LANGUAGE:

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

Discussion on potential economic development opportunities in Northwest El Paso. HQ#23-1055; (551.087).



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1222, **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.

Economic and International Development, Elizabeth Triggs, (915) 212-0095

AGENDA LANGUAGE:

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

Economic Incentives for Company Expansion and Headquarters to be located in the City of El Paso. HQ#23-939; (551.087).



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1223, 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.

Economic and International Development, Elizabeth Triggs, (915) 212-0095

AGENDA LANGUAGE:

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

Economic Incentives for the expansion of a Manufacturing Company located in the City of El Paso. HQ#23-476; (551.087).



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1239, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Workplace Complaint submitted to the City by Chief Internal Auditor (551.071)