

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

***** REVISED *****

AGENDA FOR THE REGULAR COUNCIL MEETING

**January 03, 2024
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: 941-073-775#**

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on January 3, 2024 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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

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

At the prompt please enter Conference ID: 941-073-775#

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/dfad29e838da41fd86052bb264abd397>

To Speak on Agenda Items:

<https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb>

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

Representative Cassandra Hernandez

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Crime Stoppers Month

Dr. Martin Luther King, Jr. Day

El Paso Police Department K-9 Unit Day

RECOGNITIONS BY MAYOR

Mayor's Distinguished Award

Bruce Reichman

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 Meetings of December 5, 2023 and December 12, 2023, and the Special City Council Meeting of December 18, 2023.

[24-30](#)

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

[24-31](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and PEDRO MORALES & FRANCISCA MORALES ("Applicant") in support of an infill development project located at 7833 Mount Latona Dr., El Paso, Texas 79904. The Agreement requires the Applicant to make a minimum investment of \$90,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$5,211.94 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

[24-05](#)

District 2

Economic and International Development, Jessica Torres, (915) 212-1699
Economic and International Development, Karina Brascalla, (915) 212-1570

4. A Resolution that the City Manager or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Kronberg Wall Architects LLC for a project known as "Title 18 - Building Code Amendments", for an amount not to exceed two hundred forty thousand, five hundred and no/100 dollars (\$240,500.00); and that the City Engineer without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursable performed pursuant to this Agreement in the amount not to exceed fifty thousand (\$50,000.00) if such services are necessary for the proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to \$50,000 and sign any amendments to the agreement.

[24-38](#)

All Districts

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

5. A Resolution that the City Manager, or designee, be authorized to sign a First Amendment to the Crosswinds Entertainment District Lease by and between the City of El Paso ("Lessor") and Anzures & Son, LLC ("Lessee") to delay the Rent Commencement an additional twelve (12) months and to provide credit for six (6) months of rent and credit for \$3,265.79 for a single month's rent as a result of \$25,405.37 of In-Kind Services performed by Lessee.

[24-45](#)

District 3

Airport, Sam Rodriguez, (915) 212-7301

Goal 3: Promote the Visual Image of El Paso

6. That the Planning and Inspection Liens on the attachment posted with this agenda be approved. (See Attachment A) [23-1614](#)

Districts 2, 7, 8

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

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

7. That the Mayor is hereby authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and the Ysleta Independent School District (the "District"), to 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. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carry out the agreement. [23-1635](#)

All Districts

Parks and Recreation, Pablo Caballero, (915) 212-8018

CONSENT AGENDA - SPECIAL RE-APPOINTMENTS:

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

8. A Resolution that the City of El Paso re-appoint Jackie York as a regular appointee to the Central Appraisal District Board of Directors. [24-85](#)

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

9. A Resolution that the City of El Paso re-appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors. [24-86](#)

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

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

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

10. Representative Joe Molinar to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser. [24-32](#)

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

11. Representative Art Fierro to the City of El Paso Employees Retirement Trust [24-33](#)

Board of Trustees by Mayor Oscar Leeser.

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

CONSENT AGENDA - NOTICE FOR NOTATION:

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

12. Accept the donation of \$500 from Galileo Church in Fort Worth, Texas to go toward the production and distribution of gender-neutral bathroom signs through LGBTQIA+ organizations of El Paso, such as Mountain Star Pride and Stonewall Democrats of El Paso, and in doing so is in alignment with the City of El Paso's ordinance, Chapter 5.19, on gender-neutral signage for single-user restrooms, which goes into effect on January 1, 2024. [24-87](#)

All Districts

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

13. Discussion and action to direct staff to review the position of the El Paso Civil Service Commission Recorder and return with recommendations. [24-77](#)

All Districts

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

14. Presentation and discussion regarding the El Paso Water budget workshop - FY 2024-2025 Budget Overview; FY 2024-2025 Stormwater operating and Capital Improvement Budget; FY 2024-2025 Water, Wastewater and Reclaimed Water Operating and Capital Improvement Budget; Proposed Rules and Regulation Changes, including rate and fee adjustments. [24-84](#)

All Districts

Members of the City Council, Mayor Oscar Leeser, (915) 212-1021

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

Goal 8: Nurture and Promote a Healthy, Sustainable Community

15. Climate and Sustainability Management Update. [24-23](#)

All Districts

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

REGULAR AGENDA - OTHER BUSINESS, BIDS, CONTRACTS, PROCUREMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

16. Discussion and action to authorize the City Manager to sign and enter into a subrecipient agreement with Workforce Solutions Borderplex to assist with the Climate Fellowship program and workforce development analysis as a key deliverable under the Environmental Protection Agency's (EPA) Climate Pollution Reduction Grant (CPRG) Program. [24-25](#)

All Districts

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

17. Discussion and action to approve a Resolution to authorize the City Manager to enter into a non-binding memorandum of understanding (MOU) with all members of the Leadership Steering Committee relating to the Environmental Protection Agency's (EPA) Climate Pollution Reduction Grant (CPRG) program. [24-28](#)

All Districts

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

18. The linkage to the Strategic Plan is subsection: 8.4 Reduce operational energy consumption. [24-83](#)

Award Summary:

Discussion and action on the award of Solicitation 2023-0670R Climate Action Plan to AECOM Technical Services, Inc., for a four (4) year term for an estimated amount of \$1,239,235.00. The contract will allow for the development of the city's first formalized Climate Action Plan (CAP).

Contract Variance:

No contract variance, new contract

Department:	Community & Human Development
Award to:	AECOM Technical Services, Inc.
City & State:	Chicago, IL
Initial Term:	4 Years
Option Term:	N/A
Total Contract Time:	4 Years
Annual Estimated Award:	\$309,808.75
Initial Term Estimated Award:	\$1,239,235.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$1,239,235.00
Accounts:	190 - 4825 - 29130 - 522270 - PCP23CLIMATEPLN
Funding Sources:	471 - 2465 - 71004 - 522150 - G7124CPRG Community Progress Bond 2022 EPA-CPRG Grant
District(s):	ALL

Contract Variance:

No contract variance, new contract.

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing Department and the Community & Human Development departments recommend award as indicated to AECOM Technical Services, Inc. the highest ranked bidder/offeror(s) based on the evaluation factors established in the evaluation criteria for this procurement. Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

Community and Human Development, 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: 941-073-775#

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/dfad29e838da41fd86052bb264abd397>

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

19. An Ordinance amending Ordinance No. 016528 to modify requirements for membership on the Board of Directors of the Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas. [24-04](#)
- District 8**
Economic and International Development, Karina Brascalla, (915) 212-1570
Economic and International Development, Elizabeth Triggs, (915) 212-0094
- PUBLIC HEARING WILL BE HELD ON JANUARY 17, 2024**
20. An Ordinance of the City Council of the City of El Paso, Texas, approving amendment number twenty-three to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, amending the plan to update the projected tax increment reinvestment zone revenue and establishing project cost categories. [24-07](#)
- District 8**
Economic and International Development, Karina Brascalla, (915) 212-1570
Economic and International Development, Elizabeth Triggs, (915) 212-0094
- PUBLIC HEARING WILL BE HELD ON JANUARY 17, 2024**
21. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 7.006 acres of land legally described as out of a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas. [24-42](#)
- District 7**
El Paso Water, Alex Vidales, (915) 594-5636
- PUBLIC HEARING WILL BE HELD ON JANUARY 17, 2024**
22. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas. [24-43](#)
- District 8**
El Paso Water, Alex Vidales, (915) 594-5636
- PUBLIC HEARING WILL BE HELD ON JANUARY 17, 2024**
23. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas. [24-44](#)
- District 1**
El Paso Water, Alex Vidales, (915) 594-5636
- PUBLIC HEARING WILL BE HELD ON JANUARY 17, 2024**

Goal 3: Promote the Visual Image of El Paso

24. An Ordinance granting Special Permit No. PZST23-00013, to allow for an adult day care center on the property described as a portion of Block 52, Government Hill Addition, 4115 Trowbridge Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

[24-27](#)

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

Subject Property: 4115 Trowbridge Drive
Applicant: Jireh Shiloh, LLC, PZST23-00013

District 2

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul J. G. Pina, (915) 212-1612

PUBLIC HEARING WILL BE HELD ON JANUARY 30, 2024

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

25. The linkage to the Strategic Plan is subsection: 1.4: Grow the core business of air transportation.

[24-34](#)

Award Summary:

Discussion and action of the award of Solicitation 2023-0424 Electric Cart Operator to Goodwill Industries of El Paso Inc. for an initial term of three (3) years for an estimated amount of \$352,800.00. The award also includes a two (2) year option for an estimated amount of \$235,200.00. The total contract time is for five (5) years for a total estimated amount of \$588,000.00. This contract will provide courtesy passenger shuttle service for passengers with limited mobility, those traveling with small children or any passenger that may need assistance to and from their gate.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$68,175.00 for the initial term, which represents a 23.95% due to additional hours added and an increase in the billable rate.

Department:	El Paso International Airport
Award to:	Goodwill Industries of El Paso Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years

Total Contract Time:	5 Years
Annual Estimated Award:	\$117,600.00
Initial Term Estimated Award:	\$352,800.00
Option Term Estimated Award:	\$235,200.00
Total Estimated Award	\$588,000.00
Account(s)	562 - 3000 - 62070 - 522150
Funding Source(s):	Airport Operating Fund
District(s):	All

This was a Best Value Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to Goodwill Industries of El Paso Inc. the sole highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
 Airport, Sam Rodriguez, (915) 212-1845

REGULAR AGENDA – EMERGENCY ORDINANCES:

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

- 26. 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. [24-19](#)

All Districts

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

- 27. 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. [24-20](#)

All Districts

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

REGULAR AGENDA - OTHER BUSINESS:

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

28. Discussion and action that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform mechanical & electrical services on a task order basis by and between the City of El Paso and each of the following two (2) consultants:

[23-1633](#)

1. Bath Group, LLC
2. Cardina Consulting, LLC

Each On-Call Agreement will be for an amount not to exceed Three Hundred Thousand and No/00 Dollars (\$300,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

All Districts

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

29. Discussion and action that the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform Municipal Solid Waste Engineering Services on a task basis by and between the City of El Paso and each of the following three (3) consultants: Burns & McDonnell Engineering Company, Inc., Parkhill, Smith & Cooper, Inc, and Stearns, Conrad and Schmidt Consulting Engineers, Inc. Each On Call Agreement will be for an amount not to exceed \$400,000.

[24-39](#)

All Districts

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

EXECUTIVE SESSION

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

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

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

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

Discussion and action on the following:

EX1. Kasco Ventures, Inc. v. City of El Paso; Cause No. 2021DCV1165. Matter No. [24-40](#)
21-1003-1154 (551.071)

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

EX2. Status of Contractor's Bankruptcy on City Contracts. HQ 23-578 (551.071) [24-41](#)

City Attorney's Office, Roberta Brito, (915) 212-0033

EX3. Texas Legislative Special Session 88(4) Senate Bill 4 related to illegal entry or [24-88](#)
presence in this state (551.071).

All Districts

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 120 hours in advance of the meeting.

Posted this 21st of December at 2:10 PM by Adrian Martinez.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-30, 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 Meetings of December 5, 2023 and December 12, 2023, and the Special City Council Meeting of December 18, 2023.

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



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

MINUTES FOR REGULAR COUNCIL MEETING

DECEMBER 5, 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 9:01 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Cassandra Hernandez, and Joe Molinar. Late arrivals: Isabel Salcido and Henry Rivera at 9:04 a.m., Art Fierro at 9:05 a.m., and Chris Canales at 9:06 a.m. Early departure: Cassandra Hernandez at 11:20 a.m.

**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

Sydney Candelaria

Nolan Candelaria

MAYOR'S PROCLAMATIONS

Gold Star and Military Survivor Children's Champions Day

**The Greetings from El Paso Mural and Artists Dedication to the City's Vibrancy and
Resilience**

Paul Albright, Defense Community Champion Day

RECOGNITIONS BY MAYOR

Mayor's Distinguished Award

Steve and Nancy Fox

The Regular City Council meeting was **RECESSED** at 9:29 a.m. in order to take photos with the honorees.

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

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NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Anello, seconded by Representative Salcido, 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, Anello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

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CONSENT AGENDA – APPROVAL OF MINUTES:

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

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1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meetings of November 21, 2023, the Agenda Review Meeting of November 20, 2023, and the Work Session of November 20, 2023.

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

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

NO ACTION was taken on this item.

.....
CONSENT AGENDA – RESOLUTIONS:

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

.....
3. ***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 of the Industrial Site Lease by and among the City of El Paso ("Lessor"), Halloran Family Joint Venture, LLC ("Assignor") and Hospice of El Paso, Inc. ("Assignee") regarding the following property:

A 70,939.069 square foot parcel of land, more or less, being the south half of the easterly 54.00 feet of Lot 4 and also the south half of Lots 5 and 6, Block 10, El Paso International Airport Tracts, Unit 7, City of El Paso, El Paso County, Texas, and municipally known and numbered as 8515 Lockheed Dr., El Paso, Texas.

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

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4. **RESOLUTION**

WHEREAS, on August 15, 2023, the City of El Paso ("City") awarded Contract No. 2023-0403 Fire Station 38 ("Contract") to the following vendor ("Vendor"): 1. EMJ Construction, LLC

WHEREAS, pursuant to Section 14, Subsection 7. **Liquidated Damages for Failure to Enter into Contract** of the Solicitation Documents associated with Solicitation 2023-0403 Fire Station 38; the City of may take steps to terminated the above-referenced award; and

WHEREAS, Vendor has failed or refused to execute and deliver the Contract and other required documents to City to finalize and execute the validly awarded Contract; and

WHEREAS, the City desires to terminate the and rebid the above solicitation.

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

That the Managing Director of Purchasing & Strategic Sourcing is authorized to notify EMJ Construction, LLC, that the City is terminating Contract No. 2023-0403 Fire Station 38 pursuant to Section 14, Subsection 7. **Liquidated Damages for Failure to Enter into Contract** of the Solicitation Documents, that the termination shall be effective as of December 5, 2023, and that the City may take all necessary steps to seek forfeiture of Vendor's bid bond as liquidated damages.

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

The following City staff members commented:

- Derek Russell, Senior Procurement Analyst
- Ms. Nicole Cote, Purchasing and Strategic Sourcing Managing Director
- Ms. Karla Nieman, City Attorney

Mr. Corbin Blackwell, EMJ Representative, 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 Fierro, seconded by Representative Kennedy, and carried to **APPROVE** the Resolution.

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

NAYS: Representative Canales

Goal 3: Promote the Visual Image of El Paso

5.

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

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

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

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

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

4625 Bobolink Way, more particularly described as Lot 15, Block 11, Marwood Subdivision, City of El Paso, El Paso County, Texas, PID #M130-999-0110-8500

to be \$347.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 50/100 DOLLARS (\$347.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

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

to be \$312.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWELVE AND 00/100 DOLLARS (\$312.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

5784 Ethel Rd, more particularly described as Lot 266 Abst 8716 Tr 21-K (0.27 Ac), S A & M G Rr Surv Subdivision, City of El Paso, El Paso County, Texas, PID #X266-999-S00B-5470

to be \$408.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of January, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHT AND 00/100 DOLLARS (\$408.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

5784 Ethel Rd, more particularly described as Lot 266 Abst 8716 Tr 21-K (0.27 Ac), S A & M G Rr Surv Subdivision, City of El Paso, El Paso County, Texas, PID #X266-999-S00B-5470

to be \$723.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED TWENTY THREE AND 00/100 DOLLARS (\$723.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

4108 Hallmark Ct, more particularly described as Lot 11 (6000 Sq Ft), Block 5, Desert Hills Subdivision, City of El Paso, El Paso County, Texas, PID #D444-999-0050-5100

to be \$952.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount NINE HUNDRED FIFTY TWO AND 50/100 DOLLARS (\$952.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

8845 Kenneth St, more particularly described as Lot 12 (6008.0 Sq Ft), Block 17, Del Norte Acres Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #D361-999-0170-2500

to be \$365.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY FIVE AND 00/100 DOLLARS (\$365.00) to

be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

8845 Kenneth St, more particularly described as Lot 12 (6008.0 Sq Ft), Block 17, Del Norte Acres Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #D361-999-0170-2500

to be \$572.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SEVENTY TWO AND 00/100 DOLLARS (\$572.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

8925 Robert Dr, more particularly described as Lot 7 & 8 & S 5 Ft Of 9 (16275.00 Sq Ft), Block 12, Del Norte Acres Subdivision, City of El Paso, El Paso County, Texas, PID #D361-999-0120-1700

to be \$616.15, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of October, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED SIXTEEN AND 15/100 DOLLARS (\$616.15) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

1907 N Boone St, more particularly described as Lot 34 Ft Of 12 To 16 Beg 72 Ft N Of Sec (4250 Sq Ft), more particularly described as Lot 35, Block 35, Government Hill Subdivision, City of El Paso, El Paso County, Texas, PID #G569-999-0350-4300

to be \$342.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY TWO AND 00/100 DOLLARS (\$342.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

244 S Awbrey St, more particularly described as Lot 6, Block W 92.5 Ft Of N 65 Ft Of 7, Collingsworth Subdivision, City of El Paso, El Paso County, Texas, PID #C730-999-0060-3700

to be \$681.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED EIGHTY ONE AND 50/100 DOLLARS (\$681.50) to be a lien on the above described property, said amount being due and payable

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

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

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

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

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

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

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

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

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

to be \$389.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of October, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY NINE AND 00/100 DOLLARS (\$389.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WALKER MURPHY K & MARIANNE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to

the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

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

to be \$626.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED TWENTY SIX AND 50/100 DOLLARS (\$626.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

3302 Dungarvan Dr, more particularly described as Lot 18 (8610 Sq Ft), Block 58, Scotsdale #7 Subdivision, City of El Paso, El Paso County, Texas, PID #S237-999-0580-3500

to be \$352.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of October, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY TWO AND 00/100 DOLLARS (\$352.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

3302 Dungarvan Dr, more particularly described as Lot 18 (8610 Sq Ft), Block 58, Scotsdale #7 Subdivision, City of El Paso, El Paso County, Texas, PID #S237-999-0580-3500

to be \$361.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY ONE AND 50/100 DOLLARS (\$361.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

10229 Maxwood Dr, more particularly described as Lot 25 (7350.00 Sq Ft), Block 125, Eastwood Heights #S Subdivision, City of El Paso, El Paso County, Texas, PID #E222-999-1250-4900

to be \$506.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIX AND 00/100 DOLLARS (\$506.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

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

10420 Aphonía Dr, more particularly described as Lot 31 (8293 Sq Ft), Block 16, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0160-6100

to be \$329.27, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of October, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY NINE AND 27/100 DOLLARS (\$329.27) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

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

to be \$332.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS (\$332.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

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

to be \$430.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY AND 00/100 DOLLARS (\$430.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

3445 Sunset Rose Dr, more particularly described as Lot 12 (4252.50 Sq Ft), Block 5, Loma Linda #1 (2nd Amending) Subdivision, City of El Paso, El Paso County, Texas, PID #L478-999-0050-1200

to be \$339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS (\$339.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA NINFA S, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In

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

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

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

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

3445 Sunset Rose Dr, more particularly described as Lot 12 (4252.50 Sq Ft), Block 5, Loma Linda #1 (2nd Amending) Subdivision, City of El Paso, El Paso County, Texas, PID #L478-999-0050-1200

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

11179 Wharf Cove Dr, more particularly described as Lot 19, Block 27, East Glen Subdivision, City of El Paso, El Paso County, Texas, PID #E054-999-0270-3700

to be \$323.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY THREE AND 00/100 DOLLARS (\$323.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

448 Butchofsky Pl, more particularly described as Lot Tr 3-A (3.14 Ac) & Tr 3-C (0.023 Ac) (3.163 Ac), Block 12, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-012A-0301

to be \$2069.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND SIXTY NINE AND 00/100 DOLLARS (\$2069.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

8238 Loma Terrace Rd, more particularly described as Lot W Pt Of 701 & E Pt Of 702 (7000 Sq Ft), Loma Terrace #4-C Subdivision, City of El Paso, El Paso County, Texas, PID #L536-999-001E-2700

to be \$703.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED THREE AND 00/100 DOLLARS (\$703.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BEJARANO YESSICA I & RIOS JOSE E, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental

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

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

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

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

313 S Zaragoza Rd, more particularly described as Lot 8-E (0.144 Ac), Block 42, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-042A-0844

to be \$714.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of January, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED FOURTEEN AND 00/100 DOLLARS (\$714.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

1215 Myrtle Ave, more particularly described as Lot 23 & 24, Block 18, Franklin Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F607-999-0180-6100

to be \$424.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY FOUR AND 00/100 DOLLARS (\$424.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANICH RITA M & 2 (JTROS), referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

4212 Wallington Dr, more particularly described as Lot Replat 15 & E 7.5 Ft Of 14 (8795 Sq FT), Block 11, Piedmont Hills Subdivision, City of El Paso, El Paso County, Texas, PID #P783-999-0110-4000

to be \$1024.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND TWENTY FOUR AND 50/100 DOLLARS (\$1024.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

6965 Alto Rey Ave, more particularly described as Lot 1 (8500 Sq Ft), Block 21, Coronado Terrace Replat Subdivision, City of El Paso, El Paso County, Texas, PID #C840-999-0210-0100

to be \$368.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY EIGHT AND 00/100 DOLLARS (\$368.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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Goal 7: Enhance and Sustain El Paso's Infrastructure Network
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6.

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

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

That the City Manager be authorized to sign the Second Amendment to an Agreement for Professional Services between the City of El Paso and AECOM Technical Services, Inc.

for a project known as “ARCHITECT AND ENGINEERING SERVICES FOR TRAFFIC MANAGEMENT CENTER UPGRADES” and to amend the Agreement to provide additional protection over confidential technological information.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

7.

***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 be authorized to sign an Interlocal Agreement between the Village of Vinton, Texas and the City of El Paso, Texas for the period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso to the Village of Vinton, for which the Village of Vinton shall pay to the City of El Paso an annual amount of EIGHTEEN THOUSAND SEVEN HUNDRED SIXTY FIVE DOLLARS AND NO/100 (\$18,765.00).

8.

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

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of San Elizario, Texas and the City of El Paso, Texas, for the period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso to the City of San Elizario, for which the City of San Elizario shall pay to the City of El Paso an annual amount of NINETY-TWO THOUSAND SEVENTY-FOUR DOLLARS AND NO/100 (\$92,074.00).

9.

***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 be authorized to sign an Interlocal Agreement between the Town of Horizon City, Texas and the City of El Paso, Texas, for the period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso to the Town of Horizon City, for which the Town of Horizon City shall pay to the City of El Paso an annual amount of ONE HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED SIXTY SEVENTY DOLLARS AND NO/100 (\$174,467.00).

10.

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

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

WHEREAS, The City of El Paso (“El Paso”) and the Town of Clint (“Clint”) are authorized to enter into interlocal agreements pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties have entered into interlocal agreements in the past to provide certain public health and environmental services for the mutual advancement of health and general welfare of the citizens of both Parties; and

WHEREAS, El Paso and Clint entered into an Interlocal Agreement for the fiscal year of September 1, 2021 through August 31, 2022 but was erroneously processed by Clint and sent to El Paso; and

WHEREAS, on June 21, 2023 the Town of Clint ratified the agreement previously agreed for the fiscal year of September 1, 2021 through August 31, 2022 for the provision of public health and quality services by El Paso to Clint; and

WHEREAS, Clint agreed that it shall pay to El Paso the total amounts as stipulated in the agreement for services rendered under the agreement.

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, Texas and the Town of Clint, Texas, for the period of September 1, 2021 through August 31, 2022, for the provision of public health and environmental services by the City of El Paso to the Town of Clint, for which the Town of Clint shall pay to the City of El Paso an annual amount of NINE THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS AND NO/100 (\$9,825.00).

11.

***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 be authorized to sign an Interlocal Agreement between the City of El Paso, Texas and the Town of Clint, Texas, for the period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso to the Town of Clint, for which the Town of Clint shall pay to the City of El Paso an annual amount of NINE THOUSAND EIGHT HUNDRED SEVENTY SEVEN DOLLARS AND NO/100 (\$9,877.00).

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

Goal 3: Promote the Visual image of El Paso

12. *Motion made, seconded, and unanimously carried to **RE-APPOINT** John J. Bryan II to the Building and Standards Commission by Representative Cassandra Hernandez, District 3.

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

13. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Ricardo Bustamante to the Parks and Recreation Advisory Board by Representative Chris Canales, District 8.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

14. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Brian Kanof to the Veteran's Affairs Advisory Committee by Representative Brian Kennedy, District 1.

CONSENT AGENDA – BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

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15. *Motion made, seconded, and unanimously carried to **DELETE** the board appointment of Isaac Rodriguez to the Capital Improvements Advisory Committee by Representative Cassandra Hernandez, District 3.
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Goal 8: Nurture and Promote a Healthy, Sustainable Community

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16. *Motion made, seconded, and unanimously carried to **APPOINT** Ileene Mendoza to the Animal Shelter Advisory Committee by Representative Brian Kennedy, District 1.
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The Regular City Council meeting was **RECESSED** at 10:15 a.m. in order to conduct the Mass Transit Department Board of Directors Meeting.

The Regular City Council meeting was **RECONVENED** at 10:23 a.m.

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REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

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

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17. Presentation and discussion by the El Paso Police Department on a strategic public safety plan to address incidents in and around the entertainment venues and house parties.

Police Chief Peter Pacillas introduced the item.

Police Commander Steve Lopez presented a PowerPoint presentation (copy on file in the City Clerk's Office).

The following Police Commanders introduced themselves to Council:

1. David Ramos
2. Michael Gaither
3. Ignacio Hernandez
4. John Lanahan

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

Army Lieutenant Colonel Lee Monzon, commented.

The following City staff members commented:

- Mr. Cary Westin, Interim City Manager
- Mr. Steve Alvarado, Code Enforcement Director
- Ms. Karla Nieman, City Attorney
- Ms. Lilia Worrell, Municipal Court Clerk

Ms. Patricia Osmond, citizen, commented.

NO ACTION was taken on this item.

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

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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 \$2,700.00, for holiday meals and celebrations at Memorial Senior Center, Wellington Chew Senior Center, Grandview Senior Center, Hilos de Plata Senior Center, and San Juan Senior 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.

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

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

NAYS: None

<u>REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:</u>

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

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- 19.** Presentation and discussion on the Buy El Paso Rewards Program, providing an overview and update on the program, including the program's purpose, highlighting its benefits, and guiding the community on how to actively participate in the program to support our vibrant local small business community.

Ms. Mirella Craigo, Economic and International Development Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser commented.

Ms. Tracey Jerome, Senior Deputy City Manager commented.

NO ACTION was taken on this item.

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- 20.** Presentation and discussion on the sale process for 19 City-owned properties located in the Union Plaza area of Downtown El Paso, bounded by W. Overland Ave. to the north, S. Santa Fe St. to the east, E. Paisano Dr. to the south, and Alley B to the west.

Ms. Elizabeth Triggs, Economic and International Development Director, and Ms. Karina Braggalla, Economic and International Development Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Annello and Canales commented.

Mr. Cary Westin, Interim City Manager, commented.

Mr. Arnulfo Hernandez, citizen, commented.

NO ACTION was taken on this item.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Mr. Jesus Mendoza
3. Ms. Patricia Osmond
4. Mr. Richard Schecter
5. Mr. Michael Amaral

REGULAR AGENDA – FIRST READING OF ORDINANCES:

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

Goal 3: Promote the Visual Image of El Paso

21. An Ordinance vacating a portion of City right-of-way located on the property described as Portion of Tract 18-A, Block 4, Upper Valley. City of El Paso, El Paso County, Texas.

Subject Property: 5000 Country Club Place.

Applicant: El Paso Country Club, SURW23-00002

22. An Ordinance vacating a 0.948 acre portion of Randolph Street and Blacker Avenue Right-Of-Way, located within Alexander Addition, City of El Paso, El Paso County, Texas.

Subject Property: Randolph Street and Blacker Avenue

Applicants: University of Texas at El Paso SURW23-00013

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

23. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), to amend the following: Section 2.92.020 (Definitions) Subsection (10) to update the definition of "Contribution"; Section 2.92.080 (Disclosure of Campaign Contributions) to require additional disclosures regarding contributions or donations from individuals or business entities receiving a benefit from a vote of City Council; Sections 2.92.120 (Jurisdiction), Subsection 2.92.130(A)(5) (Duties) and Subsection 2.92.160(B) (Filing a Complaint) to include Commission jurisdiction over and process for complaints regarding candidates, political committees and individuals or business entities obligated under Section 2.92.080; Section 2.92.160(C) (Filing a Complaint), to clarify process for complaints regarding the Chief Internal Auditor; Section 2.92.170(A) (Complaint Review) to amend the time period for response to an Ethics Complaint; and Section 2.92.200 (Disposition) to include a fine of up to \$500 as a possible sanction for violation of the Ethics Code.

PUBLIC HEARING WILL BE HELD ON DECEMBER 12, 2023 FOR ITEMS 21 THROUGH 23

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REGULAR AGENDA – EMERGENCY ORDINANCES:
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Goal 2: Set the Standard for a Safe and Secure City
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ITEMS 24 AND 25 WERE TAKEN TOGETHER

24.

ORDINANCE NO. 019571

**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 188,778 land border encounters in the month of October, 2023; and

WHEREAS, the El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 22,107 land border encounters in the month of October, 2023 and a total of 22,107 encounters for federal fiscal year 2024; 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 November 2023, approximately 2,900 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, in September, 2023, the City purchased the former Morehead Middle School campus to serve as its Community Readiness Center to assist migrants on a short-term basis; 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, CBP has increased the number of family units released into the community causing wait times for transportation to final destinations to increase and other logistical challenges; 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.

25.

ORDINANCE NO. 019572

**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 2024, Southwest encounters were at 188,778; and

WHEREAS, the El Paso sector of CBP had 22,107 land border encounters in the month of October, 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

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, in September, 2023, the City purchased the former Morehead Middle School campus to serve as its Community Readiness Center to assist migrants on a short-term basis; 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.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

Mayor Leeser consented to the adoption of the Emergency Ordinances.

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

ITEMS 26, 27, 30, 31 AND 32 WERE TAKEN TOGETHER

26. ORDINANCE 019573

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING FOR THE PROPERTY DESCRIBED AS TRACT 3, SECTION 3, AND TRACT 1, SECTION 4, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-2/C (HEAVY MANUFACTURING/CONDITIONS) TO C-4 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

27. ORDINANCE 019574

The City Clerk read an Ordinance entitled: **AN ORDINANCE RELEASING ALL CONDITIONS PLACED ON PROPERTY BY ORDINANCE NO. 19274 WHICH CHANGED THE ZONING OF TRACT 3, SECTION 3 AND TRACT 1, SECTION 4, BLOCK 80, TOWNSHIP 1, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

THE PROPOSED CONDITION RELEASE MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** items 26, 27, 30, 31, and 32 to the **FOREFRONT** of the Regular agenda.

2ND AND FINAL MOTION

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

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances 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 Ordinances, the same be and the same are hereby **ADOPTED**.

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Goal 7: Enhance and Sustain El Paso's Infrastructure Network
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ITEMS 28 AND 29 WERE TAKEN TOGETHER

ORDINANCE 019575

28. The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.041**

(SCHEDULE IV A-PARKING PROHIBITED DURING CERTAIN HOURS- SCHOOL DAYS ONLY, SUBSECTION B: NO PARKING, 7:00AM TO 5:00PM, MONDAY THROUGH FRIDAY, SCHOOL DAYS ONLY), TO ADD ITEMS 4. 2600 TIERRA CADIZ CT. FROM JOHN HAYES ST. TO TIERRA MURCIA ST.

29.

ORDINANCE 019576

The City Clerk read an Ordinance entitled: **AN ORDINANCE TO AMEND TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII - RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS) OF THE CITY CODE, TO ADD UNDER SUBSECTION N (NO PARKING, 7:00AM TO 5:00PM, SCHOOL DAYS ONLY) TO ADD ITEM 17. TIERRA MURCIA STREET BETWEEN TIERRA BILBAO DRIVE AND CHARLES FOSTER AVENUE, BOTH SIDES; TO ADD ITEM 18. PETRALIA AVENUE BETWEEN TIERRA MURCIA STREET AND WILHOIT PLACE, BOTH SIDES; TO ADD ITEM 19. TIERRA OVIEDO AVENUE BETWEEN TIERRA MURCIA STREET AND WILHOIT PLACE, BOTH SIDES; TO ADD ITEM 20. WILHOIT PLACE BETWEEN CIAMBRIELLO AVENUE AND PETRALIA AVENUE, WEST SIDE ONLY; TO ADD ITEM 21. TIERRA GIJON PLACE BETWEEN TIERRA BILBAO DRIVE AND CIAMBRIELLO AVENUE, WEST SIDE ONLY; TO ADD ITEM 22. TIERRA MALAGA PLACE BETWEEN TIERRA BILBAO DRIVE AND CIAMBRIELLO AVENUE, BOTH SIDES; TO ADD ITEM 23. TIERRA BILBAO DRIVE BETWEEN TIERRA MURCIA STREET AND TIERRA GIJON PLACE, BOTH SIDES; TO ADD ITEM 24. CIAMBRIELLO AVENUE BETWEEN TIERRA MURCIA STREET AND TIERRA GIJON PLACE, BOTH SIDES; TO ADD ITEM 25. CIAMBRIELLO AVENUE BETWEEN WILHOIT PLACE AND TIERRA GIJON PLACE, SOUTH SIDE ONLY; THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.**

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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

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REGULAR AGENDA – ADOPTION OF AN ORDINANCE AND OTHER BUSINESS:
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Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development
.....

ITEMS 30, 31, AND 32 WERE TAKEN TOGETHER WITH ITEMS 26 AND 27

30.

ORDINANCE 019577

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE WITH WURLDWISE LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE SALE OF APPROXIMATELY 1,039 ACRES OF PROPERTY SITUATED IN SECTION 3, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD SURVEY, ABSTRACT NO. 2381 AND SECTION 4, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD SURVEY, ABSTRACT NO. 9862, CITY OF EL PASO,**

EL PASO COUNTY, TEXAS FURTHER BEING PORTIONS OF TRACTS OF LAND DESCRIBED IN DEEDS TO CITY OF EL PASO RECORDED IN VOLUME 1176, PAGE 504, AND VOLUME 1186, PAGE 178, DEED RECORDS, EL PASO COUNTY, TEXAS; KNOWN AS TAX PARCELS 78427 AND 13470.

Ms. Vero Ann Carrillo, citizen, commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to MOVE items 26, 27, 30, 31, and 32 to the **FOREFRONT** of the Regular agenda.

2ND AND FINAL MOTION

Motion duly made by Representative Fierro, seconded by Representative Salcido, 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**.

31.

R E S O L U T I O N

WHEREAS, on October 24, 2023, the City Council of the City (the “**City Council**”) adopted a resolution, stating that the City elects to be eligible to participate in tax abatement and setting forth guidelines and criteria governing tax abatement agreements entered into between the City and various parties, entitled “City of El Paso Guidelines and Criteria for Tax Abatement Assistance” (the “**Policy**”); and

WHEREAS, the Policy contains appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Texas Tax Code, as amended (the “**Code**”); and

WHEREAS, Worldwide LLC, a Delaware limited liability corporation (“**Company**”) is considering the purchase of approximately 1,038.948 acres of Land (defined herein) owned by the City and located on the northside of Stan Roberts Sr. Avenue, West of U.S. Highway 54 in the City. As of the Effective Date, the Land is located entirely within Reinvestment Zone No. 1, City of El Paso, Texas (the “**Zone**”) established by the City Council on November 21, 2023 by Ordinance No. 019562 (the “**Ordinance**”); and

WHEREAS, if Company acquires the Land, contingent upon receipt of the tax abatement herein, Company proposes to construct in one or more phases, which may extend over a period of years, one or more Data Center(s) (as defined herein), as well as certain accessory uses or buildings located on the Land and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenants located on the Land (collectively, the “**Project**”); and

WHEREAS, Company’s proposed Project, including its proposed construction of the Project Improvements (defined herein), will benefit the City by developing currently vacant land into a viable commercial operation with significant opportunities for employment and tax

base growth. In recognition of the potential economic benefits that will accrue to the City as a result of the proposed Project, the City desires to enter into this Tax Abatement Agreement (“**Agreement**”) to provide economic incentives in return for verifiable commitments from Company with regard to improvements, employment and other benefits to be made or invested in the City; and

WHEREAS, the City has an interest in partnering with companies that give back to the local community and Company is a business that has a track record of being a good business partner; and

WEREAS, the development of the Land and the terms of this Agreement are consistent with encouraging development of the Zone and generating economic development and increased employment opportunities in the City, in accordance with the purposes for creation of the Zone, and are in compliance with the Policy, the Ordinance and all other applicable laws, ordinances, policies, rules and regulations; and

WHEREAS, the provisions of this Agreement, and the nature of capital investment related thereto satisfy the eligibility criteria for tax abatement pursuant to Section IV of the Policy; and

WHEREAS, written notice that the City intends to enter into this Agreement, along with a copy of this Agreement, as applicable, has been furnished in the manner prescribed by the Code, including without limitation to the presiding officers of the governing bodies of each of the taxing units that have jurisdiction over the Land; and

WHEREAS, the abatement granted under this Agreement is in conjunction with a broader economic development program governed by that certain 380 Economic Development Agreement between the City and Company pursuant to Chapter 380 of the Texas Local Government Code (the “**380 Program Agreement**”) to be executed substantially concurrent with this Agreement;

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

THAT the City Manager be authorized to sign a Tax Abatement Agreement (“**Agreement**”) by and between the City of El Paso, Texas (“**City**”) and Worldwide, LLC, a Delaware limited liability company, d/b/a Statue LLC (“**Company**”) in support of the construction, in one or more phases which may extend over a period of years, one or more data center(s) and certain accessory uses on approximately 1,039 acres of land on the northside of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas (the “**Project**”). Subject to the terms and conditions of the Agreement and provided that Company expends or causes to expend a minimum of **\$800,000,000.00** in construction and personal equipment costs for the Project (“**Initial Investment**”), City agrees to provide Company with annual property tax abatements in an amount equal to 80 percent of the aggregate property tax revenue attributable to the Initial Investment over a 10-year period beginning the calendar year following the year in which the Company provides documentation to the City that it has met its Initial Investment requirements (“**Abatements**”). Company may develop additional phases, each representing a minimum **\$800,000,000.00** expenditure in construction and personal equipment costs; and if so, subject to the terms and conditions of the Agreement, shall be eligible for separate Abatements for each phase for up to five phases during the term of the Agreement.

Ms. Patricia Osmond, citizen, commented.

RESOLUTION

WHEREAS, the El Paso City Council ("City") approved the Texas Economic Development Incentive Program ("TED Program") – Policy and Guidelines on January 20, 2021; and

WHEREAS, the purpose of the TED Program is to make funds available for financial incentives in the form of economic development grants and/or loans to promote economic development within El Paso Electric's Texas Service Area through various categories, including Infrastructure Development Assistance; and

WHEREAS, the contemplated intersection improvements to Stan Roberts and US-54 meet the criteria of the TED Program; and

WHEREAS, the City desires to allocate funds from the TED Program in an amount not to exceed \$5,000,000 to the intersection improvements to Stan Roberts and US-54 in connection with the development contemplated in the Chapter 380 Economic Development Program Agreement entered into between the City and WURLDWIDE LLC, a Delaware limited liability company.

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

THAT the above recitals are accepted as true and correct;

THAT the City approves the allocation of funds from the Texas Economic Development Incentive Program to fund the intersection improvements at Stan Roberts and US-54 to support and facilitate development of the approximate 1,039 acres of land on the north side of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas in connection with the development contemplated in the Chapter 380 Economic Development Program Agreement entered into between the City of El Paso and Worldwide LLC, a Delaware limited liability company, in an amount not to exceed \$5,000,000; and

THAT the City Manager, or designee, be authorized to execute any budget transfers and associated agreements in order to effectuate the intent of this Resolution.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** items 26, 27, 30, 31, and 32 to the **FOREFRONT** of the Regular agenda.

2ND AND FINAL MOTION

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

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

NAYS: None

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REGULAR AGENDA – OTHER BUSINESS:

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

RESOLUTION

WHEREAS, on August 15, 2023, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2024 City budget by resolution ("Budget Resolution"); and

WHEREAS, Section 6 of the FY2024 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed \$100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding \$100,000 requiring City Council approval; and

WHEREAS, the El Paso International Airport requires budget transfers in excess of \$100,000, which in accordance with Section 6 of the FY2024 Budget Resolution, require Council approval, and

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

THAT, the City Manager, or designee, be authorized to effectuate the listed budget transfers, attached to this Resolution as Exhibit A, for the El Paso International Airport as necessary to execute the approved Capital Improvement Plan in FY 2024.

EXHIBIT A

CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET TRANSFER REQUEST FY 2024

BT Number	Justification	From	To	Project	Amount
2024-0061	Increase budget for PAP00987 Ameristar Hangar Improvements per Airport CIP	3000 - Airport Operating Fund	3010 - Airport Capital Fund	PAP00987	2,820,592
2024-0062	Increase budget for G62A234902 General Aviation Ramp Reconstruction per Airport CIP	3000 - Airport Operating Fund	3010 - Airport Capital Fund	G62A234902	50,000
2024-0063	Increase budget for PAP00988 Terminal Drive Improvements per Airport CIP	3000 - Airport Operating Fund	3010 - Airport Capital Fund	PAP00988	2,600,000
2024-0064	Increase budget for PAP00976 Parking Lot Electrical Improvements per Airport CIP	3000 - Airport Operating Fund	3010 - Airport Capital Fund	PAP00976	50,000

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, 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

ADJOURN

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried to **ADJOURN** this meeting at 12:50 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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

DECEMBER 12, 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 9:01 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Joe Molinar, Isabel Salcido, and Rivera. Late arrivals: Cassandra Hernandez, Art Fierro, and Chris Canales at 9:08 a.m.

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

PLEDGE OF ALLEGIANCE

The Regular City Council meeting was **RECESSED** at 9:09 a.m. for pictures with performing choir.
The Regular City Council meeting was **RECONVENED** at 9:14 a.m.

MAYOR'S PROCLAMATIONS

Beacons of Hope Day

Wayne Thornton Community Center at Grandview Day

Armando Rodriguez Day

Tony the Tiger Sun Bowl Week

RECOGNITIONS BY MAYOR

Veterans Patriotic Commemorative Plaque

The Regular City Council meeting was **RECESSED** at 9:45 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 10:04 a.m.

NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Annello, seconded by Representative Salcido, 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 Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Kennedy

.....
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 Special City Council Meeting of December 4, 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 1: Create an Environment Conducive to Strong, Sustainable Economic Development
.....

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

WHEREAS, the City of El Paso, as recipient of a grant of authority from the U.S. Foreign Trade Zones Board, is authorized to establish, operate, and maintain Foreign Trade Zone No. 68; and

WHEREAS, the City of El Paso, by and through its Department of Aviation, established, owns, operates, and maintains Foreign Trade Zone No. 68 in order to expedite and encourage foreign commerce in the El Paso region; and

WHEREAS, the City of El Paso desires to submit a minor boundary modification application to the U.S. Foreign Trade Zone Board to modify the boundaries of Foreign Trade Zone No. 68 to include a new site which will be used primarily for distribution operations and to delete an identified site which is no longer suitable for use in Foreign-Trade Zone No. 68; and

WHEREAS, the City of El Paso desires the minor boundary application be subject to the activation limit under the traditional site framework,

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

That the Director of Aviation or designee be authorized to submit a minor boundary modification application, including all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zone Board, which will modify the boundaries of Foreign Trade Zone No. 68 to include the following parcel:

490 A Bill Burnett, City of El Paso, El Paso County, Texas 79925 which is Building 1 of the new Constellation Development Industrial Park (approximately 25 acres).

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

4.

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

WHEREAS, Ordinance No. 18059, approved by the City Council of the City of El Paso on August 6, 2013, authorizes City Council to declare limited periods of "amnesty" to allow borrowers of items from the El Paso Public Library to return overdue items or items previously considered lost, without payment of the applicable overdue fines or fees for lost items; and

WHEREAS, the Library has participated in the annual MLK Canned Food Drive since 2001 and has helped collect more than 300 tons of food to help feed the hungry in El Paso; and

WHEREAS, the Library desires to encourage donations of canned and non-perishable food donations to the MLK Canned Food Drive, an initiative of the City of El Paso.

WHEREAS, the Library plans on partnering with Animal Services to help collect food for pets to help feed hungry animals and encourage the donation of food for pets to Animal Services.

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

That the period of January 2, 2024, through January 20, 2024, be declared Library Amnesty period for the El Paso Public Library ("the Library") to waive \$1.00 worth of fines for every canned or non-perishable food donation, \$1.00 worth of fines for every can of pet food, and \$2.00 worth of fines for every pound of dry pet food made to the MLK Canned Food Drive and Animal Services at Library locations, provided that all materials are returned to the Library in good condition.

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

5.

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

WHEREAS, the City Council of the City of El Paso ("City") established Transportation Reinvestment Zone Number Two ("TRZ 2" or "Zone") pursuant to the provision of Texas Transportation Code Section 222 ("Act") to promote transportation and transit-related projects, via adoption of Ordinance 017332, on May 25, 2010; and

WHEREAS, on or about August 2010; the City pledged the proceeds of TRZ 2 to repay loan number S2010-001-02; K-10-Americas from the State Infrastructure Bank ("SIB") in the approximate amount of \$30,000,000; and

WHEREAS, on or about February 2012; the City pledged the proceeds of TRZ 2 to repay a loan number S2011-001-03; K-12-Zaragoza from the SIB in the approximate amount of \$20,000,000; and

WHEREAS, on or about June 2021; the City pledged the proceeds of TRZ 2 to repay a loan number S2020-006-05; K-21-I-10 Widening from the SIB in the approximate amount of \$30,000,000; and

WHEREAS, on or about July 31, 2023 the City approved the payment, in full, of the aforementioned SIB loans in advance of their respective amortization schedules in order to allow the City to save approximately \$20.6 million in interest and financing charges; and

WHEREAS, on or about October 4, 2023 the City received confirmation from the SIB of payment in full of loan S2010-001-02; K-10-Americas; and

WHEREAS, on or about August 7, 2023 the City received confirmation from the SIB of payment in full of loan(s) S2020-006-05; K-21-I-10 Widening and S2011-001-03; K-12-Zaragoza; and

WHEREAS, Ordinance 017332 allows for the termination of the Zone in accordance with the termination provisions of the Act; and

WHEREAS, subsection 222.106(j) terminates the Zone on December 31st of the year in which a municipality completes all contractual requirements that included the pledge or assignment of all or a portion of money deposited to a tax increment account; or the repayment of money owed under an agreement for development, redevelopment, or improvement of the project or projects for which the zone was designated; and

WHEREAS, subsection 222.106(l) of the act allows for any surplus remaining in a tax increment account on termination of a zone may be used for other purposes as determined by the municipality.

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

THAT, the recitals and findings included in this Resolution are found to be true and correct; and

THAT, having met the requirements of subsection 222.106(j) of the Act the Zone will terminate on December 31, 2023; and

THAT, upon termination of the Zone; the City Manager, or designee, be authorized to transfer any funds remaining in the Zone's tax increment account to the General Fund.

.....
CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:
.....

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

6. *Motion made, seconded, and unanimously carried to **APPROVE** a refund to CoreLogic Refunds Dept., in the amount of \$4,347.00 for an overpayment made on December 29, 2021 of 2021 taxes, Geo. # S380-999-0110-2600. 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.

.....
CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:
.....

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

7. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by City Representative Alessandra Annello: Robert & Rosario Halpern \$2,000.

.....
CONSENT AGENDA – BIDS:
.....

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

ITEMS 8 AND 9 WERE TAKEN TOGETHER

8. **ITEM:** The award of Solicitation 2024-0019 Bel Air High School HAWK Signal Improvements to EL PASO A.R.C. ELECTRIC, INC. for a total estimated amount of \$198,332.21. This contract will allow for the installation of a HAWK - Pedestrian Hybrid Beacon Signal at the intersection of Yarbrough Drive and Esther Road to serve Bel Air High School.

Department:	Streets and Maintenance
Award to:	EL PASO A.R.C. ELECTRIC, INC.
City & State:	El Paso, TX
Item(s):	Base Bid I
Contract Term:	90 Consecutive Calendar Days
Base Bid I:	\$198,332.21
Total Estimated Award:	\$198,332.21
Account(s):	532 - 4970 - 580270 - 32020 - PCP23ST001
Funding Source(s):	Other Outside Sources Fund - Bel Air HAWK System Flashers Project
District(s):	7

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to EL PASO A.R.C. ELECTRIC, INC. the lowest responsive and responsible bidder. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

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

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

9. **ITEM:** The award of Solicitation 2024-0018 Eastwood High School HAWK Signal Improvements to EL PASO A.R.C. ELECTRIC, INC. for a total estimated amount of \$172,764.89. This contract will allow for the installation of a HAWK - Pedestrian Hybrid Beacon Signal at the intersection of McRae Boulevard and Daugherty Drive to serve Eastwood High School.

Department: Streets and Maintenance
 Award to: EL PASO A.R.C. ELECTRIC, INC.
 City & State: El Paso, TX
 Item(s): Base Bid I
 Contract Term: 90 Consecutive Calendar Days
 Base Bid I: \$172,764.89
 Total Estimated Award: \$172,764.89
 Account(s): 532 - 4970 - 580270 - 32020 - PCP23ST001
 Funding Source(s): Other Outside Sources Fund - Eastwood HAWK System
 Flashers Project
 District(s): 7

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to EL PASO A.R.C. ELECTRIC, INC. the lowest responsive and responsible bidder.

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

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

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

Mr. Jose Gutierrez, Streets and Maintenance Project Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** the items to the **REGULAR AGENDA**.

2ND AND FINAL MOTION

Motion made by Representative Rivera, seconded by Representative Annello, and unanimously carried to **AWARD** the Solicitations.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Kennedy and Salcido

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:

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

.....
10. Presentation on the FY 2023 4th Quarter Financial Report.

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

Mayor Leeser and Representative Hernandez commented.

Mr. Cary Westin, Interim City Manager, commented.

NO ACTION was taken on this item.

.....
11. Presentation and discussion providing a preview of the upcoming Strategic Planning Session, including the integration of the Comprehensive Plan Update, and an operations update focused on the Parks System and City Facilities:

1. Parks System Update (Ben Fyffe and Emigdio Gonzalez)

2. Facilities Update (Victor Morales)

3. Strategic Planning Session preview and integration of the Comprehensive Plan Update (Juliana Baldwin-Munoz and Alex Hoffman)

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

- Mr. Ben Fyffe, Cultural Affairs and Recreation Managing Director
- Mr. Emigdio Gonzalez, Parks Operations Superintendent
- Mr. Victor Morales, Facilities Engineer
- Ms. Juliana Baldwin-Munoz, Chief Transformation Officer
- Mr. Alex Hoffman, Capital Improvement Department Assistant Director
- Mr. Nahum Apodaca, Comprehensive Plan Project Manager

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

Mr. Cary Westin, Interim City Manager, commented.

NO ACTION was taken on this item.

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

.....
12. Presentation and update on behalf of the Diversity, Equity, Inclusion, and Accessibility Cross Functional Team.

Motion made by Representative Hernandez, seconded by Representative Salcido, and unanimously carried to **POSTPONE** the presentation for **FIVE WEEKS**.

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

NAYS: None

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

13. *Motion made, seconded, and unanimously carried to **POSTPONE FIVE WEEKS** the discussion on City Council-requested action to develop additional Police Department policies with respect to gender-diverse individuals and bias-free policing.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Mr. Arnulfo Hernandez
2. Ms. Elizabeth Crawford
3. Mr. Ron Comeau
4. Ms. Patricia Osmond
5. Ms. Carmen E. Rodriguez
6. Vero Ann Carrillo – statement read into the record by the City Clerk

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

14. Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue a Purchase Order for Solicitation 2024-0196 Youth Football Referees to David Baray for an initial term of three (3) years for an estimated amount of \$724,050.00. This contract will allow the procurement of certified football referees to officiate Youth Football tournaments and leagues for the Parks and Recreation Department.

Contract Variance The difference based in comparison to the previous contract is as follows: An annual increase of \$51,950.00, which represents a 26.89% due to the "not to exceed cost per game" was increased by Parks and Recreation Department for Youth Football Referees due to the current wage market for this new contract.

Department:	Parks and Recreation
Award to:	David Baray
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$241,350.00
Initial Term Estimated Award:	\$724,050.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$724,050.00
Account(s):	451 - 1000 - 51270 - 522110 - P5113
Funding Source(s):	General Fund
District(s):	All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing Department and Parks and Recreation Department recommend award as indicated to David Baray under the exemption listed above.

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

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

NAYS: None

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

15. Motion made by Representative Fierro, seconded by Representative Rivera, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue a Purchase Order(s) for Solicitation 2024-0152 Digital Learning Computers for Kids to AWE Acquisition, Inc. dba AWE Learning the (sole source/sole and/or authorized distributor) for a one-time purchase for an estimated amount of \$77,755.00. This contract will allow the Libraries Department to purchase Bilingual computer stations for kids.

Contract Variance:

No contract variance, new purchase of equipment of this sort.

Department:	Libraries
Award to:	AWE Acquisition, Inc. dba AWE Learning
City & State:	Chester, PA
Item(s):	All
Total Contract Time:	One-time
Total Estimated Award:	\$77,755.00
Account(s):	533020-453-4930-53000-P22ROLLIBCOMPLAB
Funding Source(s):	Libraries - Capital Projects - Internal
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 -(7) a procurement of items that are available from only one source - (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; (E) books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.

The Purchasing & Strategic Sourcing Department and Libraries recommend award as indicated to AWE Acquisition, Inc. dba AWE Learning under the exemption listed above.

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

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

NAYS: None

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

16. Motion made by Representative Fierro, seconded by Representative Salcido, and carried to **AWARD** Solicitation No. 2024-0113R Executive Recruiting Services (Re-Bid) for on-call executive recruitment services. Services will be requested on a task order basis by and between the following two (2) firms:

1. Baker Tilly US, LLP; and
2. Octagon Staffing, LLC

Each consultant will perform the work on a task order basis pursuant to the rates established in Solicitation No. 2024-0113R. Each on-call executive recruitment award for an initial term of three (3) years for an estimated amount of \$540,000.00. The award also includes a two (2) year option for an estimated amount of \$360,000.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$900,000.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$90,000.00 for the initial term, which represents a 20.00% increase due to additional executive positions included under this contract.

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing Department and Human Resources Department recommend award as indicated to Baker Tilly US, LLP and Octagon Staffing, LLC the highest ranked offerors based on the evaluation factors established in the evaluation criteria for this procurement and to deem Brightpath Associates, LLC non responsive due not providing a fixed cost but a percentage amount.

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

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

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

Goal 8: Set the Standard for Sound Governance and Fiscal Management

17. Motion made by Representative Fierro, seconded by Representative Rivera, and unanimously carried to **AWARD** Solicitation 2023-0624 Animal Services Janitorial Service to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$458,211.60. The award also includes a two (2) year option for an estimated amount of \$305,474.40 The total contract time is for five (5) years for a total estimated amount of \$763,686.00. This contract will provide daily cleaning for the lobby, restrooms and high traffic areas for three locations around the city.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$357,152.40 for the initial term, which represents a 353.41% increase due to the addition of a third location as well as an increase in hourly rate.

Department: Animal Services

Award to:	Ace Government Services, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$152,737.20
Initial Term Estimated Award:	\$458,211.60
Option Term Estimated Award:	\$305,474.40
Total Estimated Award:	\$763,686.00
Account(s):	225 - 2580 - 25110 - 522060
Funding Source(s):	Animal Services Fund
District(s):	All

This was a Best Value Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Ace Government Services, LLC the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem Amanda Pauline Nyser dba Axiom Enterprise Solutions, LLC and Vicente Monreal dba Life Landscaping on responsive due to submitting the incorrect bid form.

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

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

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

NAYS: None

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

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

18. ORDINANCE 019578

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 20 (ZONING), APPENDIX A (TABLE OF PERMISSIBLE USES), AND APPENDIX B (TABLE OF DENSITY AND DIMENSIONAL STANDARDS) TO ADOPT THE UNION PLAZA ARCHITECTURAL AND DESIGN GUIDELINES AND UPDATE REFERENCES. THE PENALTY IS AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Mayor Leaser commented.

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

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

AYES: Representatives Kennedy, Anello, 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**.

Goal 3: Promote the Visual Image of El Paso

19.

ORDINANCE 019579

The City Clerk read an Ordinance entitled: **AN ORDINANCE VACATING A PORTION OF CITY RIGHT-OF-WAY LOCATED ON THE PROPERTY DESCRIBED AS PORTION OF TRACT 18-A, BLOCK 4, UPPER VALLEY. CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

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

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

AYES: Representatives Kennedy, Anello, 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**.

20.

ORDINANCE 019580

The City Clerk read an Ordinance entitled: **AN ORDINANCE VACATING A 0.948 ACRE PORTION OF RANDOLPH STREET AND BLACKER AVENUE RIGHT-OF-WAY, LOCATED WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**

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

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

AYES: Representatives Kennedy, Anello, 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**.

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

21.

ORDINANCE 019581

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.92 (ETHICS), TO AMEND THE FOLLOWING: SECTION 2.92.020 (DEFINITIONS) SUBSECTION (10) TO UPDATE THE DEFINITION OF “CONTRIBUTION”; SECTION 2.92.080 (DISCLOSURE OF CAMPAIGN CONTRIBUTIONS) TO REQUIRE ADDITIONAL DISCLOSURES REGARDING CONTRIBUTIONS OR DONATIONS FROM INDIVIDUALS OR BUSINESS ENTITIES RECEIVING A BENEFIT FROM A VOTE OF CITY COUNCIL; SECTIONS 2.92.120 (JURISDICTION), SUBSECTION 2.92.130(A)(5) (DUTIES) AND SUBSECTION 2.92.160(B) (FILING A COMPLAINT) TO INCLUDE COMMISSION JURISDICTION OVER AND PROCESS FOR COMPLAINTS REGARDING CANDIDATES, POLITICAL COMMITTEES AND INDIVIDUALS OR BUSINESS ENTITIES OBLIGATED UNDER SECTION 2.92.080; SECTION 2.92.160(C) (FILING A COMPLAINT), TO CLARIFY PROCESS FOR COMPLAINTS REGARDING THE CHIEF INTERNAL AUDITOR; SECTION 2.92.170(A) (COMPLAINT REVIEW) TO AMEND THE TIME PERIOD FOR RESPONSE TO AN ETHICS COMPLAINT; AND SECTION 2.92.200 (DISPOSITION) TO INCLUDE A FINE OF UP TO \$500 AS A POSSIBLE SANCTION FOR VIOLATION OF THE ETHICS CODE.**

Ms. Kristen Hamilton-Karam, Deputy City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Representatives Fierro and Canales commented.

Mr. Robert Cortinas, Chief Financial Officer, commented.

Motion duly made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, 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, Salcido, Fierro, Rivera and Canales

NAYS: Representatives Hernandez and Molinar

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. RESOLUTION

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

WHEREAS, on May 24, 2022, City Council approved the revised Air Service Development Incentive Program providing temporary financial relief to an airline beginning new non-stop commercial passenger service to a destination; and

WHEREAS, the City staff recommends that the Air Service Development Incentive Program be revised to include a temporary fee waiver for Federal Inspection Station use for new international nonstops.

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

THAT the El Paso International Airport Air Service Development Incentive Program for passenger airlines, attached hereto as Exhibit "A"**, be approved and made effective on December 12, 2023; and

THAT the prior El Paso International Airport Air Service Development Incentive Program effective May 24, 2022 will no longer be in effect on December 12, 2023.

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

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

Mayor Leeser and Representatives Salcido and Canales commented.

Motion made by Representative Rivera, 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
.....

23.

**RESOLUTION ADOPTING THE
RULES OF ORDER FOR THE EL PASO CITY COUNCIL
REVISED, AS EFFECTIVE DECEMBER 12, 2023**

SECTION 1. PURPOSE OF RESOLUTION

This Resolution is adopted pursuant to Section 3.5.B of the Charter of the City of El Paso as a procedural guide for the benefit of the City Council and for the general information of the public. These rules shall apply to regular, special, and work session meetings at which action is to be taken, but shall not apply to meetings for committees of the City Council or to informational gatherings of the Council. The Rules of Debate shall apply in Executive Session.

SECTION 2. RULES OF ORDER

Robert's Rules of Order Revised shall govern the procedures of Council unless they are in conflict with these rules.

SECTION 3. EFFECT OF FAILURE TO FOLLOW THESE RULES

No action of the Council that is otherwise legal shall be invalidated merely by reason of the failure of the Council or City staff to follow these Rules of Order, unless the majority of the Council agrees that such action shall be invalidated.

SECTION 4. STANDING

No one other than a member of the City Council shall have standing to assert before the Council that any action taken by the Council is invalid by reason of the Council's failure to comply with these Rules of Order.

SECTION 5. SUSPENSION OF RULES

These rules may be suspended temporarily by a majority of the Council members present and voting, except as they pertain to a quorum, or to the majority required for any motion, or to other matters pre-empted by laws other than those Rules of Order.

SECTION 6. PRESIDING OFFICER

The Mayor shall preside at all meetings of the City Council, but if for any reason he is absent from the City, sick or unable to act, then the Mayor Pro Tempore shall preside at such meetings and at such times shall exercise all of the powers and discharge the duties of the Mayor, except that the Mayor Pro Tempore shall vote as a Representative. In the absence or inability of both the Mayor and the Mayor Pro Tempore, the Alternate Mayor Pro Tempore shall preside and shall vote as a Representative. Upon the arrival of the Mayor, the Mayor Pro Tempore or the Alternate Mayor Pro Tempore, the acting chairman shall immediately relinquish the chair upon the conclusion of the business immediately pending before the Council.

The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council, and shall state questions coming before the Council as necessary for clarity, and shall announce the decision of the Council on all subjects. The Presiding Officer shall disable the microphone at the podium when he determines that the speaker has violated council rules of order.

SECTION 7. QUESTIONS OF ORDER

All questions of order shall be decided by the presiding officer with the right of appeal from his or her decision to the Council that is present, the majority of whom, present and voting, may override the decision.

SECTION 8. VOTING

The electronic voting system shall be utilized for the casting of the roll call votes of the Council in Council Chambers except as otherwise provided herein. The City Clerk shall call for an electronic vote and each Representative shall, without undue delay, cast his or her vote on the electronic voting system. When all votes have been cast, the City Clerk will review, announce and display the results of the voting, and staff will capture the display on the digital recording of the meeting or fully read the results into the record. In the event of a tie vote, the City Clerk will announce the results and call for the Mayor's vote before displaying the results. Any error in voting or any discrepancy between the display of the votes and the City Clerk's announcement of the results shall be corrected prior to the time that the Council proceeds to consider the next agenda item.

The requirements under this section for the use of the electronic voting system shall be automatically suspended under the following circumstances and for the duration as announced by the City Clerk:

(a) upon the announcement of the City Clerk that the electronic voting system is not working properly; (b) for votes on procedural matters including motions to recess and to take an agenda item out of order, and votes by acclamation; (c) when the Council is voting on more than one agenda item simultaneously; and (d) when more than one vote will be taken pertaining to an agenda item and in such instance, the City Clerk shall announce which vote shall be taken by use of the electronic voting system and which vote(s) shall be taken only by voice vote.

In the event that the use of the electronic voting system is suspended or the system is otherwise not available, the City Clerk shall call the roll beginning with the Representative seated furthest to the Mayor's right and continuing in that order. Each Representative shall audibly indicate his or her vote.

Records of all roll call votes shall be incorporated in the Minutes of the meeting.

SECTION 9. RECORDED DEBATE

A Representative may request, through the presiding officer, to have an abstract of his or her statement on any subject under consideration by the Council entered in the Minutes or to attach any document referenced during a Council meeting to the Minutes. The recording secretary may be directed by the presiding officer to enter in the Minutes a synopsis of the discussion on any question coming before the Council.

SECTION 10. ORDER OF PRECEDENCE OF MOTIONS

The order of procedure of motions is set forth in Exhibit "A" attached hereto and fully incorporated by reference.

SECTION 11. MOTION TO RECONSIDER

A motion to reconsider any action taken by the Council may be made at any time prior to adjournment of the same meeting at which such action was taken. The motion can only be made by a member who voted with the prevailing side and can be seconded by any member.

SECTION 12. OBTAINING THE FLOOR

Every person desiring to speak shall address the presiding officer, and when recognized by the presiding officer, shall address only the item under consideration. Members of Council shall refrain from side conversations during discussion of items under consideration.

For Regular City Council Meetings, in the debate, each member of Council has the right to speak twice on the same item on the same day, but cannot make a second speech on the same item as long as any member who has not spoken on that question desires the floor. No one can speak longer than ten minutes at a time without permission of a majority of Council. The City Clerk will keep time and will notify the Mayor if a Representative reaches the allotted time. The Rules of Debate shall also apply in Executive Session.

During Work Sessions, Special meetings, or Agenda Review meetings, there will not be a limit to the time allowed for each Representative to have the floor, and the Presiding officer has discretion to end discussion on an item, or to give the floor to another representative.

SECTION 13. RIGHT OF CITIZENS TO BE HEARD

Public Hearings/Agenda Items:

Any member of the public shall have a reasonable opportunity to be heard at all public hearings of the City Council in regard to any and all matters to be considered at such hearings that are germane and relative to any subject matter of City affairs or business which is within the scope of the authority and legislative functions of the City Council. Provided, however, that the time allowed for each citizen's appearance before City Council will be limited to a fixed number of minutes at the discretion of the presiding officer. Members of the public will usually be granted three (3) minutes to present their position on issues. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.

Call to the Public Comment/Non Agenda Items:

A maximum of sixty (60) minutes will be allotted for a public comment portion of each regular City Council meeting. The City Council will designate time to allow members of the public to have a reasonable opportunity to provide comment on items not already posted on the agenda, except that no person shall engage in political advertising contrary to state law. Persons wishing to provide comment during the public comment portion of the City Council agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting either online

or by using the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. Any person signing up to provide comment during the public comment portion of the agenda must provide their name, address, phone number, and a short description of the topic(s) of their comment. Members of the public are required to speak on the topic identified upon the sign-in sheet. If the speaker is a lobbyist, he or she must indicate that fact on the audience participation sheet and prior to commencing his/her comments in compliance with the City's Lobbying Ordinance. Members of the public may not grant their time to another nor may they purport to speak for another who is not present at the meeting. If someone would like a document or letter to become a part of the record, they may do so by providing the City Clerk with copies of the document or letter no later than 9:00 a.m. on the morning of the meeting, which will be distributed to the Council. It shall not be necessary to read the letter into the record. Interpretation services are only to be provided by the certified interpreter provided by the City.

A document camera and projection system ("Overhead Projector") is available for use for public comment on posted items and call to the public. Members of the public shall submit any document they wish to present on the Overhead Projector to the City Clerk no later than close of business on the previous City business day before the meeting date. Any document that contains insulting, profane, threatening or abusive language, nudity, or campaign material will be rejected. City Staff will assist members of the public in using the Overhead Projector during the meeting. In order to ensure cyber security, members of the public are prohibited from sending or utilizing presentations in any electronic format, including but not limited to email, and from using a Universal Serial Bus (USB) compact disk (CD) or digital versatile disk (DVD) for public comment and call to the public. A member of the public who wishes to make an electronic presentation may bring printed documents to the City Clerk's office no later than close of business on the previous City business day before the meeting date to be scanned for presentation during the meeting.

To facilitate the receiving of comment from as many citizens as possible who are interested in bringing topics forward to the City Council for comment, a person may sign up to obtain one-time slot to speak or otherwise make a presentation on one or more specified topics during the public comment portion of a City Council meeting. This provision does not restrict any member of the public from signing up to speak on items posted on the regular agenda or to ask questions regarding items posted on the consent agenda.

The time allotted for the public comment portion of the agenda shall be uniformly divided among those who have signed up to obtain a time slot and participate and except as provided below, no speaker will have more than three (3) minutes to speak or otherwise make a presentation, regardless of the number of topics a speaker wishes to address within his or her time slot. At the beginning of the public comment portion of the agenda, the City Clerk will make one announcement as to the amount of time that each person has to provide comment. The City Clerk will call each person signed up to make comment to the podium in the order that they signed up to speak and will keep time. Each topic brought forward will be for comment from the speaker and may not be deliberated by the members of Council nor rebutted or debated by members of the public. Any member of the City Council may propose that the topic commented on be posted by staff on a future Council meeting agenda for the Council's discussion and action.

The presiding officer at his or her discretion may grant a speaker one (1) additional minute to wrap up his or her comments regardless of whether the allotted sixty (60) minutes will otherwise be taken up by the others making comment.

Members of the public wishing to ask a question regarding an item posted on the consent agenda or to speak regarding an item posted on the regular agenda must sign up

prior to 9:00 a.m. on the day of the City Council meeting. The City Clerk shall make available the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. or online prior to 9:00 a.m. Persons may sign up to address multiple items, however this does not mean it is permissible to “mark all” or to sign up for every item “just in case” they wish to speak when the discussion on an item takes place. If a member of the public wishes to speak regarding an item, but did not sign up by 9:00 am, he or she may notify the City Clerk up until such time that the public comment portion of the item has concluded.

Members of the public who do not desire to speak but want to register support or opposition to an item on the agenda may do so by indicating their position on the audience participation form. The City Clerk will notify the Council of the number of position statements received and the tally when the agenda item is announced.

At the time that the consent agenda is taken up for consideration, the City Clerk shall advise the Mayor Pro Tempore whether persons in the audience have signed up to ask a question regarding an item posted on the consent agenda. The Mayor Pro Tempore shall have the floor and may ask the City Clerk to call those individuals up to the podium to hear their questions. At that time, the City Clerk will announce the agenda item number and call the person to the podium. The Mayor Pro Tempore may request the City Manager to respond to the questions raised by the members of the public. In his or her discretion, the Mayor Pro Tempore may move the consent agenda item to the regular agenda for continued discussion and action by the City Council.

Members of Council may move to overrule the determinations by the Mayor Pro Tempore under this section by a simple majority vote of the Council members present and voting.

No person may speak a second time except by permission of the presiding officer, and further, no person shall be heard a second time until all persons desiring to speak once have been given the opportunity to do so.

Personal attacks are not permitted. Members of the public should address their questions to the Council, not to the staff. Council may in turn ask staff to provide input.

Members of the public may be asked to leave or be removed from Council Chambers if it is determined that they are disruptive to the meeting. Such determination will be made by the presiding officer. Members of Council may move to overrule such determination by the presiding officer subject to a simple majority vote of Council, present and voting.

SECTION 14. CALLING AND ORDER OF AGENDA ITEMS

Executive Session will be scheduled at the end of the meeting or other such time as determined by the Council. The Invocation and Pledge of Allegiance will take place no sooner than 9:00 a.m. Thereafter, the proceedings will take place as specified on the Attached Exhibit “B”**.

Items accepting or acknowledging donations to the City will be taken prior to consideration of the consent agenda. Items removed from the consent agenda by the Mayor Pro Tempore or at the request of other Council members will be considered at the time when items for the related department are being considered or as otherwise requested by the Mayor Pro Tempore. The introduction of ordinances will be considered first on the regular agenda, followed by the procurement items posted on the regular agenda by the Financial Services and/or Engineering and Construction Management departments, and any reports or updates from the City’s Committees, Boards and Commissions.

Notwithstanding the above provisions, the City Manager shall direct the placement of all matters relating to the City Council's adoption of the annual City budget and associated matters relating to the start of each new fiscal year and the adoption of the tax levy on one or more agendas so as to meet all required statutory and charter deadlines.

At the time that each agenda item is to be considered by the City Council, the City Clerk will announce all agenda items by number and a brief statement as to the nature of the item when appropriate. In the case of a revision, the City Clerk or staff shall read the item into the record, as appropriate.

SECTION 15. PARLIAMENTARIAN

The City Clerk and the Assistant City Clerk are confirmed to serve as Parliamentarian and Alternate Parliamentarian, respectively.

SECTION 16. USE OF ELECTRONIC DEVICES

Electronic devices within Council chambers shall be used in accordance with all established City practices and procedures and as directed by Information Technology Department staff providing support services during a meeting. City staff, other than the dignitary protection officers, and members of the public shall turn off the signals of all pagers, cellular telephones and other devices capable of making an audible signal and shall not make or take any telephone calls while in Council chambers once a Council meeting has been called to order.

Members of the City Council may only use electronic devices for the matters pertinent to the meeting taking place. No use of personal cellular devices, nor personal communication, should take place on the dais, nor while participating virtually, while the meeting is in session. The use of communication devices of any kind, including but not limited to: hand-held portable communication devices, cellphones, computers, tablets, laptops, watches, etc. is expressly prohibited during City Council meetings and shall not be allowed in the room during closed sessions unless they are being used to aid in executive session presentations.

If the City Council member needs to take a telephone call, respond to a text message, etc. during a meeting, he or she must excuse themselves from the dais or room where the closed session is taking place to engage in that communication.

The use of the desktop computers during City Council shall be limited to voting, viewing presentations, research to aid the council member and communication via email to staff. During meetings, City Council members shall not text, tweet, blog, post on Facebook, Instagram or use any other social media platform.

SECTION 17. TIME AND LOCATION OF MEETINGS AND VIRTUAL ATTENDANCE

The Mayor and Council may by action of Council approved by a majority of Council, reschedule the time and place of any City Council meeting in accordance with the requirements of the Texas Open Meetings Act.

Members of Council may attend City Council meetings by video conference in accordance with the Texas Open Meetings Act 551.127, as may be amended. Such requires that a quorum of City Council be present at the physical meeting location posted on the agenda.

Members of Council may request virtual attendance no earlier than three months in advance. Any member wishing to attend by video conference must notify the City Clerk no later than

noon on the Wednesday prior to the relevant meeting, and the City Clerk shall post notice of which member(s) will appear by video conference on the City Council Agenda. In the case of personal emergency, a member of Council may request to appear virtually after the Wednesday deadline by notifying the City Clerk no later than 5 p.m. on the business day prior to the meeting, and in this instance the videoconference attendance will be included on the list of revisions to the agenda. Videoconference attendance is granted on a first-come first-serve basis. At no time shall more than two members of Council appear by videoconference. Members of Council shall not request to attend by videoconference more than one regular meeting week in a row without prior approval of Council.

Each participant's face in the videoconference call, while speaking, must be clearly visible and audible to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the location where a quorum is present, and at any other location of the meeting that is open to the public. Any council member appearing by videoconference call will be considered absent during any portion of the meeting the audio or video is lost or disconnected in accordance with Texas Government Code Section 551.127. However, City Council members may not participate in executive sessions by videoconferencing.

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

RESOLUTION

WHEREAS, the Texas Open Meetings Act, *Texas Government Code 551.001 et seq*, ("TOMA") allows members of the governing body to attend meetings by videoconference, the Emergency Videoconference Resolution dated May 23, 2023 requires that members notify the City Clerk no later than the Wednesday before each meeting at noon if attending by videoconference in order to post on the agenda: and

WHEREAS, the TOMA requires that a quorum of Council be present at the meeting location in order to constitute a meeting; and

WHEREAS, the City Council desires to amend the Meetings by Videoconference Resolution to adjust the notification deadline to appear by videoconference in cases of personal emergency; and

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

That up to two members of City Council may attend the City Council Meetings by videoconference at each Council meeting on a first come, first served basis each meeting week beginning June 5, 2023.

Members who wish to attend by videoconference must notify the City Clerk no later than noon on the Wednesday before each meeting. In the case of personal emergency, a member of Council may request to appear virtually after the Wednesday deadline by notifying the City Clerk no later than 5 p.m. on the business day prior to the meeting, and in this instance the videoconference attendance will be included on the list of revisions to the agenda. At no time shall more than two members of Council appear by videoconference.

In order to ensure equity among the members of Council, members may request to attend by videoconference no more than three months in advance, and shall not request to attend by videoconference more than one regular meeting week in a row without prior approval of Council.

Up to two members may participate in any Special City Council meeting by videoconference on a first come first served basis by notifying the City Clerk prior to the agenda being posted.

City Council Members may not attend executive sessions by videoconferencing.

Representative Rivera commented.

Ms. Laura Prine, City Clerk, commented.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Canales, and carried to **APPROVE** the Resolutions.

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

NAYS: Representative Molinar

NOT PRESENT FOR THE VOTE: Representatives Hernandez and Fierro

Goal 8: Nurture and Promote a Healthy, Sustainable Community

24.

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 Policies and Procedures for implementing the Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, Housing Opportunities for Persons with AIDS (HOPWA) Program, and HOME Investment Partnerships Program (HOME) are approved and adopted, and that the Director of Community and Human Development be authorized to make amendments to the policies and grant exceptions to the policies and procedures provided such exceptions do not violate any federal regulations.

Ms. Patricia Osmond, citizen, commented.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, 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

EXECUTIVE SESSION

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 12:55 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

Motion made by Representative Rivera, seconded by Representative Annello, and unanimously carried to **ADJOURN** the Executive Session at 1:55 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

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

EX1. Jacob Barreras v. El Paso Fire Department; Cause No. 123-00047-CV (551.071)

NO ACTION was taken on this item.

.....
EX2. Compliance Filing of El Paso Electric Company to Revise Certain Meter-Related Charges Pursuant to Docket No. 52040 - PUC No. 55425. HQ#UTILITY-28 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, and to intervene in the *El Paso Electric Annual Compliance Filing to Revise Certain Meter-Related Charges: Advanced Metering System*, under the Texas Public Utility Commission, Docket No. 55425, in Matter Number HighQ Utility-28, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

.....
EX3. Application of El Paso Electric Company to Amend Its Certificate of Convenience and Necessity for a 150 MW Solar Generating Facility Pursuant to - PUC Docket No. 54929. HQ#UTILITY-7 (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** the settlement in the *El Paso Electric Application for a Certificate of Convenience and Necessity ("CCN") for 150 MW Solar Generating Facility*, under the Texas Public Utility Commission, Docket No. 54929, in Matter Number HighQ Utility-7, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

.....
EX4. Workplace Complaint submitted to the City by Chief Internal Auditor. HQ# 23-1372 (551.071)

NO ACTION was taken on this item.

.....
ADJOURN
.....

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 1:58 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

SPECIAL CITY COUNCIL MEETING MINUTES
December 18, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 A.M.

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:00 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Alessandra Anello, Joe Molinar, Isabel Salcido, and Art Fierro. Late arrivals: Henry Rivera and Chris Canales at 12:39 p.m. Absent: Cassandra Hernandez.
.....

AGENDA

.....
1. **RESOLUTION CANVASSING RETURNS**
OF THE DECEMBER 9, 2023 CITY SPECIAL ELECTION FOR
DISTRICT REPRESENTATIVE NO. 2

WHEREAS, the City Council of the City of El Paso ordered a special election to be held in said City on December 9, 2023, for the purpose of filling the vacancy in the office of Representative for District No. 2; and

WHEREAS, the election officers who held said election have duly made returns of the results thereof, and said returns have been duly delivered to said City Council.

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

1. That the City Council officially finds and determines that said election was duly given, that proper notice of said election was duly given, that proper election officers were duly appointed prior to said election, that said election was duly held, that due returns of the results of said Special Election have been duly made and delivered, that the election returns have properly been made out and duly certified by the officers of said election in the different voting precincts of the City, and that the City Council has duly canvassed said returns, all in accordance with law and the resolution calling said election.

2. That the City Council officially finds and determines that the following votes were cast at said election by the resident, qualified electors of said City, who voted at the election:

DISTRICT REPRESENTATIVE NO. 2

Veronica "Vero" Carbajal	781	35.92%
Judy Gutierrez	528	24.29%
Josh Acevedo	775	35.65%

Ben Mendoza

90

4.14%

3. That in the case of the office of **District Representative No. 2**, no person received more than a 50% majority of all votes cast for the candidates for such offices, and accordingly no one for this office is declared elected and a runoff election is to be called by the City Council in accordance with the Texas Election Code; and that the number of votes cast for each person who was a candidate for such offices, according to the returns, is shown in paragraph 2 hereof.

4. That on file in the City Clerk's Office and made a part hereof by reference are copies of the mechanical precinct tabulations of the votes cast at the 2023 City Special Election showing the number of votes cast in each precinct for each candidate.

5. That this Resolution is adopted subject to the right of any person to contest such election in any way provided by law.

6. That this Resolution was acted upon in accordance with the law by the presiding officer and the City Council and was deemed by said City Council that upon passage of the Resolution, it shall take effect immediately.

7. This Resolution shall be spread upon the minutes of the City Council.

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, and Fierro

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Rivera and Canales

ABSENT: Representative Hernandez

.....
2. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS CALLING FOR A RUNOFF ELECTION TO BE HELD ON JANUARY 20, 2024, FROM THE DECEMBER 9, 2023, SPECIAL ELECTION TO FILL THE VACANCY CREATED IN THE OFFICE OF REPRESENTATIVE FOR DISTRICT NO. 2.**

WHEREAS, following its Special Election held on December 9, 2023, the City of El Paso ("City") has found it necessary under the City of El Paso Charter and the laws of the State of Texas to hold a runoff election to fill the vacancy in the office of Representative for District No. 2; and

WHEREAS, the City will hold a runoff election on January 20, 2024 to fill the aforementioned vacancy, to be elected by a majority of the votes cast.

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

SECTION 1 – OFFICIAL POSITION TO BE FILLED WITH RUNOFF ELECTION

A runoff election of the City of El Paso is hereby called to take place on January 20, 2024 to elect the following named officer of the City of El Paso:

District Representative No. 2

Such runoff election shall be held in the manner and form prescribed by the laws of the State of Texas. At such runoff election, all qualified voters of the City will be permitted to vote, and shall vote at the polling place designated for the election precinct in which they reside. The qualified voters who reside in the Representative District No. 2 may vote in this runoff election. The candidate receiving a majority of the votes cast for the position will be declared elected to such office.

Such election shall be held at the precincts and the polling places designated in Exhibit "A"* or such other locations as may be designated prior to the election by the El Paso County Elections Administrator or City Clerk, attached hereto and made a part hereof for all purposes, and said polling places shall open at 7 a.m. and remain open until 7 p.m. on the day of the election.

SECTION 2 – ELECTION SERVICES CONTRACT WITH COUNTY

As necessary, the City Manager is hereby authorized to execute a contract, joint or otherwise, with the El Paso County, through the El Paso County Elections Administrator for the purpose of having El Paso County furnish all or any portion of the election services and equipment needed by the City Clerk to conduct the runoff election. The contract document and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and all other applicable statutes and laws.

The election services contract shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures necessary to conduct the election.

SECTION 3 – EARLY VOTING CLERK FOR THE RUNOFF ELECTION

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk.

SECTION 4 – EARLY VOTING

Early voting by personal appearance shall be conducted at the El Paso County Courthouse, located at 500 E. San Antonio, El Paso, Texas 79901. In addition, early voting may also occur at such branch early voting polling places as are designated herein or otherwise designated by the El Paso County Elections Administrator and posted at City Hall by the City Clerk. The locations and hours for early voting by personal appearance shall be authorized for such election as set forth in Exhibit "A."*

In addition, mobile voting stations may be authorized and used for early voting at publicly owned buildings in the City as established by the El Paso County Elections Administrator. The City Clerk is authorized to make corrections or revisions to the list of these mobile stations, including the respective hours for early voting by personal appearance at these stations. The City Clerk is further authorized to make corrections or revisions to the list of early voting stations as set forth above, including the respective hours for early voting by personal appearance at these stations, and revise and correct all election notices regarding the early voting locations and the mobile voting stations, and the dates and times for such voting.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with El Paso County.

SECTION 5 – VOTING MACHINES AND ELECTION RESULTS

Voting machines used for the conduct of the runoff election, shall be procured, maintained, operated, sealed and the votes therefrom tabulated pursuant to procedures established and authorized by the laws of the State of Texas.

The results of the runoff election shall be certified, canvassed, and returned in the form and manner prescribed by law.

SECTION 6 – NOTICE OF ELECTION

The notice of the runoff election hereby ordered and called shall be promulgated, published and posted in keeping with the state and local laws. A substantial copy of this resolution shall serve as proper notice of said election.

The City Clerk shall give notice of such runoff election by posting a notice of such election in English and Spanish in the Office of the City/Municipal Clerk as provided by law and by publishing a copy of said notice in both English and Spanish in a newspaper in the City as required by law.

The City Clerk shall deliver notice of this runoff election to the county clerk and voter registrar of El Paso County, as required by law.

SECTION 7 – COMPLIANCE WITH APPLICABLE LAWS

The City Manager and the City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the runoff election, whether or not expressly authorized herein.

*Exhibit available at the City Clerk's Office.

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, and Fierro

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Rivera and Canales

ABSENT: Representative Hernandez

3.

RESOLUTION

WHEREAS, pursuant to the City's 2024 calendar year City Council regular meeting schedule, City Council is scheduled to meet on Tuesday, January 2, 2024; and

WHEREAS, the City Council desires to reschedule the January 2, 2024 meeting to Wednesday, January 3, 2024, and that the regular meetings of the City Council for the 2024 calendar year will resume on January 17, 2024.

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

That in conformity with Section 3.5A of the City Charter, the regular City Council meeting scheduled on January 2, 2024, is hereby rescheduled, for Wednesday, January 3, 2024.

All City Council Rules and Procedures not expressly modified herein remain in full force and effect.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Rivera and Canales

ABSENT: Representative Hernandez

.....
The Special City Council Meeting was **RECESSED** at 9:07 a.m.

The Special City Council Meeting was **RECONVENED** at 12:28 p.m.
.....

EXECUTIVE SESSION

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 12:29 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 item:

Section 551.071 CONSULTATION WITH ATTORNEY

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Rivera and Canales

ABSENT: Representative Hernandez

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 2:07 p.m. and **RECONVENE** the meeting of the City Council.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Salcido and Rivera

ABSENT: Representative Hernandez

.....
EX1. Workplace Complaint submitted to the City by Chief Internal Auditor. HQ# 23-1372 (551.071)

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

ADJOURN

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried to **ADJOURN** the meeting at 2:07 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Salcido and Rivera

ABSENT: Representative Hernandez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-31, 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 #: 24-05, 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

Economic and International Development, Jessica Torres, (915) 212-1699

Economic and International Development, Karina Brasgalla, (915) 212-1570

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and PEDRO MORALES & FRANCISCA MORALES ("Applicant") in support of an infill development project located at 7833 Mount Latona Dr., El Paso, Texas 79904. The Agreement requires the Applicant to make a minimum investment of \$90,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$5,211.94 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

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

AGENDA DATE: January 2, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Jessica Torres, 915-212-1699
Karina Brasgalla, 915-212-1570

DISTRICT(S) AFFECTED: 2

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

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

SUBJECT:

A Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **PEDRO MORALES & FRANCISCA MORALES** ("Applicant") in support of an infill development project located at 7833 Mount Latona Dr., El Paso, Texas 79904. The Agreement requires the Applicant to make a minimum investment of \$90,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$5,211.94 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

BACKGROUND / DISCUSSION:

Pedro & Francisca Morales applied and qualified for a 5-year Infill redevelopment incentive grant. The Applicant is proposing to invest a minimum of \$90,000 to construct development that will include a duplex unit located in El Paso's northeast district. The project will increase the tax value of the property and greatly enhance the aesthetic value of the area. Upon satisfying all contract metrics, the Applicant will eligible to receive the following incentive:

- Property Tax Rebate (City's Portion): The City's portion of ad valorem incremental property taxes. 5-year grant period. Capped at \$2,316.19
- Construction Materials Sales Tax Rebate- A one-time rebate of the City's Portion (1%) of Sales Taxes levied on project-related construction materials. Capped at \$495.75
- Building Construction Fee Rebate: A one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the project. Capped at \$2,400

The total proposed incentive is not to exceed \$5,211.94.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

General Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between **CITY OF EL PASO** (“City”) and **PEDRO MORALES & FRANCISCA MORALES** (“Applicant”) in support of an infill development project located at 7833 Mount Latona Dr., El Paso, Texas 79904. The Agreement requires the Applicant to make a minimum investment of \$90,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$5,211.94 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

APPROVED THIS _____ DAY OF _____ 2024.

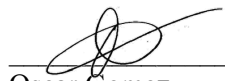
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic & International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO) **CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT
(Infill Development)**

This Chapter 380 Economic Development Program Agreement (the "**Agreement**") is made on this ____ day of _____, 2024 ("**Effective Date**") between the City of El Paso, Texas, a Texas home rule municipal corporation, (the "**City**"), and **PEDRO MORALES & FRANCISCA MORALES** (the "**Applicant**"), for the purposes and considerations stated below:

RECITALS

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, on May 11, 2021 the El Paso City Council adopted an Infill Development Incentive Policy (the "Infill Policy") to promote infill development by providing economic incentives for eligible projects meeting Infill Policy criteria; and

WHEREAS, the Applicant's real property, located at **7833 Mount Latona Dr., El Paso, Texas 79904**, is within the Policy's designated incentive area and the Applicant's proposed development meets the Policy's eligibility requirements; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380 and the Infill Policy, for the construction of a development located on the Applicant's real property, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380.

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

SECTION 1. DEFINITIONS.

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

- A. "**Agreement**" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. "**Base Year Value**" means valuation of the real property by the El Paso Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal

purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is **\$22,318.00**.

- C. **“Construction Materials Sales Tax Rebate”** means a one-time 100% rebate of the City’s 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed **\$495.75**.
- D. **“Development”** means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: office, retail, restaurant, multifamily residential facilities, commercial and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in Exhibit B, which is attached and incorporated for all purposes.
- E. **“Building Construction Fee Rebate”** means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Project and payable from the City’s general revenue fund. The Building Construction Fee Rebate shall not exceed **\$2,400.00** and will be rebated upon the Applicant’s provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Project is greater than the Base Year Value.
- F. **“Effective Date”** means the date the El Paso City Council approves the Agreement.
- G. **“Grant.”** “The word ‘Grant’ means each annual payment to APPLICANT under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Building Construction Permit Fee Rebates; and (iii) Property Tax Rebate. For the purposes of this Agreement, the aggregate Grant payments will not exceed **\$5,211.94**.”
- H. **“Grant Submittal Package”** means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as Exhibit C to this Agreement.
- I. **“Minimum Appraisal Value”** means the valuation of the Real Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is **\$81,808.00**. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- J. **“Minimum Investment”** means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment to qualify for the Grant is **\$90,000.00**.

- K. **“Property Tax Rebate”** means a rebate, according to the Incremental Real Property Tax Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Real Property Tax Rebate amount shall not exceed **\$2,316.19**.
- L. **“Qualified Expenditures”** means the monetary expenditures paid or caused to be paid by the Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- M. **“Real Property”** means the real property owned by the Applicant located at **7833 Mount Latona Dr., El Paso, Texas 79904**, and described on Exhibit A, which is attached and incorporated by reference. The Real Property is the location for the Applicant’s proposed Development.
- N. **“Vacant Building”** means a building that is 60% or more unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

SECTION 2. TERM AND GRANT PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) **7** years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing (“Term”).
- B. The Applicant’s eligibility for Grant payments shall be limited to **5** consecutive years within the Term of this Agreement (the “Grant Period”). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) The Applicant represents that the Development complies with, and adheres to, the provisions and requirements of the City’s Infill Policy and is located within the eligible incentive areas identified within the Infill Policy.
- (2) The Applicant shall renovate or construct, at its sole cost and expense, the Development, and shall expend a minimum of **\$90,000.00** in Qualified Expenditures to construct the Development.
- (3) The Applicant shall obtain all building permits for the Project within **6 months** from the Effective Date of this Agreement.

(4) Within **24 months** after the Effective Date, the Applicant shall submit documentation to the City to verify the following:

(a) The expenditure of a minimum of **\$90,000.00** in Qualified Expenditures; and

(b) That the Applicant has received a **Certificate of Occupancy** for the Development.

(5) The Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.

(6) The Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.

(7) The Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

(8) The Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.

(9) The Applicant shall demonstrate, before the receipts of any Grant payments, that the Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.

(10) The Applicant agrees that during the Term of this Agreement it shall not challenge nor permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of **\$81,808.00** or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a minimum appraisal value of **\$81,808.00** during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, the Applicant agrees that neither this Agreement, nor the values contained herein, will be utilized to contest appraisal values or in the determination of the market value of the Development.

(11) The Applicant, during normal business hours, at its principal place of business in the city of El Paso, Texas, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit purposes, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

(12) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

B. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on **January 1, 2026**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the **1st day of January** of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.
- (4) Unless otherwise agreed by the CITY and APPLICANT in writing, APPLICANT shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. APPLICANT shall submit to the CITY the initial Grant Submittal Package to commence the Grant Period on **January 1, 2026**, or within thirty (30) business days after **January 1, 2026**. Thereafter, the APPLICANT'S annual Grant Submittal Package must be submitted on **1st day of January** or within thirty (30) business days after **1st day of January** of each year. A failure by APPLICANT to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the APPLICANT to receive a Grant payment for that GRANT YEAR."

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and the Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed **\$495.75** in accordance with the terms and provisions of this Agreement.

- B. The City agrees to provide a Building Construction Fee Rebate not to exceed **\$2,400.00** in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Real Property Tax Rebate not to exceed **\$2,316.19** in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within **90 days** after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through F shall constitute an Event of Default:

- A. **Failure to Comply.** The Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or the Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and the Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by the Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if the Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and the Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after the Applicant learns of its false or misleading nature.
- C. **Insolvency.** The Applicant files a voluntary petition in bankruptcy, or a proceeding in bankruptcy is instituted against the Applicant, and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant.
- D. **Property Taxes.** If the Applicant allows its personal or real property taxes owed to the City to become delinquent, and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide the Applicant with written notice of the default, and the Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period, but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.

- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as provided herein, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end, and the City may exercise any other right or remedy available at law or in equity.

SECTION 6. RECAPTURE.

Should the Applicant default under **Section 5** of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

- A. The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, the Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **Assignment.** Applicant understands and agrees that the City expressly prohibits the Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant or Grants that are the subject of this Agreement without the City's consent to assignment. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of the taxes rebated prior to the attempted transfer.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Applicant to the same.

- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **Employment of Undocumented Workers.** During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date the Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to City. The City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom the Applicant contracts.
- I. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- J. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- K. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.

- L. **Notices.** All notices required by this Agreement shall be given in writing and shall be deemed to have been properly served if a) delivered by hand and receipted for by the party to whom said notice is directed (or his/her agent); or b) mailed by certified or first class mail with postage prepared, on the third business day after the date on which it is so mailed; c) mailed by overnight courier and receipted for by the party to whom said notice is directed (or his/her agent); or d) sent by facsimile transmission or by email, if a facsimile or email number is provided below. A party may change its contact information for notices by sending written notice to the other party of the change to the party's contact information.

To the Applicant: PEDRO MORALES & FRANCISCA MORALES
Address: 4751 Atlas Ave..
El Paso, TX 79904

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 & International Development
P. O. Box 1890
El Paso, Texas 79950-1890

- M. Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**
- N. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- O. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- P. **Governmental Functions.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- Q. **Compliance with the Law.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this

Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

R. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2024.

CITY OF EL PASO:

Cary Westin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Oscar Gomez
Assistant City Attorney

Elizabeth Triggs – Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Cary Westin as Interim City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

My Commission Expires:

Notary Public, State of Texas

[Signatures continue on the following page]

**APPLICANT:
PEDRO & FRANCISCA MORALES**

Pedro Morales
Pedro Morales
Owner

Francisca Morales
Francisca Morales
Owner

ACKNOWLEDGMENT

STATE OF

COUNTY OF

§ TX
§ EL PASO
§

This instrument was acknowledged before me on the 7 day of Dec, 2023, by
Pedro Morales & Francisca as the Owner.

Rose Ortega
Notary Public, State of TX

My Commission Expires:

04/03/2027

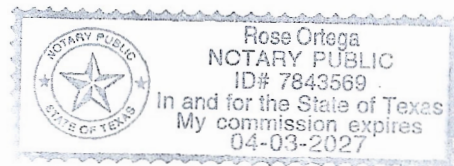


EXHIBIT A

Legal Description of the Real Property

*7833 MOUNT LATONA DR. ALL OF LOTS 4, BLOCK 1, SUNRISE ACRES NO.2
(2,200 SQ FT)*

EXHIBIT B

Description of Development

Pedro & Francisca Morales will develop the property located at 7833 Mount Latona Dr., in El Paso, Texas. They will invest a minimum of \$90,000.00 to construct the development. The development will include the elements listed below and will be substantially similar, in design, to the rendering shown below.

Development Description:

- Construction of duplex unit on currently vacant land
- Total of 2 residential units
- Approximately 2,200 square feet of multi-family residential space

Rendering:

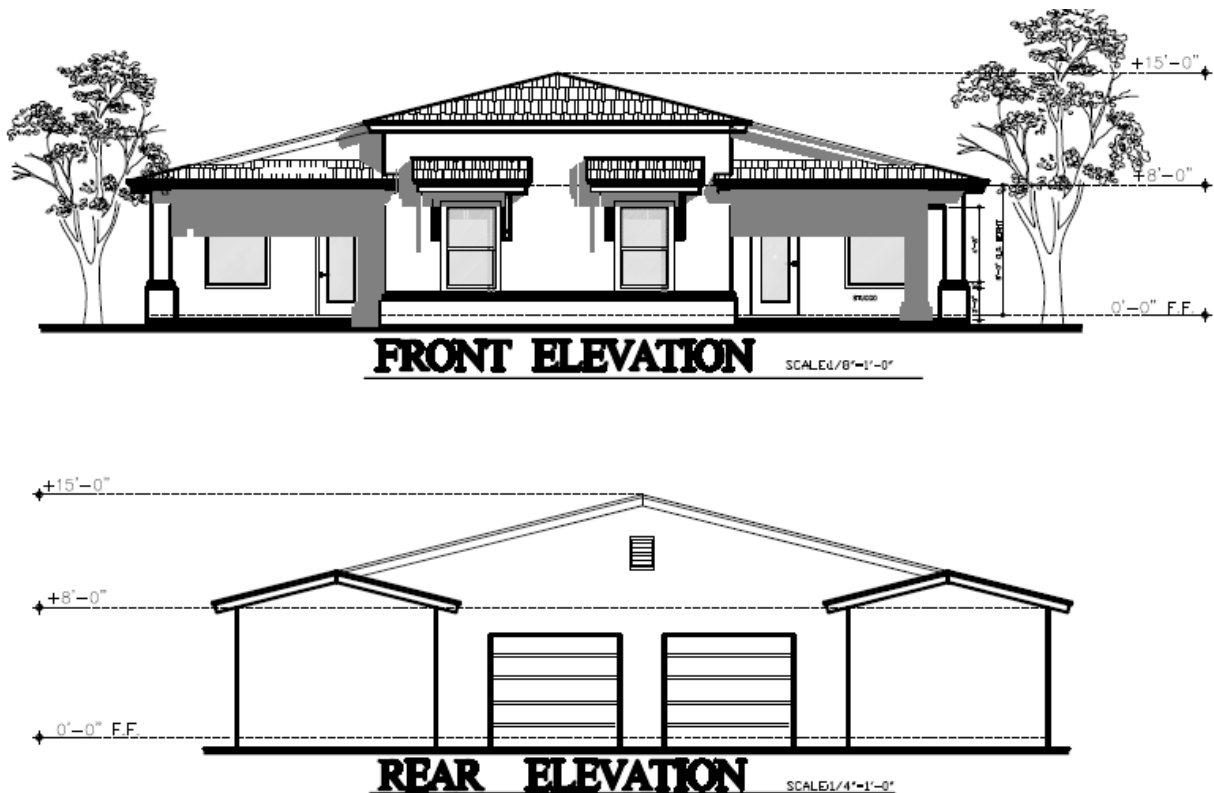


EXHIBIT C

Grant Submittal Package Form

_____(the Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____ (date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. **[DUE WITHIN 6 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits
2. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development;
3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures amounting to **\$90,000.00** including but not limited to
 - a. Stamped ***PAID*** invoices
 - b. Copies of checks proving payment – corresponding to paid invoices
 - c. Receipts for purchase of construction materials (must show amount of taxes paid)
 - d. Bank statements (in the event a transaction was paid with credit or debit card)
 - e. Contractor pay applications, notarized with lien releases
4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate;
5. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of Certificate of Occupancy in accordance with the requirements provided in Section 3(A)(4)(b)
6. **[INITIAL GRANT SUBMITTAL ONLY]** 1295 Form
7. Property tax payment receipts showing proof of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to **90 days** to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT D

Property Tax Rebate Table

Year	Rebate Percentage
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	75%
Year 5	75%



CITY OF EL PASO

Infill Development Incentive Program

Applicant: Pedro and Francisca Morales

Property: 7833 Mount Latona DR,
El Paso, Texas 79904

This text box is to remind you
about the ASL translator
service. Do NOT add any info
in this space.

REMOVE THIS BOX ONCE
THE PRESENTATION IS
FINALIZED.

Infill Development Incentive Program

Approved by City Council 8/24/10

- Intended to facilitate the reuse of vacant land, and vacant or blighted buildings
- Available for commercial projects and affordable rental housing
- Minimum investment of \$50,000 for commercial projects

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Incentives available:

- Property Tax exemption (5 years – based on investment level)
- Construction fee waivers (up to \$10,000)
- Construction Materials Sales Tax Rebate

Project:

7833 Mount Latona Dr.

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

Criteria met:

- ✓ Currently vacant land
- ✓ Annexed prior to 1955
- ✓ Meets mandatory design requirements and selective design guidelines

Project description:

- \$124,150.00 investment
- Duplex residential housing unit
- Project proposes to enhance neighborhood and encourage redevelopment within the area

Current Condition of Property: 7833 Mount Latona Dr.

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

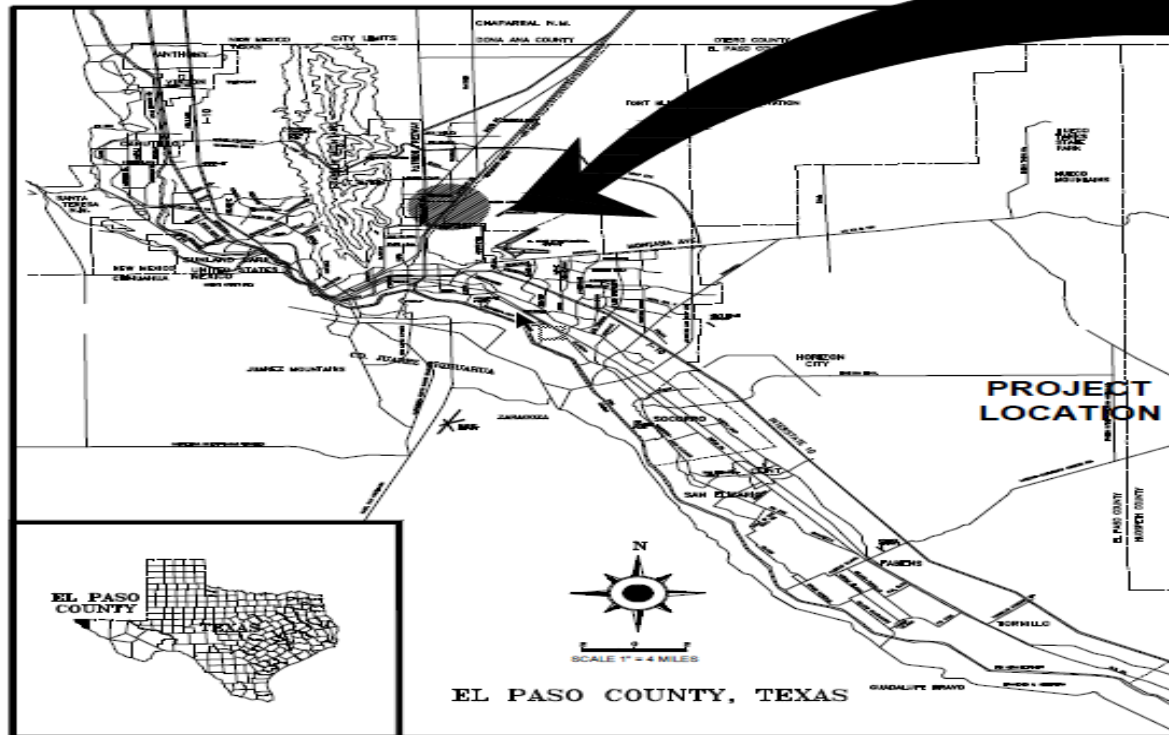
REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



Property Location: 7833 Mount Latona Dr.

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



**PROJECT
LOCATION**



7833 MOUNT LATONA DR, EL PASO, TX 79904
LOT 4, BLOCK 1
SUNRISE ACRES #2, REPLAT D
CITY OF EL PASO, EL PASO COUNTY, TEXAS



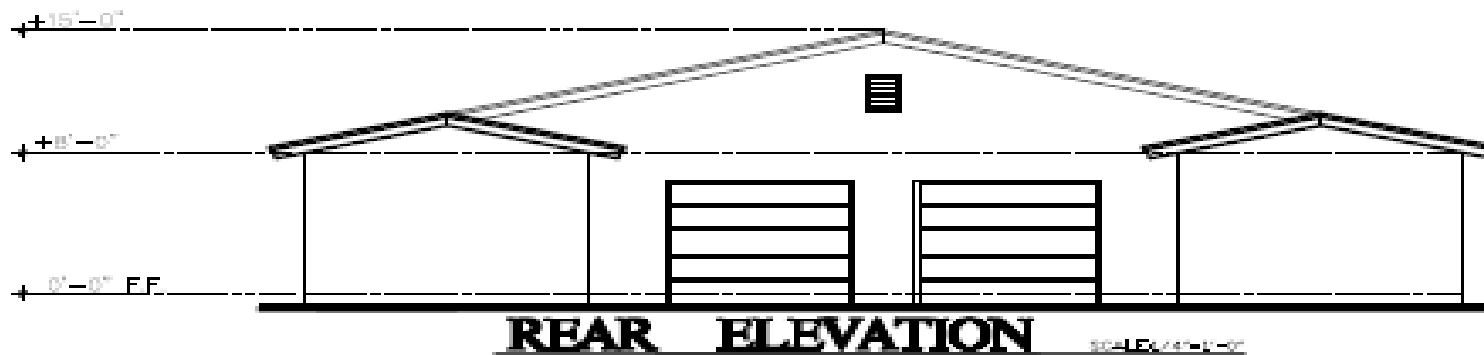
LOCATION MAP

NOT TO SCALE

Proposed Use: Duplex Housing

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THE PRESENTATION IS
FINALIZED.



Proposed Infill Development Incentive

7833 Mount Latona Dr.

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

1) Eligible tax exemption:

Minimum Investment	Year 1	Year 2	Year 3	Year 4	Year 5
\$124,150.00	100%	100%	100%	75%	75%
	\$487.15	\$501.76	\$516.82	\$399.24	\$411.22

City Net Benefits (Incentive period)
= **\$270.15**

2) Eligible for Construction Materials Sales Tax Rebate

- 100% rebate of City's portion of sales tax; estimated \$495.75

3) Building Construction Fee Waivers

- Fees associated with construction, redevelopment and infill development waived 100% up to \$2,400

Total Incentive = \$ 5,211.94



MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

MISIÓN



Brindar servicios excepcionales
para respaldar una vida y un
lugar de alta calidad para
nuestra comunidad

VISIÓN



Desarrollar una economía regional
vibrante, vecindarios seguros y
hermosos y oportunidades
recreativas, culturales y educativas
excepcionales impulsadas por un
gobierno de alto desempeño



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas

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about the ASL translator
service. Do NOT add any info
in this space.

REMOVE THIS BOX ONCE
THE PRESENTATION IS
FINALIZED.



Legislation Text

File #: 24-38, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

A Resolution that the City Manager or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Kronberg Wall Architects LLC for a project known as "Title 18 - Building Code Amendments", for an amount not to exceed two hundred forty thousand, five hundred and no/100 dollars (\$240,500.00); and that the City Engineer without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursable performed pursuant to this Agreement in the amount not to exceed fifty thousand (\$50,000.00) if such services are necessary for the proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to \$50,000 and sign any amendments to the agreement.

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

AGENDA DATE: January 2, 2024

PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S)
NAME AND PHONE NUMBER:** Yvette Hernandez, PE City Engineer,
(915) 212-1860

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1. Cultivate an Environment Conductive to Strong, Economic Development

SUBGOAL: 3.1 Improve the Visual Impression of the Community (Gateways, Corridors, Intersections, and Parklands)
3.2 Set One Standard for Infrastructure Across the City

SUBJECT:

A resolution that the City Manager or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Kronberg Wall Architects LLC for a project known as "Title 18 – Building Code Amendments", for an amount not to exceed two hundred forty thousand, five hundred and no/100 dollars (\$240,500.00); and that the City Engineer without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursable performed pursuant to this Agreement in the amount not to exceed fifty thousand (\$50,000.00) if such services are necessary for the proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to \$50,000 and sign any amendments to the agreement.

BACKGROUND / DISCUSSION:

The CID – Planning Division, in collaboration with Kronberg Wall Architects, LLC, will review and address building code related roadblocks to the redevelopment efforts consistent with the City's recently adopted plans and policies. This process will work cohesively with our completed and ongoing capital planning efforts such as the; the Onward Alameda Corridor Plan, Downtown, Uptown, and Surrounding Neighborhoods Master Plan, and the ongoing Targeted Zoning Code Assessment.

SELECTION SUMMARY:

Consultant selection was performed in accordance with Texas Code Title 10 Subtitle F Chapter 2254 Subchapter A and the Capital Improvement Department Architecture and Engineering Professional Services Selection Procedure.

CONTRACT VARIANCE:

N/A

PROTEST

No protest was received for this requirement.

PRIOR COUNCIL ACTION:

Infill and Redevelopment Policy -
Onward Alameda Corridor Plan – June 2022
Downtown, Uptown, and Surrounding Neighborhoods Master Plan – July 2023
Targeted Zoning Code Assessment – October 2023

AMOUNT AND SOURCE OF FUNDING:

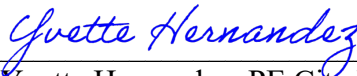
\$250,000 | 580160 – CO ISSUE FY18

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: Planning and Inspections Department

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

DEPARTMENT HEAD:


Yvette Hernandez, PE City Engineer

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and Kronberg Wall Architects LLC a Georgia Company authorized to do business in Texas, for a project known as "Title 18 - Building Code Amendments" for an amount not to exceed \$240,500.00.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to \$50,000.00 and sign any amendments to the agreement.

APPROVED THIS _____ DAY OF _____ 2024.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, City Engineer
Capital Improvement Department



CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY							
Solicitation #2023-0488							
Title 18 - Building Code Amendments							
Consultant	Kronberg						
Rater 1	66						
Rater 2	71						
Rater 3	87						
Rater 4	66						
Performance	9						
Total Score:	299						

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2024 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Kronberg Wall Architects LLC, a Georgia Company authorized to transact business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “**TITLE 18 - BUILDING CODE AMENDMENTS**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$240,500.00** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 INTENTIONALLY DELETED.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the

individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
 \$1,000,000.00 Per Occurrence
 \$1,000,000.00 Products/Completed Operations
 \$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**
 Combined Single Limit
 \$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant’s sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws

of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith

efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information

Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant’s office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting

information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
---------------	--

With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	KRONBERG WALL ARCHITECTS LLC Attn: Eric Kronberg 887 Wylie St. SE Atlanta, GA 30316
--------------------	--

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

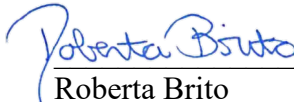
7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

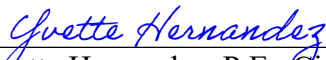
Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2024,
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

CONSULTANT:

By: 

Name: Eric Kronberg

Title: Principal

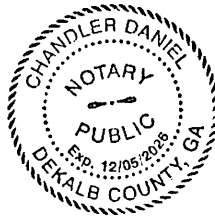
ACKNOWLEDGEMENT

THE STATE OF Georgia §

§

COUNTY OF DEKALB §

This instrument was acknowledged before me on this 11th day of December, 2023,
by Eric Kronberg, Principal, on behalf of Consultant.




Notary Public, State of Georgia

My commission expires:

12/5/2026

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT “A” SCOPE OF WORK

The purpose of this scope of services is to define the tasks and responsibilities required to amend the building codes. The scope of services includes the identification of the current building codes and the development of new codes that meet the current and future needs of the City. The services provided by the consultant will include but not be limited to the following:

1. Policy Assessment:

The consultant will perform a comprehensive review of the City’s building codes and identify areas that require updating or modification. The consultant will identify gaps, inconsistencies, and ambiguities in the current codes and provide recommendations for amendments. The consultant shall also evaluate our current practices and procedures to ensure compliance with applicable codes and regulations. Such assessment shall also include an evaluation of other cities’ codes to develop an understanding of “best practices.”

2. Strategy Research & Development:

This task includes building typology code analysis, historic district and review of design guidelines. The consultant will develop new building codes that meet the needs of the City. The code amendments shall align with national standards and local conditions and be developed based on the best practices of other jurisdictions and the latest technological advancements in building construction. The consultant will meet with building officials, stakeholders, public and other professionals in the industry to develop the code amendments.

3. Public Engagement/Outreach:

The consultant will develop and implement public engagement/outreach plan to inform the public about any proposed amendments to the building codes. The Consultant shall be responsible, in consultation with City staff, for arranging and facilitating a project orientation meeting for City staff. The Consultant shall also prepare meeting materials and arrange and facilitate all public meetings/presentations. The Consultant shall provide technical support during the public review process, including responding to questions and comments from stakeholders and public.

4. Final Recommendations & Output

The consultant will prepare the amended building codes for review and approval by the relevant authorities. The consultant will work with City officials to ensure that codes are consistent with the City’s policies and objectives.

5. Implementation of New Building Codes:

The consultant will provide support to the City with code implementation support and work with building officials, stakeholders, public and other professions to ensure a smooth transition to the new codes. The consultant will provide training to building officials to ensure they understand how to enforce the new codes.

DELIVERABLES

1. Assessment report of current building codes and best practices
2. Proposed amendments to the building codes, provide a detailed report of findings and recommendations
3. Public Engagement/Outreach to include presentation materials
4. Final amended building codes
5. Implementation plan & Implementation Training

PROJECT TIMELINE 14 months

The consultant will complete the scope of services with the following timeline: Consultant shall submit a proposed schedule to include all deliverables per milestone.

1. Assessment of current building codes
2. Development of new building codes
3. Public Engagement/Outreach
4. Review and approval process
5. Implementation of new building codes.

PUBLIC ENGAGEMENT/OUTREACH

The objective and initiative are to involve community members in the process of the building code amendments, to ensure that their perspectives, needs and concerns are considered and integrated into the final outcome.

- ✦ The consultant shall identify community members interested in participating in the code review and updates.
- ✦ Outreach will be performed through City's communications channels including social media, email, and flyers.
- ✦ Virtual and in-person focus groups will be organized to gather input from community members. The focus groups will be designed to ensure that all voices are heard, and participants will be selected to ensure a diverse representation of perspectives.
- ✦ Surveys will be conducted to gather feedback, and to collect data on specific issues related to building code amendments. Surveys will be distributed through various channels such as social media, email and our in-house engagement platform www.elev8ep.com
- ✦ Public Meetings will be organized to provide an opportunity for community members to ask questions, discuss concerns, and provide feedback. These meetings will be open to all interested community members and will be conducted virtually or in-person.

DELIVERABLE PUBLIC ENGAGEMENT/OUTREACH

The following deliverables will be provided:

1. A summary report of the community engagement process, including a description of the outreach efforts, focus group results, survey findings and public meeting feedback.
2. A set of recommendations for building code amendments that reflects the input and feedback received from the community. These recommendations will be developed based on the information gathered during the engagement process, best practices, and legal requirements.
3. Presentations of the recommendations to the relevant stakeholders, such as building code officials and city council members.

DEFINE COMMUNITY GOALS

- Review current plans and initiatives to collate broader community goals
- Host community discussions to identify specific neighborhood needs and priorities
- Convene stakeholders to translate community needs into investment goals
- Define goals to include equitable, and sustainable outcomes

KEY OBJECTIVES

The selected firm is expected to achieve the following:

- Coordinate work with the Capital Improvement and other City Departments to promote sound planning and urban design in the City
- Implement creative and innovative approaches to address project requirements.
- ✦ Ensure that the project supports the relevant department's mission, accreditation standards, and alignment with the City's Strategic Plan and that it is consistent with best practices.
- ✦ Develop a and monitor schedules and budgets.

EXCLUSION As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise.

OWNERSHIP OF DOCUMENTS All products developed for the purpose of this planning project including electronic files (studies, graphics, etc.) shall become the property of the City.

PROJECT TIMELINE:

It is desired that all tasks be completed within **(14)** months from the Notice to Proceed date expected in **May 2023**. In addition to the required **(14)** month schedule, the Consultant may submit an alternate schedule with proposed changes to this timeframe for consideration.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

Hourly Rate Table



PROJECT NAME: City of El Paso, TX

Hourly Rates

Principal	\$225/HR
Senior Urban Designer	\$200/HR
Senior Project Manager	\$170/HR
Project Manager	\$150/HR
Associate II	\$120/HR
Associate I	\$95/HR
Neighborhood Workshop	\$200/HR

**ATTACHMENT “C”
INTENTIONALLY DELETED**

ATTACHMENT "D"

PAYMENT SCHEDULE

For the project known as "**TITLE 18 - BUILDING CODE AMENDMENTS**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$240,500.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

The compensation for each task described in Attachment "A". Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year.

The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



KRONURB-01

RHEBERLING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2023

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 Stapleton Insurance & Risk Mgt P. O. Box 1118 Sylvania, OH 43560-0118	CONTACT NAME: Teresa Phillips	
	PHONE (A/C, No, Ext): (419) 517-1060	FAX (A/C, No): (419) 882-3911
	E-MAIL ADDRESS: teresa@stapletoninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Kronberg Wall Architects, LLC ; Kronberg Urbanists + Architects 887 Wylie St SE Atlanta, GA 30316	INSURER A : Property Owners	32905
	INSURER B : Auto-owners Insurance Co.	18988
	INSURER C : Continental Casualty Co.	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			5318986100	1/16/2023	1/16/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5318986100	1/16/2023	1/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	A106571499	1/16/2023	1/16/2024	<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
C	Professional Liabili			AEH254092831	1/16/2023	1/16/2024	Occ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

The City of El Paso, Texas

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

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:


- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12.10.23
Date


Signature

Kronberg Wall Architects, LLC
Company Name

Principal
Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

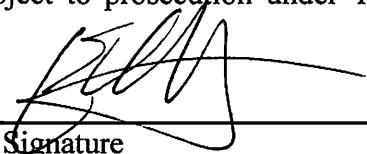
Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

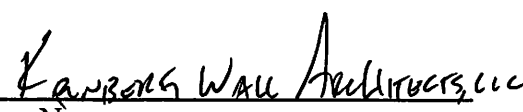
False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12.10.23


Date



Signature



Company Name



Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



CITY OF EL PASO

City of El Paso Capital Improvement Department Solicitation #2023-0488 Title 18 Building Code Amendments

January 3, 2024

Strategic Plan Goal:

7) Enhance and Sustain El Paso's Infrastructure Network



Project Details



Location:	Citywide
Contract Value:	\$240,500
Project Timeline:	14 months
Funding Source:	CO ISSUE FY18



Contract Scope of Work



- Policy Assessment
- Strategy Research & Development
- Public Engagement / Outreach
- Final Recommendations & Output

Deliverables

1. Assessment report of current building codes and best practices
2. Proposed amendments to the building codes, provide a detailed report of findings and recommendations
3. Public Engagement/Outreach to include presentation materials
4. Final amended building codes
5. Implementation plan & Implementation Training

Contract Scope of Work (Continued)



PROJECT TIMELINE 14 months

The consultant will complete the scope of services with the following timeline: Consultant shall submit a proposed schedule to include all deliverables per milestone.

1. Assessment of current building codes
2. Development of new building codes
3. Public Engagement/Outreach
4. Review and approval process
5. Implementation of new building codes.

Procurement Summary



- **Request for Qualification advertised on April 4, 2023**
 - 1 firms submitted bids, no local office
- **Recommended Actions**
 - To award contract to Kronberg Wall Architects, LLC

MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



VALUES

Integrity, Respect, Excellence,
Accountability, People

MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas



Legislation Text

File #: 24-45, 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.

A Resolution that the City Manager, or designee, be authorized to sign a First Amendment to the Crosswinds Entertainment District Lease by and between the City of El Paso ("Lessor") and Anzures & Son, LLC ("Lessee") to delay the Rent Commencement an additional twelve (12) months and to provide credit for six (6) months of rent and credit for \$3,265.79 for a single month's rent as a result of \$25,405.37 of In-Kind Services performed by Lessee.

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

DEPARTMENT: Aviation

AGENDA DATE: January 2, 2024

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: District 3

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

SUBGOAL: N/A

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign a First Amendment to the Crosswinds Entertainment District Lease by and between the City of El Paso ("Lessor") and Anzures & Son, LLC ("Lessee") to delay the Rent Commencement an additional twelve (12) months and to provide credit for six (6) months of rent and credit for \$3,265.79 for a single month's rent as a result of \$25,405.37 of In-Kind Services performed by Lessee.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval for a First Amendment to the Crosswinds Entertainment District Lease with Anzures & Son, LLC to delay the Rent Commencement due to a delay in construction and accept \$25,405.37 payment of back taxes as In-Kind Service performed in lieu of payment of rent on the property.

Term: Forty (40) years and one (1) ten (10) year option

PRIOR COUNCIL ACTION:

- December 7, 2021 – Crosswinds Entertainment District Ground Lease

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

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

DEPARTMENT HEAD:


Sam Rodriguez, Aviation Director

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 First Amendment to the Crosswinds Entertainment District Ground Lease by and between the City of El Paso ("Lessor") and ANZURES & SON, LLC ("Lessee") to delay the Rent Commencement twelve (12) months to account for a six (6) month delay in access and to provide credit for six (6) months of rent and credit of \$3,265.79 to a single month's rent as a result of \$25,405.37 of In-Kind Services performed by Lessee.

APPROVED this ____ day of _____ 2024.

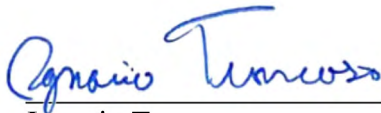
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

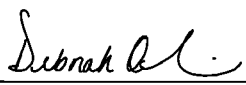
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

for 

Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS)
)
COUNTY OF EL PASO) **FIRST AMENDMENT TO LEASE
AGREEMENT FOR THE CROSSWINDS
ENTERTAINMENT DISTRICT LEASE
BETWEEN THE CITY OF EL PASO AND
ANZURES & SON, LLC**

This First Amendment to the Crosswinds Entertainment District Ground Lease (the “First Amendment”) is made and entered into this ___ day _____ of 2024, by and between the City of El Paso, a municipal corporation existing under the laws of the State of Texas (the “Lessor”), and Anzures & Son, LLC, a Texas LLC (the “Lessee”).

WHEREAS, Lessor and Lessee entered into a Crosswinds Entertainment District Ground Lease (“Lease”) with an effective date of December 7, 2021, for the following described real property located in El Paso County, Texas:

All of Lot 15 and a portion of Lot 14, Block 5, El Paso International Airport Tracts, Replat of Unit 3, City of El Paso, El Paso County, Texas, more commonly referred to as 6631 Montana Street, El Paso, Texas, further described in Exhibit "A", attached hereto and incorporated herein, (hereinafter referred to as the "Leased Premises").;

WHEREAS, Lessee was unable to access the property for a total of 6 months due to a delay in construction that was being performed by the Texas Department of Transportation (“TXDOT”);

WHEREAS, Lessee provided payment in the sum of \$25,405.37 for unpaid back taxes owed on the property that were left unpaid due to bankruptcy by a prior tenant;

WHEREAS, The sum of \$25,405.37 for unpaid back taxes paid by Lessee accounts for the total rent amount for 6 full months of rent and an additional \$3,265.79 of a single month’s rent;

WHEREAS, The City wishes to delay the commencement of rent in order to account for the delay in access to the property caused by TXDOT;

WHEREAS, The City wishes to accept the \$25,405.37 payment of back taxes as in In-Kind Service performed in lieu of payment of the rent on the property;

WHEREAS, The parties wish to extend the Rent Commencement Date in order to account for the delay in access and the In-Kind Service;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to this First Amendment of the Lease Agreement as follows:

1. Section 3.02 is amended to read as follows:

The Payment of rent shall commence twelve (12) months from the Effective Date of this Amendment. The Rent amount for the first month subsequent to the twelve months shall be a total of \$424.14. The Rent amount thereafter will be the amount as specified in Section 3.01 of this Lease. The Rent shall be paid in twelve (12) equal monthly installments. The Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease.

2. General Civil Rights Provision. Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Compliance with FAA Requirements and Nondiscrimination Requirements. Lessee shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Lessee to comply with, to the extent required by applicable law, all provisions of Exhibit A, Federal Aviation Administration Required Provisions, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

Affirmative Action.

Grantee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Grantee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Grantor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

FAA Order 1400.11. Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International

Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

3. **Ratification.** Except as herein amended, all other terms and conditions of the Lease Agreement not specifically modified by this First Amendment shall remain unchanged and in full force and effect.

4. **Effective Date.** This First Amendment shall be effective upon the date it is approved by the El Paso City Council.

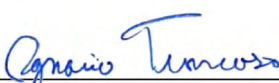
(Signatures begin on the following page)

EXECUTED this _____ day of _____, 2024.


LESSOR: CITY OF EL PASO

Cary S. Westin
Interim City Manager

APPROVED AS TO FORM:


Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:


For Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

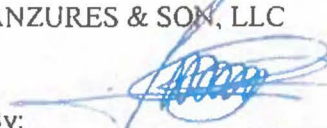
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2024, by **Cary S. Westin** as **Interim City Manager** of the City of El Paso, Texas (Lessor).

Notary Public, State of Texas

(Signatures continue on the following page)

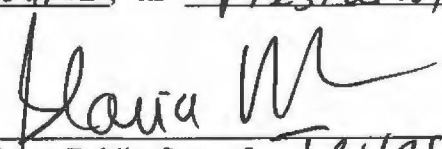
LESSEE:
ANZURES & SON, LLC

By: 
Printed Name: LUIS ARIL ANZURES
Title: President

ACKNOWLEDGMENT

THE STATE OF Texas)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 14 day of December 2024, by Luis Aril Anzures, its President of Anzures & Son, LLC (Lessee).


Notary Public, State of Texas

My Commission Expires: 12.29.20

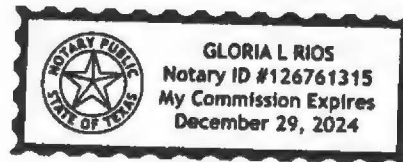


Exhibit "A"
Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee.
2. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

1. Lessee for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running

with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
2. With respect to the Lease, in the event of breach of any of the above Non-discrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

F. Subcontracts. Lessee agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Lessee shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1614, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 2, 7, 8

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

AGENDA LANGUAGE:

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

That the Planning and Inspection Liens on the attachment posted with this agenda be approved. (See Attachment A)

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

AGENDA DATE: January 2, 2024

PUBLIC HEARING DATE: January 2, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Tony De La Cruz, (915) 212-1589

DISTRICT(S) AFFECTED: 2, 7, 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business-friendly permitting and inspection process
3.2 Set one standard for infrastructure across the city

SUBJECT:

That the Planning and Inspection's liens on the attachment posted with this agenda be approved (See Attachment B).

BACKGROUND / DISCUSSION: Approval for Planning & Inspection Liens (Board and Secure)

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

ATTACHMENT B
PLANNING AND INSPECTIONS LIENS
JANUARY 2, 2024

ADDRESS	OWNER OF RECORD	AMOUNT	DISTRICT
3913 FRED WILSON AVE.	GUADAGNOLI BETTE M.	\$1,645.25	2
8501 WINGO WAY	JORGE M. SANCHEZ	\$395.00	7
10493 CHINABERRY DR.	TOMMY B. BALLE JR. & GRACE A.	\$2,840.60	7
1512 WYOMING AVE.	ESPARZA ENRIQUE JR. & CECILIA A.	\$6,203.15	8

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Guadagnoli Bette M., in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections Department has reported the cost of doing such work in the amount hereinafter set forth.

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

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

3913 Fred Wilson Ave., El Paso, TX 79904., more particularly described as 1 Beaumont Annex Lot 3 (6000 Sq. Ft.), City of El Paso, El Paso County, Texas, PID #B30599900100700

to be \$1,645.25, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21 day of August, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount One Thousand Six Hundred Fourty Five AND 25/100 DOLLARS (\$1,645.25) to be a lien on the above described property, said amount being due and

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024

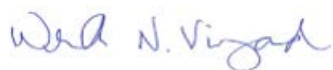
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

El Paso Office of the Comptroller
300 N. Campbell
El Paso, Texas 79901
(915)212-0040

FOR INFORMATION ON THE WORK OR ORDERS ENTERED PLEASE CONTACT:

Property & Inspection
801 Texas Ave.
El Paso, Texas 79901
(915) 212-0104

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Jorge M. Sanchez., in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections Department has reported the cost of doing such work in the amount hereinafter set forth.

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

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

8501 Wingo Way, El Paso, TX 79907., more particularly described
as 3 West Ysleta 8, City of El Paso, El Paso County, Texas, PID
#W14299900307600

to be \$395.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21 day of August, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount Three Hundred Ninety Five AND 00/100 DOLLARS

(\$395.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2024

CITY OF EL PASO:


Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi N. Vineyard
Assistant City Attorney



Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

El Paso Office of the Comptroller
300 N. Campbell
El Paso, Texas 79901
(915)212-0040

FOR INFORMATION ON THE WORK OR ORDERS ENTERED PLEASE CONTACT:

Property & Inspection
801 Texas Ave.
El Paso, Texas 79901
(915) 212-0104

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Tommy B Balles Jr. and Grace A., in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections Department has reported the cost of doing such work in the amount hereinafter set forth.

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

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

10493 Chinaberry Dr., El Paso, TX 79925., more particularly described as 37 Eastwood Lot 20 (7950 Sq. Ft.), City of El Paso, El Paso County, Texas, PID #E20799903703900

to be \$2,840.60, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21 day of August, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount Two Thousand Eight Hundred Forty AND 60/100

DOLLARS (\$2,840.60) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2024

CITY OF EL PASO:

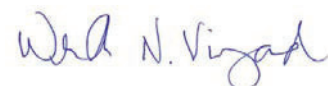
Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi N. Vineyard
Assistant City Attorney



Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

El Paso Office of the Comptroller
300 N. Campbell
El Paso, Texas 79901
(915)212-0040

FOR INFORMATION ON THE WORK OR ORDERS ENTERED PLEASE CONTACT:

Property & Inspection
801 Texas Ave.
El Paso, Texas 79901
(915) 212-0104

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Esparza Enrique Jr. and Cecilia A., in accordance with Chapter 2.38.070, 2.38.080, 18.50.108.1/.2 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections Department has reported the cost of doing such work in the amount hereinafter set forth.

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

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

1512 Wyoming Ave., El Paso, TX 79902 ., more particularly
described as 42 Frankling Heights 7 & W 1/2 OF 8 (4500 SQ FT),
City of El Paso, El Paso County, Texas, PID
#F60799904201300

to be \$6,203.15, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23 day of August, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount Six Thousand Two Hundred Three AND 15/100

DOLLARS (\$6,203.15) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2024

CITY OF EL PASO:

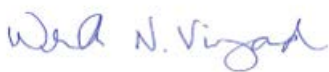
Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi N. Vineyard
Assistant City Attorney



Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

El Paso Office of the Comptroller
300 N. Campbell
El Paso, Texas 79901
(915)212-0040

FOR INFORMATION ON THE WORK OR ORDERS ENTERED PLEASE CONTACT:

Property & Inspection
801 Texas Ave.
El Paso, Texas 79901
(915) 212-0104

ATTACHMENT A
PLANNING AND INSPECTIONS LIENS
JANUARY 2, 2024

ADDRESS	OWNER OF RECORD	AMOUNT	DISTRICT
3913 FRED WILSON AVE.	GUADAGNOLI BETTE M.	\$1,645.25	2
8501 WINGO WAY	JORGE M. SANCHEZ	\$395.00	7
10493 CHINABERRY DR.	TOMMY B. BALLE JR. & GRACE A.	\$2,840.60	7
1512 WYOMING AVE.	ESPARZA ENRIQUE JR. & CECILIA A.	\$6,203.15	8



Legislation Text

File #: 23-1635, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Parks and Recreation, Pablo Caballero, (915) 212-8018

AGENDA LANGUAGE:

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

That the Mayor is hereby authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and the Ysleta Independent School District (the "District"), to 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. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carry out the agreement.

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

AGENDA DATE: January 3, 2024

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Pablo Caballero, (915) 212-8018

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 4.2 Create innovative recreational, educational, and cultural programs

SUBJECT:

THAT the Mayor is hereby authorized to sign this the Interlocal Agreement between the City of El Paso (the "City") and the Ysleta Independent School District (the "District"), to 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. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carry out the agreement

BACKGROUND / DISCUSSION:

Ysleta Independent School District desires to continue enhancing the quantity and quality of recreational and athletic facilities, which will continue to be available to the City of El Paso residents.

PRIOR COUNCIL ACTION:

The City Council approved the initial interlocal agreement on August 28, 2012, the second amendment on April 3, 2018, the third on May 23, 2023, and the fourth on August 29, 2023.

AMOUNT AND SOURCE OF FUNDING:

No City funds used.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

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

RESOLUTION

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

THAT the Mayor is hereby authorized to sign this Interlocal Agreement between the City of El Paso (the “City”) and the Ysleta Independent School District (the “District”), to 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. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carry out the agreement.

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

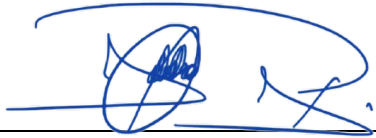
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell Abeln
Senior City Attorney

APPROVED AS TO CONTENT:



Pablo Caballero, Interim Director
Parks and Recreation Department

STATE OF TEXAS §
 § **INTERLOCAL AGREEMENT**
 COUNTY OF EL PASO §

This Interlocal Agreement (hereinafter "Agreement") is made this the ____ day of _____, 20____, (hereinafter "effective date") by and between the City of El Paso, a home rule municipal corporation (hereinafter "CITY") and the Ysleta Independent School District (hereinafter "YISD"), a political subdivision of the state.

WHEREAS, CITY provides recreational, enrichment, educational and other community services to youth and adult citizens of El Paso through its Department of Parks and Recreation; and

WHEREAS, YISD provides educational and recreational services to students and youth within its school district; and

WHEREAS, CITY and YISD desire to enhance the quantity and quality of recreational and athletic programs and services by entering into this Agreement to share facilities within both organizations; and

WHEREAS, CITY and YISD are authorized to enter into this Agreement under the provisions of Chapter 791, Texas Government Code;

NOW, THEREFORE, CITY AND YISD HEREBY ENTER INTO THIS INTERLOCAL AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1.0 ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes as if set forth verbatim:

Attachment "A" Facilities owned by the CITY and covered by this Agreement

Attachment "B" Facilities owned by YISD and covered by this Agreement

Attachment "C" Programs and activities operated by CITY or affiliated with CITY and covered by this Agreement.

Attachment "D" Programs and activities operated by YISD or affiliated with YISD and covered by this agreement.

"Affiliated" means an organization that provides supplementary programs and recreational activities to the Party's and utilizes block scheduling for such.

2.0 CONTRACTUAL RELATIONSHIP

2.1 The parties to this Agreement are independent contractors. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or representatives.

2.1-1 As an independent contractor, YISD understands and agrees that it will be responsible for its respective acts or omissions, and CITY shall in no way be responsible as an employer to YISD's officers, employees, agents or representatives who perform any service in connection with this Agreement.

2.1-2 As an independent contractor, CITY understands and agrees that it will be responsible for its respective acts or omissions, and YISD shall in no way be responsible as an employer to CITY's officers, employees, agents or representatives who perform any service in connection with this Agreement.

2.2 YISD acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind CITY to any obligation other than the obligations set forth in this Agreement. CITY acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind YISD to any obligation other than the obligations set forth in this Agreement.

2.3 The parties acknowledge and expressly agree that, in all things relating to this Agreement, CITY and YISD are performing governmental functions, as defined by the Texas Tort Claims Act. The parties hereby agree that CITY and YISD enter into this Agreement as governmental entities for the purpose of performing a governmental function.

3.0 SCOPE AND TERM OF AGREEMENT

3.1 Scope. CITY and YISD agree on the basis set out in this Agreement to share use of public indoor and outdoor athletic and recreational facilities, owned by each entity, as further described in **Attachments "A" and "B"**, for the programs and activities operated by or affiliated with each entity, as further described in **Attachments "C" and "D"**.

3.2 Term. This Agreement shall become effective on December 1, 2023, the latest date signed by a party to the Agreement and shall be for a primary term through November 30, 2024. Said Agreement shall be extended automatically for ten (10) additional one (1) year terms under the same terms and conditions, unless either party provides a thirty-day notice in writing of its intention not to extend or unless terminated as hereinafter provided in Section 5.0 of this Agreement. In no event shall this Agreement extend beyond November 30, 2034.

4.0 JOINT USE AND FACILITY FEES

4.1 CITY shall have the right of first use of YISD facilities, as further described in **Attachment "B"** for activities officially operated by or affiliated with its Department of Parks and Recreation as described in **Attachment "C"**, when such use does not conflict with YISD school activities or events, or with non-school activities which have been previously approved by YISD in accordance with YISD policies governing use of its facilities.

4.1-1 YISD shall annually provide CITY with all necessary contact information for the point of contact for scheduling purposes. CITY and affiliated leagues shall follow YISD prescribed policies and procedures for all uses, to include but not be limited to the relevant GKD policies and regulations, GKD Community relations - Non-School Use of School Facilities (GKD Legal, GKD Local and GKD Regulation), which are available through the YISD point of contact. CITY or the designated representative from an affiliated league (who shall be designated annually) shall submit requests for use of YISD facilities in accordance with YISD policy. Written requests will be submitted to the YISD point of contact for scheduling purposes. From the effective date through December 15, 2023, YISD agrees to waive the requirement for submission of requests at least thirty days in advance.

4.1-2 For indoor facilities described in **Attachment "B"**, YISD will arrange access to YISD facilities through its own staff when Department of Parks and Recreation staff have reserved a YISD facility.

4.1-3 YISD remains committed to right-sizing the district to mirror its declining enrollment. Thus, YISD reserves the right to close campuses removing them from the list of sites available under the terms of this Agreement. YISD will provide notice to CITY for any facility utilized by CITY at least thirty (30) days prior to any such closure.

4.2 YISD shall have the right of first use of CITY facilities, as further described in **Attachment "A"**, for activities officially operated by or affiliated with YISD as described in **Attachment "D"**, when such use does not conflict with CITY activities or events, or with non-CITY activities which have been previously approved by CITY, in accordance with CITY policies governing use of its facilities, except as provided in Section 4.6-1.

4.2-1 CITY shall annually provide YISD with all necessary contact information for the point of contact for scheduling purposes. YISD shall follow CITY prescribed processes to request CITY facilities in advance of the intended use. YISD or the designated representative from an affiliated entity (who shall be designated annually) shall submit written requests for use of CITY facilities in accordance with CITY policy. Written requests will be submitted to the CITY Director of Parks and Recreation or designee. From the effective date through December 15, 2023, CITY agrees to waive the requirement for submission of requests at least thirty (30) days in advance.

4.2-2 For indoor facilities, described in **Attachment "A"**, CITY will arrange access to CITY facilities through its own staff when YISD staff have reserved a CITY facility.

4.3 The parties shall have non-exclusive use of the parking areas adjacent to the facilities that are described in **Attachments "A" and "B"**, only during approved scheduled times.

4.4 During CITY operated program uses per **Attachment "C"** of YISD facilities, as described in **Attachment "B"**, on the dates and hours that a YISD employee would otherwise be on duty at said facility ("normal hours" as provided in **Attachment "B"**), YISD shall not assess facility rental fees and charges, with the exception of any CITY operated program that requires

special services over and above normal facility operations to include security, custodial services, staff, materials, and supplies. Special services must be identified by YISD in writing at the time of reservation. YISD may charge a fee per the GKD policy and regulation for uses by CITY affiliated leagues listed on **Attachment "C"**. Additionally, in the event that CITY uses a YISD facility, listed in **Attachment "B"**, outside of normal hours, CITY shall pay the adopted fee.

4.4-1 CITY may charge a program fee to its participants, in accordance with CITY policies for any program offered by the CITY under this Agreement.

4.5 During YISD use of CITY facilities, as described in **Attachment "A"**, on the dates and hours that a CITY employee would otherwise be on duty at said facility ("normal hours" as provided in **Attachment "A"**), CITY shall not assess facility rental fees and charges, with the exception of any YISD program or YISD affiliated program that requires special services over and above normal facility operations to include security, staff materials, and supplies. Special services must be identified by CITY in writing at the time of reservation.

4.5-1 YISD may charge a program fee to its participants, in accordance with YISD policies for any program offered by YISD under this Agreement.

4.6 Swimming Pools. In the event that YISD uses a CITY swimming pool, as further described in **Attachment "A"**, outside of normal hours, YISD shall pay the adopted fee.

4.6-1 CITY facilities described in **Attachment "A"** that are outside of the YISD boundary may be requested by YISD; however, first priority will be granted to CITY and the second priority will be granted to the school district within the boundary, provided there is an Interlocal Agreement with that district.

4.6-2 YISD will be given second priority after any CITY use for the Marty Robbins Pool unless there is an Interlocal Agreement between the CITY and Socorro Independent School District (hereinafter "SISD").

4.7 Swim Teams. YISD shall submit requests for the upcoming school year (September - May) no later than May 31st prior to the beginning of the next school year, with the exception of the school year beginning July 2023, for which requests shall be submitted within seven (7) calendar days of the effective date.

4.8 Athletic Fields, Courts, Gyms and Multipurpose Rooms. CITY, YISD and affiliated leagues listed in **Attachment "C"**, to include YISD programs or activities listed in **Attachment "D"**, shall submit requests for the upcoming school year (August - May) no later than May 31st prior to the school year, with the exception of the school year beginning July 2023, for which requests shall be submitted within seven (7) calendar days of the effective date. CITY and YISD shall submit requests for the upcoming summer (June - July) no later than January 31st prior to the summer.

4.9 Other Uses. The parties may request additional uses in addition to those outlined in Section 4.7 and Section 4.8, and such requests will be granted subject to availability.

5.0 TERMINATION. This Agreement may be terminated as provided herein.

5.1 Termination by Mutual Consent. The parties may terminate this Agreement, with or without fault, by mutual consent upon such terms as they may agree in writing.

5.2 Termination by Either Party. It is further understood and agreed by the CITY and YISD that either party may terminate this Agreement, with or without fault.

5.2-1 Either party has the right to terminate this contract at any time during its term. Notice of such termination will be made in writing at least thirty (30) consecutive days prior to the effective date of cancellation.

5.2-2 Either party may terminate this Agreement effective at the end of its fiscal year upon giving thirty (30) days written notice to the other party.

5.3 Termination Shall Not Be Construed as Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminating 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.

5.3-1 Except as otherwise provided herein, all duties and obligations of CITY and YISD shall cease upon termination or expiration of this Agreement.

6.0 GENERAL PROVISIONS

6.1 Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law. It is expressly understood and agreed that CITY is not operating, maintaining or otherwise providing school facilities to the general public, nor is YISD operating, maintaining or otherwise providing park and recreational facilities and services to the general public, for use other than CITY and YISD sponsored activities.

6.1-1 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including, mental anguish and emotional distress - as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof: except as expressly provided in Sections 6.1-2 and 6.2 below. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

6.1-2 Maximum Aggregate Liability. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, **IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR**

PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE OTHER PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID OR PAYABLE UNDER THE TERMS OF THIS AGREEMENT, SUBJECT TO SECTION 6.2 BELOW.

6.1-3 Intentional Risk Allocation. CITY and YISD each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

6.1-4 Sovereign Immunity. CITY and YISD reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

6.2 Maintenance and Repairs. Each party agrees to be responsible for the maintenance of its own facilities, regardless of use, except in the case of repairs required to correct damage to facilities, which has occurred as a result of the other party's use of the facilities. Such cost of repairs shall be borne by the responsible party (either CITY or YISD) using the facility.

6.3 Utilities. Each party agrees to pay for the utilities at its own facilities, regardless of use.

6.4 Amendments and Waiver. The parties may amend this Agreement at any time by mutual consent. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of CITY (by authority of City Council) and YISD (by approval of YISD Board of Trustees). No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The CITY's City Manager is authorized to enter into agreements amending this contract that do not affect the annual budget of CITY, to include Attachments "A" and "C". The YISD Board of Trustees is authorized to enter into agreements amending this Agreement that do not affect the annual budget of YISD to include Attachments "B" and "D". Notwithstanding the foregoing, the YISD Superintendent is likewise authorized to enter into agreements amending this Agreement that do not affect the annual budget of YISD to include Attachments "B" and "D".

6.5 Complete Agreement. This Agreement, together with the Attachment(s) attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. This Agreement supersedes all prior agreements, whether written or oral, regarding use of facilities between the parties, with the exception of Inter-local Agreements pertaining to capital development and improvement of stand-alone facilities; such interlocals and/or companion

leases shall remain in effect. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

6.6 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of CITY, and YISD Board of Trustees Policies.

6.7 Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

6.8 Non-Assignability and Third-Party Beneficiaries. Nothing in this Agreement is intended to or operates to create any third-party beneficiary rights. The parties agree that this Agreement is solely binding on them and their respective organizations. The parties further agree that the rights, obligations or any possible claims giving rise hereunder have not and shall not be assigned or given to any third-party, to include any other local governmental entities, and, as such, no other person or entity has an interest under this Agreement.

6.9 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address provided below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY: City of El Paso
Attention: City Manager
300 N. Campbell
El Paso, Texas 79901

COPY TO: Parks and Recreation Department
Attention: Director
801 Texas Ave., 2nd Floor
El Paso, TX 79901

YISD: Ysleta Independent School District
Attn: Superintendent of Schools

9600 Sims Drive
El Paso, Texas 79925

COPY TO: Ysleta Independent School District
Attn: Chief Financial & Operational Officer
9600 Sims Drive
El Paso, Texas 79925

6.9 Warranty of Capacity to Execute Contract. The persons signing this Agreement on behalf of the parties warrant that he/she has the authority to do so and to bind the parties to this Agreement and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this Agreement in its entirety (including any and all Attachments); understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

(Signatures Follow on Next Page)

STATE OF TEXAS §
 § **INTERLOCAL AGREEMENT**
COUNTY OF EL PASO §

Signature Page

Executed this _____ day of _____, 20__.

CITY OF EL PASO

Oscar Leeser, Mayor

ATTESTED:

Laura Prine
City Clerk

**YSLETA INDEPENDENT SCHOOL
DISTRICT**



Cruz A. Ochoa, Jr.
President, Board of Trustees

ATTESTED:



Kathryn Lucero
Secretary, Board of Trustees

APPROVED AS TO FORM:



Russell Abeln
Senior City Attorney

APPROVED AS TO FORM:



Priscilla de Mata, Esq.
Chief Counsel
Ysleta Independent School District

APPROVED AS TO CONTENT:



Pablo Caballero, Interim Director
Parks & Recreation Department

APPROVED AS TO CONTENT:



Lynly G. Leeper
Chief Financial & Operational Officer
Ysleta Independent School District

ATTACHMENT "A"

City of El Paso
Parks and Recreation Facilities List

FACILITY	TYPE	ADDRESS
Adrian Garcia	Park	520 Southside
Blackie Chesher & Escobar Fields	Park	9144 Escobar Dr/ 110 N Zaragoza
Capistrano	Park	8700 Padilla Dr
Caribe	Park	250 Cayman Ln.
Carolina	Park	563 N. Carolina Dr.
Cork	Park	3327 Cork Dr
Dolphin	Park	5900 Marlin Dr.
E. L. Williams	Park	752 Lafayette Dr.
Eastwood	Park	3110 Parkwood St.
Franklin	Park	6050 Quail Ave
Green Lilac	Park	1016 Green Lilac Cir.
Hidden Valley	Park	200 Coconut Tree Ln.
J.P. Shawver	Park	8100 Independence
Jorge Montalvo	Park	6500 Tiger Eye Dr.
Lancaster	Park	701 Brandywine Rd.
Lionel Forti	Park	7735 Phoenix Ave.
Lomaland	Park	715 Lomita Dr.
Marian Manor	Park	8343 Clifford Ct.
Mesquite Hills Unit 1	Park	11905 Auburn Sand
Mesquite Hills Unit 2	Park	11737 Mesquite Bush Dr.
Northeast Regional	Park	11270 McCombs
Palm Grove	Park	10001 Sumatra St.
Pavo Real	Park	9301 Alameda Ave.
Pebble Hills	Park	3200 Fierro Dr.
Pecan Grove 1	Park	9130 Sweet Acacia Ln.
Pecan Grove 2	Park	9100 Betel
Pico Norte	Park	10655 Pico Norte Rd.
Pueblo Viejo	Park	Roseway to Presa PL
Redstone Village	Park	5910 Redstone Rim Dr.
Reese McCord	Park	1900 Trawood Dr.
Riverside	Park	7600 Alameda Ave.
Stiles	Park	7325 Stiles Dr.
Suffolk	Park	3225 Suffolk Rd.
Summerlin	Park	6951 Firebush Dr.
Thomas Manor	Park	7901 Knights Dr.
Travis White	Park	1700 Wedgewood Dr.
Tyrone	Park	3301 Tyrone Rd.
Ysleta	Park	9068 Socorro Rd.
Ysleta Pedestrian Plaza	Park	Alameda at Candelaria
Yucca	Park	7975 Williamette Ave.
Carolina Rec Center	Rec Ctr	563 N Carolina Dr.
Eastwood- Gary Del Palacio Rec Center	Rec Ctr	3110 Parkwood St.
Pavo Real Rec Center	Rec Ctr	100 Presa Place
William W. Cowan Pool	Pool	B 100 Independence
Pavo Real Pool	Pool	110 Presa Place
Hawkins Pool (EPISD)	Pool	1500 Hawkins
Lionel Forti-Pool	Pool	1225 Giles
Marty Robbins (SISD)	Pool	11600 Vista Del Sol Dr.

Veterans Pool (EPISD)	Pool	5301 Salem Dr.
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ATTACHMENT "B"

**YSLETA INDEPENDENT SCHOOL DISTRICT
9600 SIMS DRIVE - EL PASO, TEXAS 79925-7225**

FACILITIES LIST - Attachment B**Normal Hours of Operation:**

Elementary Schools: 7:30 AM - 3:30 PM

Secondary Schools: 8:30 AM - 4:05 PM

SECONDARY CAMPUSES – High Schools

Campus	Address	Telephone	Fax
Bel Air H.S.	731 Yarbrough Dr. 79915	434-2000	434-2005
Del Valle H.S.	950 Bordeaux Dr. 79907	434-3000	858-1427
Eastwood H.S.	2430 McRae Blvd 79925	434-4000	434-4278
J.M. Hanks H.S.	2001 Lee Trevino Dr. 79935	434-5000	434-5293
Parkland H.S.	5932 Quail Lane 79924	434-6000	434-6005
Riverside H.S.	301 Midway Dr. 79915	434-7000	434-7296
Ysleta H.S.	8600 Alameda Ave. 79907	434-8000	434-8020

SECONDARY CAMPUSES - Middle Schools

Campus	Address	Telephone	Fax
Bel Air M.S.	7909 Ranchland 79915	434-2200	434-2205
Del Valle M.S.	8674 North Loop Dr. 79907	434-3300	434-3396
Eastwood M.S.	2612 Chaswood St. 79935	434-4300	434-4305
Hanks M.S.	11201 Pebble Hills Blvd. 79936	434-5300	434-9447
Parkland M.S.	6045 Nova Way 79924	434-6300	434-6305
Riverside M.S.	7615 Mimosa Ave. 79915	434-7300	434-7305
Ysleta M.S.	8691 Independence Dr. 79907	434-8200	434-8205

ALTERNATIVE CAMPUSES

Campus	Address	Telephone	Fax
Cesar Chavez Academy	7814 Alameda Ave. 79915	434-9600	434-9605
Thrive Academy	7500 Alpha Street 79915	434-9900	434-9905
Valle Verde Early College High School	919 Hunter Drive 79915	434-1500	434-1505
Young Women's Leadership Academy	8040 Yermoland Dr. 79915	434-1300	434-1399
Ysleta Community Learning Center	121 Padres Dr. 79907	434-9400	434-9498

ELEMENTARY K-8 CAMPUSES

Campus	Address	Telephone	Fax
Eastwood Knolls	10000 Buckwood Ave 79925	434-4400	434-4496
Alicia R. Chacon Int'l	920 Burgundy Ave. 79907	434-9200	434-9205

ELEMENTARY K-6 CAMPUSES

Campus	Address	Telephone	Fax
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Capistrano	240 Mecca St. 79907	434-8600	434-8695
Del Valle	9251 Escobar 79907	434-9300	434-9306
Desertaire	6301 Tiger Eye Dr. 79924	434-6400	434-6405
Dolphin Terrace	9790 Pickerel Dr. 79924	434-6500	434-6505
East Point	2400 Zanzibar St. 79925	434-4500	434-4505
Eastwood Heights	10530 Janway Dr. 79925	434-4600	434-4605
Eastwood Knolls Int'l	10000 Buckwood Ave 79925	434-4400	434-4496
Edgemere Int'l	10300 Edgemere Blvd 79925	434-4700	434-4706
Glen Cove	10955 Sam Snead Dr. 79936	434-5500	435-5590
Lancaster	9230 Elgin Drive 79907	434-3400	434-3410
Loma Terrace	8200 Ryland Ct. 79907	434-2600	434-2605
Mission Valley	8674 North Loop Dr. 79907	434-3700	434-3705
North Loop	412 Emerson St. 79915	434-2800	434-2805
North Star	5950 Sean Haggerty 79924	434-6700	434-6705
Parkland	6330 Deer Avenue 79924	434-6600	434-6695
Pasodale	8253 McElroy Ave. 79907	434-8500	434-8505
Pebble Hills	11145 Edgemere Blvd 79936	434-5600	434-5605
Presa	128 Presa Place 79907	434-8700	434-8705
Ramona Stem Academy	7755 Franklin Dr. 79915	434-6900	
REL Washington Int'l	3505 Lee Trevino Dr. 79936	434-5900	434-5905
Riverside Elementary	218 Barker Rd. 79915	434-7600	434-7605
Sageland	7901 Santa Monica Ct 79915	434-2900	434-2905
Scotsdale	2901 Mc Rae Blvd 79925	434-4800	434-4805
Thomas Manor	7900 Jersey 79915	434-7500	434-7505
Tierra Del Sol	1832 Tommy Aaron Dr 79936	434-5800	434-5805
Vista Hills	10801 La Subida Dr. 79935	434-5700	434-5705
Ysleta	8624 Dorbandt Cir. 79907	434-8900	434-8995

PRE-KINDERGARTEN CAMPUSES

Campus	Address	Telephone	Fax
Parkland Pre-K Center	10080 Chick-a-Dee 79924	435-7800	435-7896
Ysleta Pre-K Center	7940 Craddock 79915	434-9500	434-9505

ATTACHMENT "C"

Programs and Activities Operated or Affiliated with City of El Paso Parks and Recreation- Attachment C

Operated by City of El Paso Parks and Recreation:

City of El Paso Adult & Youth Baseball, Softball, Football, Soccer League Games

City of El Paso Adult & Youth Basketball and Volleyball League Games

City of El Paso Youth Mini-Sports Programs/Skills Camps

City of El Paso Youth Club Rec (summer camp)

City of El Paso Youth After School Programs

City of El Paso Adult & Youth Special Events- example Halloween or Easter program, Senior Games

Affiliated with City of El Paso Parks and Recreation:

Azteca Women's Soccer League

NEAYSO League

NE Soccer League Independent Soccer League United Men's Soccer League Del Valle Soccer League Border Soccer League

Industrial Soccer League

Paso del Norte Soccer League

Latina Soccer League

East El Paso Soccer League

Just for Kids Flag League

Southwest Youth Football League

Southwest Adult Flag League

Seasoned Baseball League

EP Old Timers League

Delta Softball League

EW Optimist Baseball/T-ball League

El Paso Las Cruces Softball League

Northgate Optimist T-ball League

ATTACHMENT "D"

Ysleta Independent School District

9600 Sims Drive
El Paso, Texas 79925

**Programs and Activities Operated and Sponsored by YISD
Attachment "D"**

1. Use of City Aquatic Centers for official YISD District wide swim practices and meets.
2. Use of City Parks for official YISD District wide cross-country meets.
3. Use of City Softball fields for official YISD District wide tournaments and games.
4. Use of City Baseball fields for official YISD District wide practices and games.
5. Use of City Soccer fields for official YISD District wide practices and games.
6. Use of all parks for the included but not limited to: walks, picnics, park day, field days, tennis courts, bicycling, etc. for official YISD District-wide requirements.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-85, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

A Resolution that the City of El Paso re-appoint Jackie York as a regular appointee to the Central Appraisal District Board of Directors.

RESOLUTION

WHEREAS, the City of El Paso (“City”) is entitled to appoint two members to the El Paso Central Appraisal District Board; and

WHEREAS, the City desires to re-appoint Jackie York as one of its members to the El Paso Central Appraisal District Board.

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

That Jackie York is hereby re-appointed to the El Paso Central Appraisal District Board of Directors to serve from January 1, 2024 through December 31, 2024.

APPROVED this ____ day of _____, 2024.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney



Board Appointment Form

City Clerk

Submitted On:

Dec 19, 2023, 10:21AM MST

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Regular
Date of Council Meeting	Wednesday January 3 2024
Name of Board	Central Appraisal District Board of Directors
Agenda Posting Language	A Resolution that the City of El Paso re-appoint Jackie York as a regular appointee to the Central Appraisal District Board of Directors .
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	See attached resume.
Nominee Name	Jackie York
Nominee Date of Birth	[REDACTED]
Nominee Email Address	[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	[REDACTED]
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?	N/A
List all real estate owned in El Paso County	[REDACTED]
Previous Appointee	Jackie York
Reason for Vacancy	Term Expired
Date of Appointment	January 03, 2024
Term Begins On	January 01, 2024
Term Expires On	December 31, 2024
Term	2nd Term
Upload File(s)	Resolution - Jackie York - Central Appraisal District Board of Directors.pdf



Jackie York

REALTOR
CENTURY 21 THE EDGE

- Realtor for 20 years
- **Community Involvement:** YISD Partner in Education (7 yrs), Former Board of Director and President Elect of Family service of El Paso, provides turkeys to under privilege families from Rio Bravo Middle School (8 yrs), Past Volunteer Houchen Center
- **Real Estate Involvement Local :** Greater El Paso Association of Realtor President Elect 2021, Secretary Treasurer 2020, Board of Director 2008,2009,2016,2017,2018,2019, Chair of budget and Finance 2020, Governmental Affairs Committee (2007,2018,2019,2020,2021) , Grievance 2007,2008, Professional Standards 2015, Community Investment 2019,2020,2021, TREPAC Chair 2007 and committee 2006-2021 Woman's Council of Realtors President 2017

Real Estate Involvement Texas Association of Realtors: TREPAC Trustee for El Paso Region 2018,2019,2020,2021, TAR PAG committee 2017-2020, Education Committee, Distinguished Award Committee, Chair of Recognition Committee
- **Designation and Awards:** National Awards: Top 250 Agents for NAREP(nationwide) 2018,2019,2020 , Beyond Excellence, Quality Service 2008- present, WCR Entrepreneur Of the Year 2013, Top Gun with ERA, President Circle Century 21
- **Local Awards:** Best of the Border 2009, Top 25 Realtors in El Paso, Top Agent Century 21 2008-2020, Greater El Paso Association of Realtors Salesman of the Year 2017



Jackie has lived in El Paso for the last 48 years. She is married for 33 years and has 3 Boys. She is a top producing agent in El Paso with over 20 years of experience. She loves selling homes in El Paso as she believes El Paso offers an exceptional quality of life, diverse culture and a tight knit community.

She is active in the community and loves to volunteer and give back to the Place She calls Home "El Paso"





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-86, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

A Resolution that the City of El Paso re-appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors.

RESOLUTION

WHEREAS, the City of El Paso (“City”) is entitled to appoint two members to the El Paso Central Appraisal District Board; and

WHEREAS, the City desires to re-appoint Tanny Berg as one of its members to the El Paso Central Appraisal District Board.

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

That Tanny Berg is hereby re-appointed to the El Paso Central Appraisal District Board of Directors to serve from January 1, 2024 through December 31, 2024.

APPROVED this ____ day of _____, 2024.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney



Board Appointment Form

City Clerk

Submitted On:

Dec 19, 2023, 11:02AM MST

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Regular
Date of Council Meeting	Wednesday January 3 2024
Name of Board	Central Appraisal District Board of Directors
Agenda Posting Language	A Resolution that the City of El Paso re-appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors .
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	See attached resume.
Nominee Name	Tanny Berg
Nominee Date of Birth	[REDACTED]
Nominee Email Address	[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	[REDACTED]
Which District does the nominee reside in?	District 1
Does the appointee have a relative working for the City?	N/A
Has the appointee been a member of any other city boards?	N/A
List all real estate owned in El Paso County	[REDACTED]
Previous Appointee	Tanny Berg
Reason for Vacancy	Term Expired
Date of Appointment	January 03, 2024
Term Begins On	January 01, 2024
Term Expires On	December 31, 2024
Term	2nd Term
Upload File(s)	Resume -Tanny Berg.pdf

Tanny Berg

Mr. Tanny Berg has been an active commercial real estate developer and investor for over forty years. A resident of El Paso since 1952, Mr. Berg attended public schools in El Paso and received his Bachelor of Business Arts Degree with an emphasis in Accounting from the University of Texas at El Paso in 1970 and immediately joined Jack Berg Sales Company, an international importer and distributor of electronics, founded by his father, the late Jack S. Berg, in 1952.

Throughout the last over forty years, Mr. Berg owns or is a partner in Berg Properties, Berg Investment Company, Baruch Properties LP, B/W Joint Venture, Micropartners LP, Micropartners West LP, The Shalom Group LP, and EP Shalom LP, which entities control many shopping centers, office parks, hotels, industrial developments, and downtown redevelopment projects in El Paso, Texas. In addition, Mr. Berg has been very active in various civic and not for profit associations. He was a founder and past chair for 16 years of the Central Business Association, a downtown consortium dedicated to urban revitalization, as well as past chairman of the board of the El Paso Hispanic Chamber of Commerce, the El Paso Child Crisis Center, Las Palmas Medical Center of El Paso and again of the now combined boards of Las Palmas and Del Sol Hospitals (the Hospital Corporation of America (HCA) System in El Paso), and for three years at Unite El Paso, a grass roots citizens empowering organization created to engage El Pasoans in identifying and resolving critical political and social deficiencies affecting the Paso Del Norte regions economic growth and stability - to name just a few organizations.

Currently he is passionately and actively engaged in organizing and developing an El Paso based food bank, El Pasoans Fighting Hunger, affiliated with Feeding America, the national consortium of food banks, to address the profound crisis of hunger in the greater El Paso community. In addition, Mr. Berg is serving or has served on the governing or advisory boards of KCOS Public Television, the El Paso International Airport, the El Paso Tax Increment Financing Board, the City of El Paso Industrial Bond Advisory Board, Wells Fargo Bank Advisory Board of El Paso, the El Paso/Juarez World Trade Center, the El Paso Downtown Management District, the El Paso Times Advisory Board, the Rio Grande Girl Scouts Council, the Children's Trust Fund of Texas, the UTEP Alumni Association, and IHS Hospital Corporation in El Paso as well as many others. He is also a proud member of LULAC Council 335.

Mr. Berg has been interviewed on the "MacNeil/Lehrer Report" news program on PBS and has been quoted in the national publication "The Economist" on business issues relating to the border. Mr. Berg was also a founder and past chair of the El Paso Hebrew Day School, past president of Congregation B'nai Zion in El Paso, and has served on the National Board of Directors of the United Synagogue of America. In 2002, Mr. Berg was named the United States Small Business Association's Regional Small Business Advocate of the Year.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-32, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Representative Joe Molinar to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-33, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Representative Art Fierro to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.



Board Appointment Form

City Clerk

Submitted On:

Dec 6, 2023, 03:33PM MST

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	Tuesday, January 2, 2024
Name of Board	City of El Paso Employees Retirement Trust Board of Trustees
Agenda Posting Language	Reappointment of Representative Art Fierro to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Current member of City Council.
Nominee Name	Art Fierro
Nominee Date of Birth	[REDACTED]
Nominee Email Address	[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	[REDACTED]
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?	Rio Grande Council of Governments Financial Oversight and Audit Committee City of El Paso Employees Retirement Trust Board of Trustees TIRZ 5
List all real estate owned in El Paso County	N/A
Previous Appointee	Art Fierro
Reason for Vacancy	Term Expired
Date of Appointment	January 02, 2024
Term Begins On	January 30, 2024
Term Expires On	January 31, 2025
Term	1st Term

REVISED

4:29 pm, Dec 06, 2023

District 6

Art Fierro

Current Term: 1st | **Term Ends:** December 2026

Thank you for electing me as your City Representative for District 6. I look forward to working with my constituents to build a better future for our children, accomplish great things for our city, and ensure the needs of District 6 are met.

Please remember my door is always open if I may be of service in any way.

Share any questions or comments regarding District 6:

City Representative Art Fierro

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[View Campaign Finance Reports](#) [See Districts Map](#)





Legislation Text

File #: 24-87, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Accept the donation of \$500 from Galileo Church in Fort Worth, Texas to go toward the production and distribution of gender-neutral bathroom signs through LGBTQIA+ organizations of El Paso, such as Mountain Star Pride and Stonewall Democrats of El Paso, and in doing so is in alignment with the City of El Paso's ordinance, Chapter 5.19, on gender-neutral signage for single-user restrooms, which goes into effect on January 1, 2024.

GALILEO CHURCH IN THE NEWS FOR LGBTQIA+ INCLUSIVITY EFFORTS

We wrote a resolution titled “GA 1929: An Invitation to Education For Welcoming and Receiving the Gifts of Transgender and Gender-Diverse People” (which you can read [here](#)) that was passed at the most recent Disciples of Christ General Assembly. This in part inspired Dr. Michael Miller, the Executive Vice President and Dean of Brite Divinity School, to write an essay about spirituality, inclusivity, and hospitality. This essay was published in the fall 2019 issue of the Disciples Home Missions newsletter *Disciples Advocate*. Check it out [here!](#)



Churchclarity.com is establishing a new standard for clearly communicated policies regarding LGBTQ+ inclusion in all churches. “Ambiguity is harmful, and clarity is reasonable,” they say, and we agree. Galileo Church is “verified clear” in our complete inclusion of LGBTQ+ persons in the life of the church. We baptize, marry, hire, and ordain LGBTQ+ persons, and we have LGBTQ+ persons on our pastoral staff and serving as lay leaders. Woohoo!

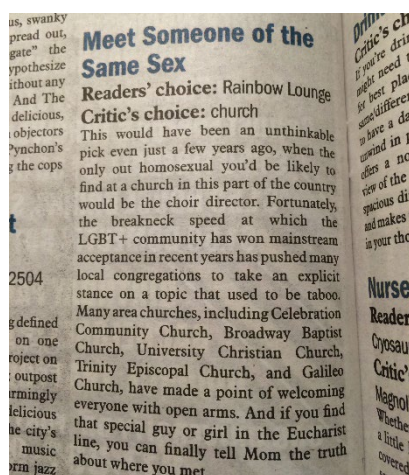


Medium.com named “100 Awesome Churches” and [we made the list](#). Qualifications for the list were: “spiritually-enriching community, vibrant worship, social justice warriors, fully LGBTQ-inclusive, actively invite people into Christian identity/belonging.” We’re honored. And always working on it.

Disciples LGBTQ+ Alliance

The Disciples LGBTQ+ Alliance asked us to say what we have learned about ministry to and with LGBTQ+ people. [You can read](#) what lead evangelist Katie Hays said about that.

Fort Worth Weekly named “church” as the critic’s choice for “Best Place to Meet Someone of the Same Sex.” And they named Galileo as one of the churches where one could do that. That’s a first for us...



Galileo Church has been featured in *Relevant Magazine* as one of “4 Churches Changing Everything” (May/June 2015). Take a look at the whole issue [here](#).





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-77, 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 direct staff to review the position of the El Paso Civil Service Commission Recorder and return with recommendations.

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

DEPARTMENT:

Mayor and City Council

AGENDA DATE:

January 3, 2024

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Brian Kennedy, 915.212.0001

DISTRICT(S) AFFECTED:

All Districts.

STRATEGIC GOAL:

Goal 5 - Promote Transparent & Consistent Communication Amongst all Members of the Community

SUBJECT:

Discussion and Action to direct staff to review the position of the El Paso Civil Service Commission Recorder and come back with recommendations.

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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



Legislation Text

File #: 24-84, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Mayor Oscar Leeser, (915) 212-1021

AGENDA LANGUAGE:

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

Presentation and discussion regarding the El Paso Water budget workshop - FY 2024-2025 Budget Overview; FY 2024-2025 Stormwater operating and Capital Improvement Budget; FY 2024-2025 Water, Wastewater and Reclaimed Water Operating and Capital Improvement Budget; Proposed Rules and Regulation Changes, including rate and fee adjustments.

**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)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-23, 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.

Climate and Sustainability Management Update.

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

AGENDA DATE: January 2nd, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini (915) 212-1659

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: Develop and implement a comprehensive climate action plan

SUBJECT:

Climate and Sustainability management update.

BACKGROUND / DISCUSSION:

After the creation of the Office of Climate and Sustainability (OCS), following the approval of Proposition C in November 2022, staff has worked on several programs and projects as highlighted below. This management update will summarize Climate and Sustainability activities for the last 12 months including the following projects/programs:

1. Climate action planning, including the award of the Climate Pollution Reduction Grant from EPA.
2. EPA's Solar for All grant application
3. 915 Tree Keepers program
4. Energy Efficiency Conservation Block Grant
5. Investment Grade Audit for Zoo facilities
6. Climate and Sustainability Office.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

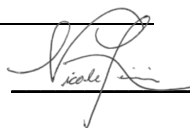
PRIMARY DEPARTMENT: Office of Climate and Sustainability – Nicole Ferrini

SECONDARY DEPARTMENT:

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:



APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____



Climate Action Planning

Department of Community and Human Development
Office of Climate and Sustainability

Community + Human Development

Our responsibility is to serve as the catalyst for community partnerships, collaboration + change ensuring **equity, resilience + sustainability** for the most vulnerable El Pasoans by giving voice to the underrepresented, supporting a strong system of human services & investing in El Paso homes, families + neighborhoods.

Advance Equity

Reduce Poverty

Build Sustainability

Climate + Sustainability

- Mitigation + Adaptation
- Education + Awareness
- Policy + Practice

Civic Empowerment

- Equity + Access
- Neighborhood Engagement
- Volunteerism

Human Services

- Homelessness
- Health+ Wellbeing
- Recreation + Lifestyle

Neighborhood Development

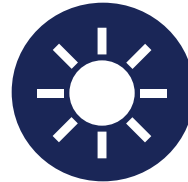
- Housing
- Community Revitalization
- Quality of Life

Climate + Sustainability

Efforts to address climate change and reduce the City of El Paso's carbon footprint date back to more than **two decades**...as does the resilience journey.



Municipal Energy
CFT



Solarize
Campaign
Launch



Innovation
Factory
Launch

Establish New
Office of Climate
+ Sustainability

Spring 2021

Summer 2021

Fall 2021

Early 2022

Late 2022

2023

Congresswoman
Escobar's Climate
Crisis Advisory
Committee

Facility Energy
Audits

Sun Metro Grant
For Electric Lift
Vehicles

Community
Progress Bond
Prop C



The momentum is **NOW!!**

Funding

- Community Progress Bond (\$5m)
- CPRG (\$1 M)
- EECBG (\$600 K)
- Solar For All (\$100 M)?

Policy

- Landscape Ordinance
- Complete Streets
- Building Standards

Plans

- Plan El Paso
- Resilient El Paso
- Regional Housing Plan
- Community Health Assessment

Partners

- Regional Governments
- Non Profit Organizations
- Community Advocates
- Philanthropy
- Private Business
- Utilities

Programs

- PDN C3
- PDN Climate Fellowship
- 915 Treekeepers

Our Commitment to Climate Action

As a result of the November 2022 voter approved bond the City of El Paso is moving forward with a comprehensive Climate Action Plan.

Objective # 1

Address the specific impacts of the global climate crisis as they relate to the **urban desert environment and vulnerable populations** of the Chihuahuan Desert.

Objective # 2

Ensure consistent and transparent collaboration inclusive of all interested stakeholders and community members assuring **tangible results and appropriate public accountability.**

Objective # 3

Pursue a **wide range of policy vehicles and funding resources** to advance the City of El Paso a leader in addressing the global climate crisis while balancing affordability and equity concerns for the community of El Paso.

Key Lines of Effort



1

developing **technical deliverables** (GHG emissions inventory and projections, benefit analysis, climate vulnerability assessment)

2

engaging with community to gather feedback about **priorities, concerns and desired outcomes** in their neighborhoods related to climate pollution - Fellowship

3

follow up on measuring impact and benefit as well as **follow through with a consistent presence** within affected communities.

A Regional Approach

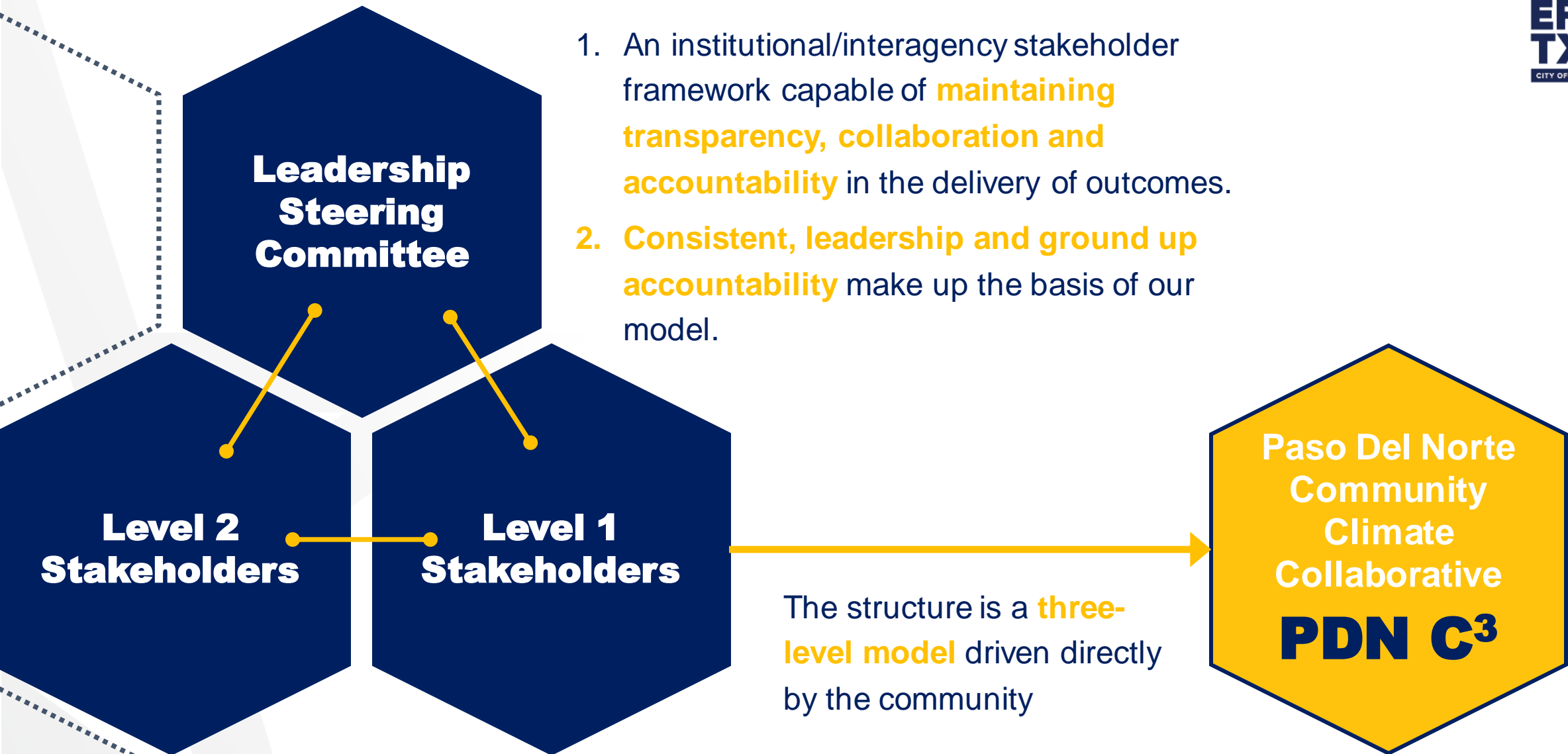
10 municipalities

2 counties

5 international
ports of entry

15 census-
designated places
+ unincorporated
communities

5,587 Sq miles



Civic Empowerment for Action

PDN Climate Fellowship

Created by the City of El Paso Office of Climate and Sustainability, the fellowship is scheduled to launch in March of 2024, it will provide the cornerstone to our community's ability to **do more than reach people, but rather to empower them from within their own neighborhood.**

The mission of the fellowship is to **work across the partner network** leveraging level 2 stakeholders such as Frontera Land Alliance, the El Paso Community Foundation, Eco El Paso, the Community First Coalition and promotora groups.

Fellows will be offered specialized training in this type of work as well as in **justice, equity, diversity and inclusion** efforts.

The information gathered during the fellowship program's outreach will be incorporated into the data collection/analysis which ultimately **drive targeted outcomes and funded initiatives.**

27 fellows

2 years

9 teams of 3

Setting Goals Globally

SUSTAINABLE DEVELOPMENT GOALS

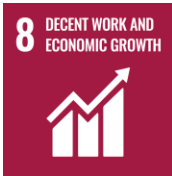


The **Sustainable Development Goals** are a call for action by the United Nations to the world:

- to promote **prosperity** while protecting the **planet**.
- recognize that ending **poverty** must go hand-in-hand with strategies that
- build **economic growth** and address a range of **social needs** including education, health, social protection, and job opportunities,
- tackling **climate change** and environmental protection
- **More important than ever, the goals provide a critical framework for COVID-19 recovery.**

Aligning Locally

Vibrant Regional Economy



Safe + Beautiful Neighborhoods



Exceptional Recreational, Cultural + Educational Opportunities



High Performing Government



The **City of El Paso Vision Blocks** are reflective of the high level goals set forward in the SDGs.

It's our intention to establish **cross functional teams** based in these areas.

Action...Now

- **Climate Action Planning will be an 18 month process**
 - deep community engagement
 - intensive regional data gathering
 - extensive multi partner collaboration
- **Available Now:**
 - 915 Treekeepers
 - Solar Co-op
- **Pursuing federal resources:**
 - Climate Pollution Reduction Grant
 - Solar for All
 - Energy Efficiency Community Block Grant

El Paso Zoo + Botanical Gardens

- **Planned a Center Point of Community Outreach and Engagement**
 - conservation
 - individual impact
 - education
- **Planning for Net Zero Energy**
 - Investment Grade Audit
 - Renewable Energy
 - Electric Car Charging
- **Interdepartmental Coordination for Citywide Impact**
 - Plans for Program Replication
 - Learnings incorporated into the climate action plan
 - Data Gathering and Demonstration



Climate + Sustainability

Short term milestones



MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Legislation Text

File #: 24-25, 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.

Discussion and action to authorize the City Manager to sign and enter into a subrecipient agreement with Workforce Solutions Borderplex to assist with the Climate Fellowship program and workforce development analysis as a key deliverable under the Environmental Protection Agency's (EPA) Climate Pollution Reduction Grant (CPRG) Program.

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

AGENDA DATE: January 2nd, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini (915) 212-1659

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: Develop and implement a comprehensive climate action plan

SUBJECT:

Approve a resolution to authorize the City Manager to sign and enter into a subrecipient agreement with Workforce Solutions Borderplex to assist with the Climate Fellowship program and workforce development analysis as a key deliverable under EPA's Climate Pollution Reduction Grant (CPRG) program.

BACKGROUND / DISCUSSION:

The City's EPA-approved workplan includes the creation of a Climate Fellowship program comprised of 9 teams of three fellows each that will participate in outreach and community engagement activities related to the development of the Climate Action Plan. The fellows will receive a monthly stipend up to \$625/month for the duration of the program (2 years).

The intention behind the creation of the Fellowship program is to provide opportunities to students to develop their professional skills in all things related to climate change and sustainability, laying the foundation to pursue a career in those fields. Regional opportunities in those fields are limited and the program aims at building up the experts' pool in the El Paso del Norte region.

Workforce Solutions Borderplex (WSB) will collaborate with the City to identify, recruit and process the enrollment of the fellows, leveraging its knowledge and connections in the region related to workforce development.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Office of Climate and Sustainability – Nicole Ferrini

SECONDARY DEPARTMENT:

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:  _____

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

WHEREAS, through the Inflation Reduction Act of 2022 (IRA), Congress provided many tools to pursue greenhouse gas (GHG) pollution reductions, including the Climate Pollution Reduction Grants (CPRG) program;

WHEREAS, the El Paso Metropolitan Statistical Area (MSA), as one of the 67 most populous metropolitan areas, and with the City of El Paso as the lead entity, was awarded a planning grant under CPRG to develop a Comprehensive Climate Action Plan (CCAP);

WHEREAS, the City of El Paso and its regional partners of the Paso del Norte Community Climate Collaborative (PDNC3) included the creation of the Climate Fellowship Program as part of the workplan approved by the Environmental Protection Agency (EPA) to develop professional skills related to climate and sustainability among the young regional population;

WHEREAS, Workforce Solutions Borderplex is one of the PDNC3 partners and the regional workforce development agency;

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

- 1. THAT**, the El Paso City Council authorizes the City Manager or designee to enter into a sub-recipient agreement with Workforce Solutions Borderplex relating to the Climate Fellowship Program and the workforce solutions component of the CPRG Grant;
- 2. THAT**, the City Manager or designee is authorized to accept, reject, alter and/or terminate the sub-recipient agreement;
- 3. BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork or documents needed to execute the sub-recipient agreement.

(Signature Page to Follow)

APPROVED this _____ day of January, 2024.

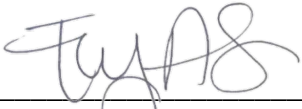
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Alderete-Ferrini
Climate and Sustainability Officer

Climate Action Planning: Workforce Solutions Borderplex

Nicole Alderete-Ferrini, **Climate and Sustainability Officer**
City of El Paso

PDN Climate Fellowship

- Created by the City of El Paso Office of Climate and Sustainability, the fellowship is scheduled to launch in March of 2024, it will provide the cornerstone to our community's ability to **do more than reach people, but rather to empower them from within their own neighborhood.**
- The mission of the fellowship is to **work across the partner network** leveraging level 2 stakeholders such as Frontera Land Alliance, the El Paso Community Foundation, Eco El Paso, the Community First Coalition and promotora groups.
- Fellows will be offered specialized training in this type of work as well as in **justice, equity, diversity and inclusion** efforts.
- The information gathered during the fellowship program's outreach will be incorporated into the data collection/analysis which ultimately **drive targeted outcomes and funded initiatives.**

27 fellows

2 years

9 teams of 3

Workforce Development Analysis

- Sectoral analysis of possible workforce shortages and needs will be conducted.
- The analysis will include:
 - existing relevant programs and funding sources
 - expected shortages, needs and potential solutions for the development of the needed workforce

MISSION



Deliver exceptional services to support a high quality of life and place for our community

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Legislation Text

File #: 24-28, 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.

Discussion and action to approve a Resolution to authorize the City Manager to enter into a non-binding memorandum of understanding (MOU) with all members of the Leadership Steering Committee relating to the Environmental Protection Agency's (EPA) Climate Pollution Reduction Grant (CPRG) program.

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

AGENDA DATE: January 2nd, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini (915) 212-1659

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: Develop and implement a comprehensive climate action plan

SUBJECT:

Approve a resolution to authorize the City Manager to enter into a non-binding memorandum of understanding with all members of the Leadership Steering Committee relating to EPA's Climate Pollution Reduction Grant (CPRG) program.

BACKGROUND / DISCUSSION:

The City's EPA-approved CPRG workplan includes the creation of a Leadership Steering Committee.

The committee will function as a senior level advisory group charged with guiding the scope of work led by the City of El Paso. The LSC will be comprised of multiple public entities committed through a mutual cooperation agreement. Each entity will assign a point of accountability as an official representative. This Committee will participate in (i) data collection and sharing (ii) stewardship of engagement and outreach activities within their region, and (iii) review and comment regarding CPRG deliverables.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Office of Climate and Sustainability – Nicole Ferrini

SECONDARY DEPARTMENT:

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____


APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

WHEREAS, through the Inflation Reduction Act of 2022 (IRA), Congress provided many tools to pursue greenhouse gas (GHG) pollution reductions, including the Climate Pollution Reduction Grants (CPRG) program;

WHEREAS, the El Paso Metropolitan Statistical Area (MSA), as one of the 67 most populous metropolitan areas, and with the City of El Paso as the lead entity, was awarded a planning grant under CPRG to develop a Comprehensive Climate Action Plan (CCAP);

WHEREAS, the City of El Paso and its regional partners of the Paso del Norte Community Climate Collaborative (PDNC3) have the purpose of building a partnership to accelerate the work of the El Paso MSA addressing environmental justice and climate empowering community-driven solutions in overburdened and underserved areas across the region;

WHEREAS, the Leadership Steering Committee (LSC) committee will function as a senior level advisory group charged with guiding the CCAP scope of work led by the City of El Paso;

WHEREAS, the LSC will be comprised of multiple public entities committed through a mutual cooperation agreement. Each entity will assign a point of accountability as an official representative; and

WHEREAS, the LSC will participate in data collection efforts, engagement and outreach activities within their region, and review and comment regarding CPRG deliverables.

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

THAT, the El Paso City Council authorizes the City Manager to enter into a non-binding memorandum of understanding with all members of the Leadership Steering Committee relating to the CPRG Program;

(Signature Page to Follow)

APPROVED this ____ day of January, 2024


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

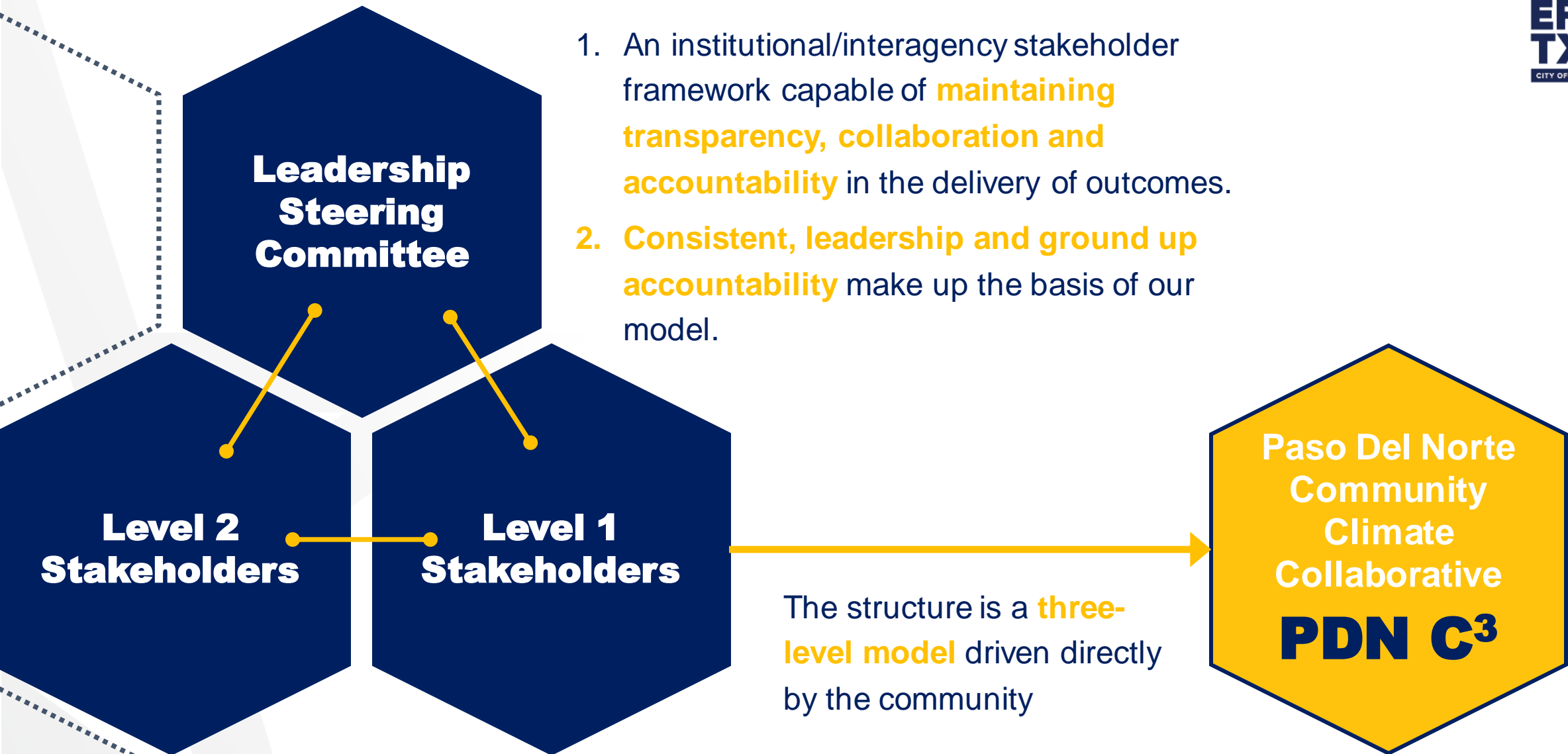
APPROVED AS TO CONTENT:



Nicole Alderete-Ferrini
Climate and Sustainability Officer

Climate Action Planning: Leadership Steering Committee

Nicole Alderete-Ferrini, **Climate and Sustainability Officer**
City of El Paso



Civic Empowerment for Action

Leadership Steering Committee

What is the Leadership Steering Committee?

- Senior level advisory group charged with guiding the scope of work for CPRG led by the City of El Paso.
- The LSC will be comprised of multiple public entities committed through a mutual cooperation agreement.
- Each entity will assign a point of accountability as an official representative.
- This Committee will participate in:
 - (i) data collection representative of each entity by region
 - (ii) stewardship of engagement and outreach activities within their region
 - (iii) review and comment regarding CPRG deliverables
 - (iv) actively collaborate in Climate programs and projects

MISSION



Deliver exceptional services to support a high quality of life and place for our community

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Legislation Text

File #: 24-83, 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

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

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 8.4 Reduce operational energy consumption.

Award Summary:

Discussion and action on the award of Solicitation 2023-0670R Climate Action Plan to AECOM Technical Services, Inc., for a four (4) year term for an estimated amount of \$1,239,235.00. The contract will allow for the development of the city's first formalized Climate Action Plan (CAP).

Contract Variance:

No contract variance, new contract

Department:	Community & Human Development
Award to:	AECOM Technical Services, Inc.
City & State:	Chicago, IL
Initial Term:	4 Years
Option Term:	N/A
Total Contract Time:	4 Years
Annual Estimated Award:	\$309,808.75
Initial Term Estimated Award:	\$1,239,235.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$1,239,235.00
Accounts:	190 - 4825 - 29130 - 522270 - PCP23CLIMATEPLN 471 - 2465 - 71004 - 522150 - G7124CPRG
Funding Sources:	Community Progress Bond 2022 EPA-CPRG Grant
District(s):	ALL

Contract Variance:

No contract variance, new contract.

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing Department and the Community & Human Development departments recommend award as indicated to AECOM Technical Services, Inc. the highest ranked bidder/offeror(s) based on the evaluation factors established in the evaluation criteria for this procurement. Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

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

AGENDA DATE: January 3, 2023

PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Nicole Ferrini, Climate & Sustainability Officer (915) 474-2202
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: 8 – Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.4 – Reduce operational energy consumption

SUBJECT:

Discussion and action that the City Manager be authorized to sign Contract 2023-0670R Climate Action Plan by and between the City of El Paso and AECOM Technical Services Inc., to provide qualified consulting services to assist in the development of the city's first formalized Climate Action Plan (CAP) for a term of four (4) year from the effective date of the Agreement. This is a service requirement contract at a currently estimated cost to the City of El Paso of \$1,239,235.00 for the term of services.

BACKGROUND / DISCUSSION:

The Climate Action Plan intends to identify a range of short and long-term goals and specific measures which the City will then use to develop plans for GHG emissions reductions and climate risk adaptation in areas such as transportation, built environment, waste, land use, energy, water and more.

SELECTION SUMMARY:

Solicitation was advertised on August 8, 2023 and August 15, 2023. The solicitation was posted on City website on August 8, 2023. There were a total twenty-six (26) viewers online; Twelve (12) proposals were received; none from local suppliers.

CONTRACT VARIANCE:

N/A.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,239,235.00

Funding Sources: 190 - 4825 - 29130 - 522270 - PCP23CLIMATEPLN
471 - 2465 - 71004 - 522150 - G7124CPRG

Accounts: Community Progress Bond 2022
EPA-CPRG Grant

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X__ YES __NO

PRIMARY DEPARTMENT: Community & Human Development

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

2023-0670R Climate Action Plan

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

DEPARTMENT HEAD:



Abraham Gutierrez for Nicole Ferrini

Nicole Ferrini, Climate & Sustainability Officer

Project Form
Request for Proposals

*****Posting Language Below*****

Please place the following item on the **REGULAR** Agenda for the City Council of **January 3, 2024.**

Strategic Goal 8 - Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection: 8.4 Reduce operational energy consumption

Award Summary:

The award of solicitation 2023-0670R Climate Action Plan to AECOM Technical Services, Inc., for a four (4) year term for an estimated amount of \$1,239,235.00. The contract will allow for the development of the city's first formalized Climate Action Plan (CAP).

Contract Variance:

No contract variance, new contract

Department:	Community & Human Development
Award to:	AECOM Technical Services, Inc.
City & State:	Chicago, IL
Item(s):	
Initial Term:	4 Years
Option Term:	N/A
Total Contract Time: Annual	4 Years
Estimated Award:	\$309,808.75
Initial Term Estimated Award:	\$1,239,235.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$1,239,235.00
Accounts:	190 - 4825 - 29130 - 522270 - PCP23CLIMATEPLN 471 - 2465 - 71004 - 522150 - G7124CPRG
Funding Sources:	Community Progress Bond 2022 EPA-CPRG Grant
Districts:	All

Contract Variance:

No contract variance, new contract

This was a Request for Proposals Procurement – service contract

The Purchasing & Strategic Sourcing Department and the Community & Human Development departments recommend award as indicated to AECOM Technical Services, Inc. the highest ranked bidder/offeror(s) based on the evaluation factors established in the evaluation criteria for this procurement. Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

CITY OF EL PASO BV/CSP/RFP/RFQ SCORESHEET

PROJECT: 2023-0670R Climate Action Plan TOP 5 PHASE I & II and Total Scores

Evaluation of Submittal						
	MAX POINTS	AECOM Technical Services, Inc.	Stantec Consulting Services, INC.	HDR Engineering, Inc.	Sustainability Solutions Group USA, INC.	Stanley Consultants, INC.
Factor A - Project understanding, approach, and preliminary work plans AVERAGE	40	37.29	35.86	36.43	36.00	33.71
Factor B - Experience- Project personnel, comparable contracts AVERAGE	30	28.37	26.38	26.14	26.14	26.33
Factor C - References AVERAGE	15	15.00	15.00	15.00	15.00	15.00
Factor D – Proposal Cost AVERAGE	15	6.68	8.82	7.89	7.92	9.95
TOTAL SCORE PHASE I	100	87.34	86.06	85.46	85.06	84.99
Total score from Phase I (Total points Phase I X 0.9)		78.61	77.45	76.91	76.56	76.49
Factor E – Interview (Points Interview X 0.1)	10	1.87	1.87	1.53	1.57	1.56
TOTAL SCORE PHASE II (Total score from Phase I + Factor E score NTE 100 total points)	100	80.48	79.32	78.44	78.13	78.05
RANK		1	2	3	4	5



CITY OF EL PASO REQUEST FOR PROPOSALS TABULATION FORM



Solicitation Title: Climate Action Plan

Solicitation #: 2023-0670R

Due Date: September 13, 2023

Department: Community & Human Development

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
AECOM TECHNICAL SERVICES, INC.	CHICAGO, IL	YES
CAPSUS. LLC. dba CAPSUS	HOUSTON, TX	YES
ENVIROMENTAL RESOURCES MANAGEMENT INC.	MALVERN, PA	YES
HDR ENGINEERING, INC.	OMAHA, NE	YES
HORNE, LLP.	RIDGELAND, MS	YES
ICF INCORPORATED, LLC.	RESTON, VA	YES
ADAM KRAMER dba nZERO, INC.	RENO, NV	YES
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.	CARROLLTON, TX	YES
STANLEY CONSULTANTS, INC.	MUSCATINE, IA	YES
STANTEC CONSULTING SERVICES, INC.	SAN ANTONIO, TX	YES
SUSTAINABILITY SOLUTIONS GROUP USA, INC.	ALBANY, NY	YES
VSE CORPORATION	ALEXANDRIA, VA	YES
RFPs SOLICITED: 823 LOCAL RFPs SOLICITED: 239 RFPs RECEIVED: 12 LOCAL RFPs RECEIVED: 0 NO BIDS: 5		

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/
277 e: 9/13/2023

2023-0670R Climate Action Plan View

Viewer's List

<u>No</u>	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>
1	Environmental Resources Management Inc.	09/13/2023	Submitted	Houston	TX
2	VSE Corporation	09/13/2023	Submitted	Alexandria	VA
3	Stantec (Stantec Consulting Services, Inc)	09/13/2023	Submitted	Plano	TX
4	nZero	09/13/2023	Submitted	Reno	NV
5	Sustainability Solutions Group USA, Inc.	09/13/2023	Submitted	Wilmington	DE
6	Schneider Electric (Schneider Electric Buildings America, Inc)	09/13/2023	Submitted	Carrollton	TX
7	AECOM Technical Services, Inc.	09/13/2023	Submitted	Dallas	TX
8	HDR Engineering, Inc.	09/13/2023	Submitted	Dallas	TX
9	CAPSUS	09/13/2023	Submitted	Houston	TX
10	Stanley Consultants, Inc.	09/13/2023	Submitted	Muscatine	IA
11	HORNE LLP	09/13/2023	Submitted	Austin	TX
12	ICF Incorporated, L.L.C.	09/12/2023	Submitted	Reston	VA
13	The Job Connection	09/05/2023	No Bid	El Paso	TX
14	DYER CYCLE	08/22/2023	No Bid	El Paso	TX
15	Unipak Corp.	08/15/2023	No Bid	West Long Branch	NJ
16	Electrical Power Products, Inc.	08/08/2023	No Bid	Des Moines	IA
17	Textbook Warehouse (Textbook Warehouse, LLC)	08/08/2023	No Bid	Alpharetta	GA
18	11-D Marketing, LLC. (Olivas)		Viewed	El Paso	TX
19	Alex's General Contractor		Viewed	El pASO	TX
20	APFELBAUM INDUSTRIAL, INC.		Viewed	El Paso	TX
21	Barracuda Public Relations		Viewed	El Paso	TX
22	Cardina Consulting LLC		Viewed	EL PASO	TX
23	Construction Reporter		Viewed	Albuquerque	NM
24	EFO Media (EFO LLC)		Viewed	El Paso	TX
25	Motion Industries		Viewed	El Paso	TX
26	Quantum Engineering Consultants, Inc		Viewed	El Paso	TX

RESOLUTION

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

That the City Manager be authorized to sign Contract 2023-0670R Climate Action Plan by and between the City of El Paso and AECOM Technical Services Inc., to provide qualified consulting services to assist in the development of the city's first formalized Climate Action Plan (CAP) for a term of four (4) year from the effective date of the Agreement. This is a service requirement contract at a currently estimated cost to the City of El Paso of \$1,239,235.00 for the term of services.

APPROVED this _____ day of _____, 202__.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

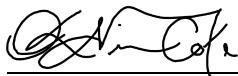
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney


APPROVED AS TO FORM:



K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing

Abraham Gutierrez
for Nicole Ferrini

APPROVED AS TO CONTENT:



Nicole M. Ferrini, Chief Sustainability Office
Community & Human Development Department

AN AGREEMENT FOR PROFESSIONAL SERVICES

WHEREAS, the Owner intends to engage the Consultant to perform qualified professional consulting services to assist in the development of the city’s first formalized sustainability services for the project known as **“Climate Action Plan”**, hereinafter referred to as the **“Project”**, as further described in **Attachments “A” and**

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Best and Final Offer (BAFO)
Attachment “C”	Consultant’s Basic Services, Labor Hours, Categories, and Billing Rates
Attachment “D”	Consultant’s Labor Fees and ODCs by Task and by Firm

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform construction management services for the Project as professional consultant for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Appendix "A" Climate Pollution Reduction Grant Work Plan**.

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performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Chief Sustainability Officer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Chief Sustainability Officer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Chief Sustainability Officer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **ONE MILLION TWO HUNDRED AND THIRTY-NINE THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$1,239,235.00)** for all basic services and reimbursables performed pursuant to this Agreement.

The City Chief Sustainability Officer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Chief Sustainability Officer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "B"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "C"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Chief Sustainability Officer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Appendix "A" and "B"**.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless CPRG Work has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
 - \$1,000,000.00 Per Occurrence
 - \$1,000,000.00 Products/Completed Operations
 - \$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Chief Sustainability Officer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify hold harmless, and defend Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to any negligent act or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant's officers, directors, partners, agents, consultants or employees. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to

submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent consultant or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Appendix "B"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Chief Sustainability Officer of any delay beyond its control and the City Chief Sustainability Officer shall extend the time schedule in the event of delays which the City Chief Sustainability Officer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinion for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Appendix "B"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and

design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **four (4) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
Attn: City Chief Sustainability Officer
P. O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: AECOM Technical Services, Inc
Attn: Victor De La Garza, P.E.
Vice President
El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(Signatures begin on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:

Abraham Gutierrez 
for Nicole Ferrini

Nicole M. Ferrini
Community Development Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 20__,
by **Cary**, as **Interim City Manager** of the **City of El Paso, Texas**.

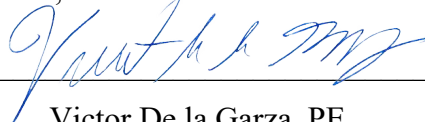
Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:

AECOM, INC.

By: 

Name: Victor De la Garza, PE

Title: Vice President

ACKNOWLEDGEMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____,
by _____ as _____ of AECOM, INC..

Notary Public, State of _____

My commission expires:

ATTACHMENT "A"
SCOPE OF SERVICES

TASK 0. PROJECT MANAGEMENT

AECOM will organize a kick-off call with the City to introduce core team members, confirm project goals, review the project scope and proposed schedule, and discuss communication protocols. Following the kick-off, we propose holding monthly project management calls with the City team. These meetings will be an opportunity to debrief on stakeholder and public engagement and intergovernmental coordination, review and coordinate progress on deliverables, and discuss upcoming steps. Additional project team meetings to collaborate on individual tasks will be schedule on an as-needed basis.

Task 0 Deliverables

- Organize and facilitate one one-hour virtual project team kick-off meeting, including meeting agenda, presentation, and minutes (i.e., bulleted email summary of decisions and next step items).
- Host virtual 30-minute bi-weekly project check-in meetings during PCAP and CCAP development, including meeting agendas and minutes.
- Host virtual 30-minute monthly project check-in meetings during Status Report development, including meeting agendas and minutes.
- Monthly invoices and progress reports.

Task 0 Assumptions

- Project planning, kickoff, and check-in meetings will be virtual; AECOM can provide Microsoft Teams invitations or can use an alternative virtual meeting platform provided by the City team.
- Virtual project check-in meetings will be up to 30 minutes long and will include AECOM Project Manager, Deputy Project Manager, with Project Director and/or technical staff participating on an as-needed basis.

TASK 1. EQUITY STRATEGIES

While climate change affects everyone, we understand that not everyone is affected equally. Disadvantaged communities including low-income families,

undocumented individuals, communities living in colonias, tribal nations, Latino, Black, and people of color, children and elderly populations are most impacted. Yet they have the least means to adapt and are often underrepresented in planning processes. A ‘just transition’ to climate change is one where no person, neighborhood, sector, or community is left behind in the shift away from fossil fuels. Climate adaptation and mitigation solutions have the potential to address economic, health, and social inequities and this task will leverage these investments to maximize benefits and prioritize community members with the greatest needs.

This task will be integrated throughout other tasks to center community perspectives in a transparent decision-making process and elevate actions that can result in equitable outcomes. Working alongside the independent DEI consultant hired by the City, we will develop equity strategies to embed into the engagement and outreach process and plan recommendations. While the specifics of this approach will be defined in partnership with this consultant, we will utilize the following considerations to guide the development of the framework and plan, based on our experience supporting similar efforts.

Equitable engagement and outreach:

- Being transparent and building trust between the community and government.
- Identifying key communities to prioritize outreach and engagement.
- Offering Spanish translation as described throughout the tasks below.

Evaluating equity implications of PCAP, CCAP, and adaptation strategies:

This includes answering the following questions

- Do the benefits of this action prioritize those with the greatest need/address existing disparities?
- Does this action improve health and quality of life?
- Could this action increase access to jobs, housing, healthy food, transit?

Monitoring progress in meeting equity goals over time:

- Identifying performance metrics to understand benefits to specific populations over time.

Task 1 Deliverables

- Bulleted lists of equity strategies that will be embedded in the technical work at the start of each technical task (Task 4 – PCAP, Task 5 – CCAP, Task 6 – Status Report, Task 7 – Risk and Vulnerability Assessment, Task 8 – Adaptation Strategies, Task 9 – Outputs, Outcomes, and Performance Metrics, and Task 10 Final Climate Action Plan).

- One two-hour coordination/brainstorming call with the City and the DEI consultant to integrate equity strategies into the Public and Stakeholder Engagement Plan.
- Seven two-hour coordination/brainstorming calls with the City and the DEI consultant to embed equity in each technical task.

Task 1 Assumption

- AECOM team will coordinate in this task with the independent DEI consultant hired by the City.

TASK 2. PUBLIC AND STAKEHOLDER ENGAGEMENT

Barracuda will lead public and stakeholder engagement, working closely with AECOM and the City, and incorporating input from governmental/agency stakeholders and the DEI advisor.

TASK 2.1. PUBLIC AND STAKEHOLDER ENGAGEMENT PLAN

Working closely with the City and the rest of the AECOM team, Barracuda will create a Public and Stakeholder Engagement Plan that enables strong representation from low-income and disadvantaged communities and individuals with lived experience of injustice. Barracuda has built trusted partnerships throughout the El Paso MSA, and we have up-to-date contact information for the stakeholder groups outlined in the City’s CPRG workplan. We will provide a Public and Stakeholder Engagement Plan that meet the City’s goals of producing the required CPRG deliverables, as well as delivering a Climate Action Plan for the region that addresses both GHG mitigation and climate adaptation strategies.

The Public and Stakeholder Engagement Plan will outline a framework for engagement, outreach, and a timeline to engage with:

- **Leadership Steering Committee:** A senior-level advisory group comprising multiple public entities.
- **Paso Del Norte Community Climate Collaborative:** Stakeholders, partners, and agencies embedded across the MSA.
- **Level 1 Stakeholders:** Community members, community-based organizations (CBOs), and neighborhood associations.
- **Level 2 Stakeholders:** Regional organization (e.g., electric utility, water utility, Texas Commission on Environmental Quality (TCEQ), regional community foundations, conservation groups, health agencies).
- **Paso Del Norte Climate Fellows:** Twenty-seven student volunteers from across the region, to be organized, recruited, and deployed by the El Paso Office of Climate and Sustainability.

We propose to prioritize our public outreach efforts on the Level I Community Stakeholder groups, with the goal of actively bringing community members, CBOs, and neighborhood associations into the process, helping them build a sense of ownership of the project, and establishing/restoring community trust.

Barracuda Public Relations' institutional knowledge will assist in developing a Public and Stakeholder Engagement Plan that will leverage tools such as Climate and Economic Justice Screening Tool (CJEST), the United States Census and the CDC Social Vulnerability Index to identify underserved or overburdened communities to prioritize. We will work with the Leadership Steering Committee, Paso Del Norte Community Climate Collaborative, and Level 2 stakeholders to identify CBOs and other key community members to engage in the process.

Task 2.1 Deliverable

- Draft and final Public and Stakeholder Engagement Plan.

Task 2.1 Assumption

- City will share the draft plan with the DEI consultant, Leadership Steering Committee, Paso Del Norte Community Climate Collaborative, and other key stakeholders for their review and provide one round of consolidated feedback.

TASK 2.2. ENGAGEMENT EFFORTS

We are prepared to help the City gather stakeholder information, facilitate meetings, and document meeting minutes and action items. Our public engagement strategy is multifaceted and involves data collection, community engagement, benchmarking, and reporting outcomes.

- **Public engagement events:** After developing the Public and Stakeholder Engagement Plan, we will facilitate six in-person public engagement events and three virtual events. Barracuda will provide a Spanish translator for all nine events.
- **Climate empowerment meetings with *promotoras*:** Engaging with El Paso's *promotoras* is necessary to connect with vulnerable families who have traditionally been more disconnected and have less access to basic needs, including households that lack internet access and for whom Spanish is the main language. We will facilitate 14 smaller, bilingual meetings in these areas. We assume one member of our team will facilitate these meetings, supported by Climate Fellows. Barracuda have extensive experience in working with our local *promotora* networks through our outreach work during the COVID-19 pandemic, where our focus was to

vaccinate people in El Paso County's most vulnerable areas.

- **Bilingual interactive online surveys:** We will host two surveys in English and Spanish on an online interactive public outreach tool, such as Social Pinpoint. This tool allows users to provide feedback on their own time.

Barracuda will organize and summarize data collected from the engagement and provide to the project team to help inform PCAP, CCAP, and adaptation plan development. Additionally, we will encourage stakeholders and fellowship members to conduct meetings-in-a-box (described below in Task 2.3) in communities or neighborhoods that show interest in learning more.



To communicate topics related to climate change, mitigation, and adaptation, we will include interactive culturally relevant meeting activities, such as:

- **Beginning meetings with a “Rompe Hielo,”** where we establish awareness of our individual contributions to climate change by beginning with an interactive personal carbon footprint activity.
- **Gamifying the conversation with “Climate Loteria,”** where familiar icons/practices (e.g., La Original: a grandmother with a mercado bag waiting for public transportation, or Los Leftovers: a plastic butter container full of beans) are used to gather information on community priority areas while engaging in an activity that is fun and familiar.

Task 2.2 Deliverables

- Facilitate in-person, prepare materials and meeting summaries for six in-person public engagement meetings.
- Facilitate, prepare materials and meeting summaries for three virtual public engagement meetings.

- Train and prepare materials for climate fellows and city staff to attend 14 Climate Empowerment meetings in hard-to-reach areas (one representative from Barracuda attends and prepares meeting summaries/notes).
- Create, distribute, and analyze two bilingual surveys.

Task 2.2 Assumptions

- City will support with meeting logistics such as securing venues for the in-person meetings and outreach to promote the events.
- Four people from the AECOM team will attend each of the six in-person public meetings.
- Four people from the AECOM team will attend each of the three virtual public meetings.
- One bilingual consultant team member will be present at all nine public meetings.
- The consultant team will print poster boards for the in-person meetings and provide supplies and snacks/refreshments.

Figure 1. Upper Rio Grande Regional Flood Plan Open House



TASK 2.3. OUTREACH STRATEGIES

The success of Task 2.2 engagement initiatives depends on attracting diverse representation from community members, CBOs, and neighborhood association representatives to attend events and respond to surveys. Barracuda will use the following strategies to raise awareness of the Task 2.2 initiatives:

- **Outreach through local *promotora* networks:** We know that communicating with vulnerable communities often requires us going door-to-door and by intercepting them in community hub areas, such as supermarkets and public transportation. We will leverage our connections with the *promotoras* to spread the word about the plan and encourage participation in public events and surveys.
- **Create a ‘meeting-in-a-box’ kit:** We will create an interactive meeting-in-a-box kit for the Paso del Norte Community Climate Collaborative, the Paso del Norte Climate fellows, neighborhood associations and other community leaders, to amplify the message and collect valuable information from constituents throughout the MSA.
- **Empower Paso Del Norte Climate Fellows:** We will conduct two in-person training sessions with the Climate Fellows on how they can use the meeting-in-a-box kit to run smaller Climate Empowerment meetings in their neighborhoods. We will also conduct two trainings with the Climate Fellows to deploy them to administer intercept surveys in areas with low response rates.
- **Social Media Strategy:** Barracuda is the first agency in Texas to be certified by the National Institute of Social Media. We plan to create a social media strategy that takes into consideration our bilingual audience and is supported by goals to measure the strategy’s effectiveness. If permitted, we propose using this opportunity to create and build the social media presence and e-newsletter subscription list of the Office of Climate and Sustainability, as well as to build a community that supports and promotes these goals. The social media strategy will be developed with a holistic mindset aimed at creating a community excited for sustainability, where they can see how to make a difference through our weekly Climate Tips and Reduce Your Carbon Footprint campaign and overall educational awareness. We believe our strategy will set us apart by moving away from being a transactional account used solely to promote meetings and information on the PCAP and CCAP process and will instead create an authentic identity that encourages public participation, communicates progress, is transparent, inclusive, and committed to creating an actionable CAP for the El Paso MSA.

Task 2.3 Deliverables

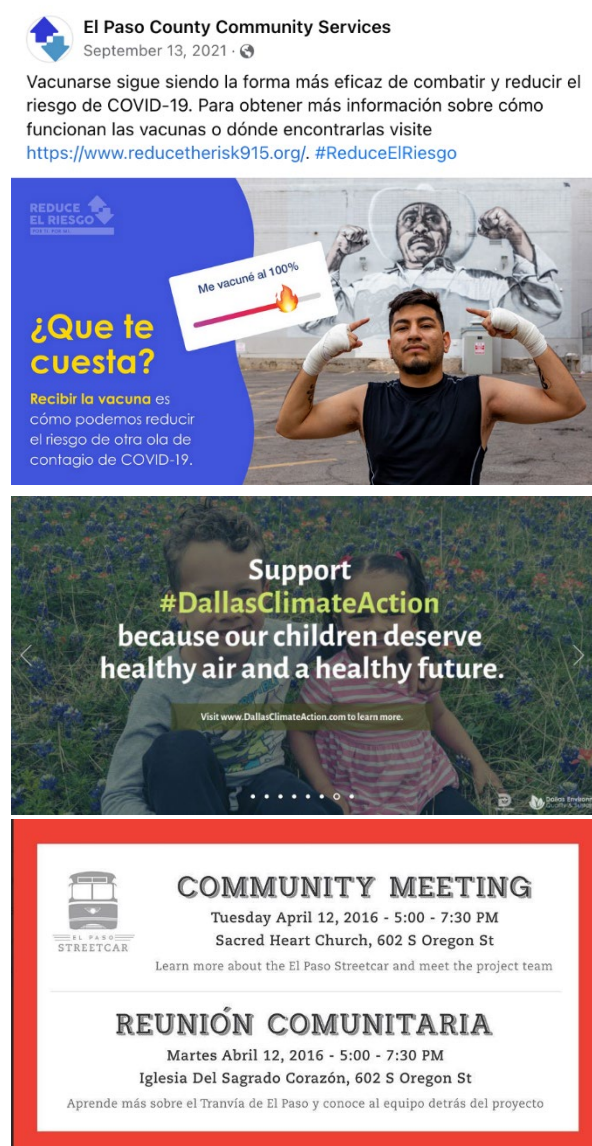
- Draft and final material for ‘meeting-in-a-box’ kit.
- Eighteen bilingual social media posts, plus additional (approximately 8) paid social media ads to promote surveys and public meetings.

- Two two-hour in-person training sessions with Climate Fellows on engaging community members through the surveys in areas with low response rates.
- Two two-hour in-person training sessions with Climate Fellows on using the ‘meeting-in-a-box’ kit to host small meetings in their neighborhoods.

Task 2.3 Assumptions

- City will coordinate logistics for scheduling and securing venues for the training session.
- City will support with printing outreach material (fliers, meeting-in-a-box kits, etc.) for distribution.
- While Barracuda will not create outreach material other than social media posts, we will share graphic files so they can be repurposed as fliers.

Figure 2. Example Social Media Posts



TASK 3. INTERAGENCY AND INTERGOVERNMENTAL COORDINATION

The Climate Action Plan will require significant coordination and input from all regional stakeholders to integrate with ongoing planning efforts happening in the MSA, and to build an effective coalition for implementation. Over the course of the planning process, the City’s CPRG workplan anticipates convening 10 meetings with the Leadership Steering Committee and 13 meetings with the Paso Del Norte Community Climate Collaborative.

The AECOM team will support up to 12 of these meetings: six virtual meetings and six in-person. For these 12 meetings, we will prepare meeting materials, facilitate discussions, and following up with meeting notes/debriefs.

During the kick-off meeting (Task 0), the AECOM team will work with the City to identify the critical milestones in the planning process that require feedback from stakeholders, so that we can target our meeting support accordingly.

As part of this task, we will also develop brief quarterly reports for the City to submit to the EPA program manager. These reports will summarize work status and progress, difficulties encountered, financial expenditures, preliminary data results if applicable, anticipated future activities, and any changes of key personnel. We expect City staff will provide input regarding project financial expenditures and any key personnel changes within the City team.

Task 3 Deliverables

- Facilitate in-person, prepare materials and meeting summaries for six in-person Interagency and Intergovernmental Coordination meetings.
- Facilitate, prepare materials, and meeting summaries for six virtual Interagency and Intergovernmental Coordination meetings.
- Up to 16 quarterly reports for the City to submit to the EPA.

Task 3 Assumptions

- City will support with meeting logistics including scheduling the meeting, sending out the invite, and securing the venue.
- Up to two members from the consultant team will attend each meeting.

TASK 4. PRIORITY CLIMATE ACTION PLAN

The AECOM team will work closely with the City and its partners to develop a PCAP that sets the region up to be competitive for upcoming CPRG implementation grant funding and establishes the baseline for the CCAP. ICLEI will lead the technical analysis for this task, with AECOM focusing on technical review, strategic guidance, and deliverable production.

TASK 4.1. PRIORITY GHG INVENTORY, EMISSIONS PROJECTIONS, AND REDUCTION MEASURES

This initial PCAP task consists of a regional GHG inventory and emissions forecasts that will be developed using ICLEI's ClearPath software:

- **MSA-wide GHG Inventory:** ICLEI will conduct a regional, high-level U.S. Community Protocol-compliant GHG Inventory for 2021 or 2022 for the El Paso MSA region. The regional inventory scope will account for emissions by sector, including stationary energy, transportation, waste, industrial processes and product use, and energy generation. The inventory will address the six primary GHGs: carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF₆).

ICLEI and AECOM will work with the City, surrounding municipalities, utilities, and other community partner agencies to provide a thorough data gathering effort to inform the inventory. Decisions about tools and datasets to consider and use will be made jointly with MSA partners. The GHG inventory will be aligned with EPA CPRG Guidance and, to the extent possible, the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC); ICLEI's ClearPath inventory tool can report results according to the US Community Protocol and the GPC.

- **MSA-wide GHG emissions projections:** We will also use the ClearPath software to calculate regional, "business-as-usual" GHG emissions projections for the near-term (2030) and long-term (2050) timeframes. Projections will be made by sector, such as transportation and buildings, and will also quantify GHG emission reduction scenarios based on the reduction measures analyzed in Task 4.2. We will provide a request for information (RFI) to the City that lists the emissions growth indicators needed to complete the forecasts, such as demographic and economic projections.
- **Planning and Policy Inventory:** We will expand upon the in-progress planning and policy inventory

that will identify ongoing and future climate pollution reduction activities. We will review the in-progress draft inventory, and compare activities identified with the regional GHG inventory to produce a high-level policy gap analysis that identifies where further action is needed relative to the region's emissions sources. The results of this policy inventory will directly inform PCAP and CCAP reduction measure development, as well as the adaptation strategy identification phase. We will also solicit input from the Leadership Steering Committee to complete this task.

Task 4.1 Deliverables

- Comprehensive GHG Inventory for the El Paso MSA.
- GHG emissions projections for 2030 and 2050 for El Paso MSA.
- Planning and policy inventory matrix (Word or Excel).

Task 4.1 Assumptions

- AECOM team will provide the data request list to the client for distribution; client will be responsible for follow up on data collection with entities and agencies and the AECOM team will provide technical assistance to answer data collection questions.
- Requested data will be available and provided to AECOM in the format requested to perform the GHG calculations; If any data requested is not provided or unavailable, we can assist the City in identifying proxy data or alternative emissions accounting methods to estimate the data gaps.
- City will assist in collecting assigned GHG emissions growth indicators (e.g., demographic and economic forecasts).

TASK 4.2. QUANTIFIED GHG REDUCTION MEASURES

Building on the Task 4.1 analysis, we will identify a focused list of GHG reduction measures for the PCAP. Potential measures may include municipal planning policies that incentivize high-density development, investments in renewable energy and community solar, transitioning fleets to electric vehicles, and laying the groundwork for mass-transit development. The GHG reduction measures included in the PCAP will be near-term, implementation-ready actions that can reduce emissions reported in the PCAP GHG inventory.

We will develop a set of criteria and a process for prioritizing quantified measures with input from the Leadership Steering Committee. Reduction measures that have the greatest quantified impact and those that reduce emissions and co-pollutants in low-income and

disadvantaged communities will be highlighted for priority consideration. Using the ClearPath software, we will analyze, quantify, and report the emissions reductions that can be achieved through each of the prioritized reduction measures when implemented at the county and regional levels.

Task 4.2 Deliverables

- Technical memo (draft and final) describing proposed methodology for technical analyses to identify and select PCAP measures and quantify GHG reductions.
- GHG reduction measures list (draft and final), including emissions benefits quantification and prioritization analysis results.

Task 4.2 Assumption

- We will develop a list of inputs needed to support quantification and coordinate with the various stakeholders to confirm assumptions, identify data sources, and review draft GHG reduction results.

TASK 4.3. LOW-INCOME AND DISADVANTAGED COMMUNITIES (LIDAC) BENEFITS ANALYSIS

As a region that is home to many underserved and disadvantaged communities, understanding the impacts of different emissions reduction strategies on these communities is especially important in the El Paso MSA. The AECOM team will assess how GHG reduction measures benefit LIDAC across the full geographic scope of the PCAP. Sources such as the CDC's Social Vulnerability Index (SVI), American Community Survey (ACS) data on poverty and other demographic variables, and the CJEST will be used to identify LIDACs. AECOM is conscious that these data sources do not provide a complete picture of community needs and may not accurately reflect specific populations such as undocumented immigrants and communities living in Colonias. To make the analysis as comprehensive and relevant as possible for disadvantaged communities, the AECOM team will supplement the quantitative analysis with input from El Paso MSA stakeholders and ongoing feedback from the public and stakeholder engagement strategies in Task 2.

After identifying the communities of interest, the AECOM team will work with the City and the steering committee to develop a qualitative evaluation matrix that will allow us to assess the expected direct and indirect benefits of the GHG reduction measures for LIDACs. In addition to GHG reduction, benefits can include improvement in air quality, household cost reduction, job creation, increased opportunities for active transportation, and so on. Our team has developed several multi-criteria evaluation frameworks to support climate action prioritization discussions, including the ASAP tool developed for C40 Cities. Leveraging these examples, we

will develop an action evaluation matrix to support rapid evaluation and decision-making from long lists of potential measures. The matrix would list potential climate measures in rows with the community benefits in columns and include a qualitative rating for each benefit included.

The AECOM team will develop the evaluation rating scales with input from the City and Leadership Steering Committee members, and then perform initial LIDAC benefit impact evaluations to be reviewed and confirmed by the Leadership Steering Committee.

To the extent that specific location data are available, we will map measures included in the PCAP to determine which fall within identified LIDACs. The analysis will also provide an overview of planned and/or ongoing engagement with LIDACs and CBOs to inform plan development and implementation.

Task 4.3 Deliverable

- Technical memo (draft and final) summarizing the analyses, including identification of LIDACs in the MSA, qualitative matrix evaluating benefits to LIDACs, summary of outreach in LIDACs and engagement participation from LIDACs.

Task 4.3 Assumption

- Up to 10 benefit criteria will be selected and evaluated qualitatively.

TASK 4.4. REVIEW OF AUTHORITY TO IMPLEMENT

Successful implementation of the GHG reduction measures identified in the PCAP and CCAP will require coordination across regional, sub-regional, and local levels of government and identification of statutory and regulatory barriers across the region. To efficiently analyze authority to implement across jurisdictions, the AECOM team will first classify climate action measures by type (e.g., building code updates, education and outreach initiatives, planning/zoning requirements, renewable energy investments, etc.). We will develop a matrix of these categories of interventions and any statutory or regulatory gaps at the state and local government level.

For each of the proposed GHG reduction measures, we will identify whether relevant local agencies already have existing statutory or regulatory authority to implement the measure or whether such authority needs to be obtained. We will also work with different jurisdictions to research innovative ways to use existing authority to achieve climate goals. For example, county land use powers in Texas are limited under state law. Despite this, some counties have taken advantage of their subdivision

authority to ensure that developers comply with new requirements, including environmental controls.

Task 4.4 Deliverable

- Draft and final matrix of the recommended GHG reduction measures by type, relevant agencies, and whether these agencies have authority to implement the measure or need to obtain authority.

Task 4.4 Assumption

- Implementation authority will be evaluated for up to 11 entities in the MSA.

TASK 4.5. DRAFT AND FINAL PCAP

The AECOM team will synthesize the deliverables from Tasks 4.1 through 4.4 into an initial draft of the PCAP that contains all EPA-required elements. This initial draft will be provided to the City, Leadership Steering Committee, and other relevant stakeholders for feedback and comments. Subsequently, AECOM will address comments and provide a final version of the PCAP that is appropriate for submission to the CPRG application by the end of February 2024 with ample time for El Paso to meet the CPRG deadlines.

Task 4.5 Deliverable

- A draft and final PCAP in accordance with EPA guidelines, including list of potential measures for inclusion in the PCAP; GHG reduction evaluation; LIDAC analysis and engagement plan; authority to implement; and summary of stakeholder engagement activities.

Task 4.5 Assumption

- The final PCAP deliverable will be developed as a Word document in English and provided to the City in Word and PDF format. As described in Task 10, the final CAP will be graphically laid out and translated into Spanish.

TASK 5. COMPREHENSIVE CLIMATE ACTION PLAN

The CCAP will build on the preliminary planning conducted in the PCAP to develop a more comprehensive CAP. Like the PCAP, our partners ICLEI will lead the technical analysis for the CCAP with AECOM focusing on technical review, strategic guidance, and deliverable production.

TASK 5.1. CCAP GHG INVENTORY

ICLEI will expand the GHG inventory compiled during the PCAP to include additional sectors. The final GHG inventory will include a breakdown of emissions and sinks by the following sectors:

- Stationary energy
- Buildings
- Transportation
- Waste and materials management
- Industrial processes and product use
- Energy generation
- Livestock
- Land use
- Agriculture, forestry, and other land use

The inventory will meet the EPA guidelines for a CPRG CCAP GHG inventory, and will include carbon removals (i.e., carbon sinks) to the extent possible based on data availability.

In addition, ICLEI will develop a local government operations GHG inventory in the ClearPath software for the City municipal operations. The inventory will include electricity and heating fuels for all buildings and facilities owned and or operated; electricity used in streetlight and traffic signals; fleet fuels used in on-road and off-road equipment and related to employee commutes; emissions from landfills, water and wastewater treatment facilities; and process and fugitive emissions and emissions from industrial processes and refrigeration, as data allows.

Task 5.1 Deliverables

- Expanded MSA-regional GHG inventory (draft and final) with additional emissions sectors included.
- City municipal operations GHG inventory.

Task 5.1 Assumptions

- Data for municipal operations inventories will be collected during the regional GHG inventory data collection process.
- AECOM team will provide data request list to the client for distribution; client will be responsible for follow up on data collection with entities and agencies and the AECOM team will provide technical assistance to answer data collection questions.
- Requested data will be available and provided to AECOM in the format requested to perform the GHG calculations; if any data requested is not provided or unavailable, we can assist the City in identifying proxy data or alternative emissions accounting methods to estimate the data gaps.
- City will assist in collecting additional GHG emissions growth indicators, as needed, to supplement information collected during the PCAP process.

TASK 5.2. CCAP EMISSIONS PROJECTIONS, TARGETS, AND REDUCTION MEASURES

AECOM and ICLEI will update the PCAP analysis to provide the following CCAP components:

- **GHG emissions projections:** ICLEI will expand the GHG emissions projections developed in the PCAP to include each emissions source in the CCAP GHG inventory. Emissions will be projected under two scenarios—a “business-as-usual” scenario where no additional GHG emissions measures are implemented, and a “sustainable” scenario where the identified PCAP and CCAP measures are implemented to demonstrate progress toward target achievement. ICLEI will also develop a “business-as-usual” emissions forecast for the municipal operations inventory based on the expected growth rate of city operations.
- **GHG reduction targets:** In coordination with project stakeholders, we will assist El Paso with developing a set of GHG reduction targets for 2030 and 2050. The targets will be defined with consideration for the potential GHG reduction measures, economic conditions, and other conditions impacting the region and its communities. Target setting will also consider national and/or state targets, as applicable.
- **GHG reduction measures:** Following PCAP submission, we will begin developing an expanded list of GHG reduction measures. The list will be informed by the CCAP GHG inventory and projections, the draft reduction targets, and other considerations like federal funding availability for measure implementation. Measures identified during PCAP development that were infeasible in the short term, for example due to lack of authority or funding, could be reconsidered and included in the CCAP reduction measures list.

Through an iterative process between AECOM, ICLEI, the Leadership Steering Committee, and stakeholders, we will model mitigation measures in the ClearPath software. We will develop a set of metrics to help track the impact of each reduction measure. Based on these and other variables developed in subsequent tasks, we will offer updated prioritization criteria for the measures. The Leadership Steering Committee will have full access to ClearPath and other supporting materials.

As part of Task 9, AECOM will identify key performance metrics that can be monitored by lead entities for each reduction measure.

Task 5.2 Deliverables

- Updated GHG emissions projections (draft and final), broken down by sector and scenario (“business-as-usual” and “sustainable” scenario where measures are implemented); municipal operations “business-as-usual” emissions forecasts.
- Updated GHG reduction targets (draft and final) for 2030 and 2050 accompanied by a written explanation of the rationale for these targets.

- Complete and final list of GHG reduction measures (draft and final), estimated potential benefits of such measures, and the justification for each measure.

Task 5.2 Assumption

- Up to 48 reduction strategies will be identified.

TASK 5.3. BENEFITS ANALYSIS FOR FULL GEOGRAPHIC SCOPE AND POPULATION OF THE PLAN

We will work with El Paso and the Leadership Steering Committee to review and update the action evaluation matrix developed during the PCAP in Task 4.3, including confirming a consistent set of community benefits to be evaluated as part of the benefits analysis. Here again, we will leverage existing tools to efficiently quantify co-pollutant reductions and confirm a framework for qualitatively evaluating the other climate action benefits.

ICLEI will develop the co-pollutant baseline and 2050 projections using a companion estimation tool to the ClearPath software that generates the GHG inventories and GHG reduction estimates. This work will be informed by data from a variety of sources, including the EPA’s National Emissions Inventory (NEI), RGCOG’s travel demand model, data from municipal and counties’ environmental services departments, TCEQ, and other relevant agencies. Benefits of climate actions can then be compared against the co-pollutant baseline and projections to demonstrate co-pollutant reduction impact. We will then use a combination of action impact analysis tools to quantify co-pollutant reductions from the planned actions.

We will supplement the co-pollutant reduction analysis with a qualitative evaluation of other climate action benefits. Potential benefits to be analyzed include improvements in public health, environmental and economic outcomes, increased resilience, or other benefits. If there are significant benefits or disbenefits that may stretch beyond the El Paso MSA, for example to neighboring areas in New Mexico or across the U.S.-Mexico border, these will also be documented qualitatively. We will develop a benefits analysis matrix that lists potential climate measures in rows with the community benefits in columns and includes a qualitative rating for each benefit included. The AECOM team will develop the evaluation rating scales with input from the City and steering committee members, and then perform initial community benefit impact evaluations to be reviewed and confirmed by the steering committee.

Task 5.3 Deliverables

- Technical memo (draft and final) describing proposed methodology for benefit analysis, including a proposed list of benefits criteria and how they will be applied.

- Qualitative matrix evaluating benefits of proposed GHG reduction measures with accompanying text summarizing methodology and results.

Task 5.3 Assumption

- Up to 10 benefit criteria will be selected.

TASK 5.4. UPDATED LOW-INCOME AND DISADVANTAGED COMMUNITIES BENEFITS ANALYSIS

The AECOM team will update the benefits analysis for disadvantaged communities submitted in the PCAP with the potential benefits and disbenefits of the comprehensive list of GHG reduction measures. Any new data or considerations particular to low-income and disadvantaged communities will be included. Examples of impacts that may be covered include locally specific co-pollutant emissions reductions, increased climate resilience, green job creation, or decreased energy costs from implementing energy efficiency upgrades. The team will develop the evaluation rating scales with input from the City and steering committee members, and then perform initial community benefit impact evaluations to be reviewed and confirmed by the steering committee.

Task 5.4 Deliverable

- Technical memo (draft and final) summarizing the technical analyses, including identification of LIDACs in the MSA, a qualitative matrix evaluating benefits to LIDACs, summary of outreach in LIDACs and engagement participation from LIDACs.

TASK 5.5. UPDATED REVIEW OF AUTHORITY TO IMPLEMENT

The AECOM team will update the previously conducted review of authority to implement by considering the statutory and regulatory requirements of each GHG reduction measure identified for CCAP. Given current developments in the state legislature that may limit local governments' regulatory authorities related to climate, this update will also note whether any already identified authorities have changed since the PCAP was submitted.

Task 5.5 Deliverable

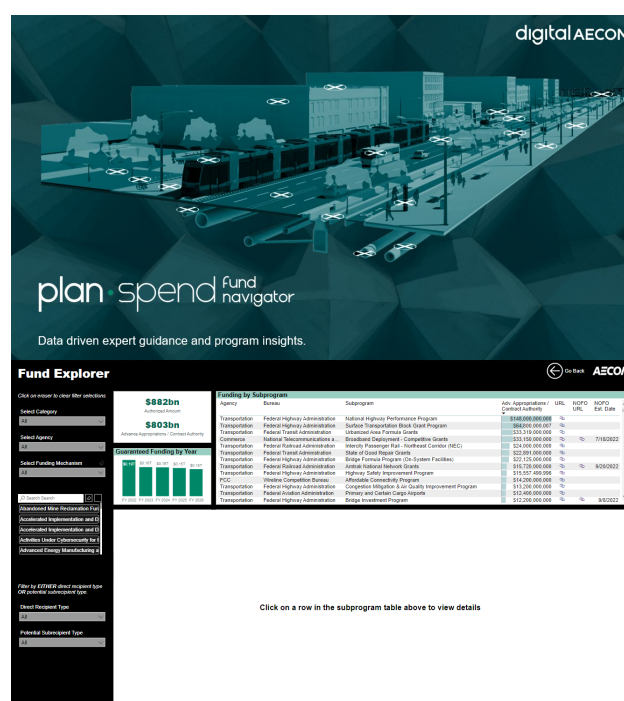
- Matrix of the recommended GHG reduction measures, relevant agencies, and whether these agencies have authority to implement the measure or need to obtain authority.

Task 5.5 Assumptions

- Implementation authority will be evaluated for up to 11 entities in the MSA.

TASK 5.6. ANALYSIS OF INTERSECTION WITH OTHER FUNDING AVAILABILITY

The AECOM team will investigate sources of funding from federal and state agencies which can potentially support GHG reduction measures, especially grants and loans made available through the Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA). The DOE, DOT, and EPA offer many promising grant programs aligned with sustainable transit-oriented development, decarbonization of buildings and the grid, electric vehicle adoption, and renewable energy. The team will also examine how recurring sources of federal funding available to the City and partner jurisdictions, such as the Community Development Block Grant (CDBG), the Community Services Block Grant (CSBG), and multiple transportation formula funds, may be able to support GHG reduction measures. Emissions reductions measures with multiple potential funding sources will be noted.



This task will leverage AECOM's Fund Navigator, an interactive digital tool developed by AECOM that provides continually updated information and guidance on more than 500 BIL and IRA funding programs. The tool provides a calendar of discretionary grant application timelines, a breakdown of funding appropriated for each program in the current and upcoming fiscal years, as well as preliminary Justice 40 screening for insights into the competitiveness of a project's impact area. We will use this tool to identify upcoming federal funding opportunities aligned with CCAP measures and advise the City on the alignment of CPRG implementation funds with other federal grant programs.

Task 5.6 Deliverable

- Technical memo (draft and final) describing applicable funding sources for proposed GHG reduction measures.

TASK 5.7. WORKFORCE PLANNING ANALYSIS

AECOM will work with the regional workforce agency, Workforce Solutions Borderplex, to understand the workforce necessary to implement the GHG reduction measures, identify gaps in the projected workforce and existing workforce development system, and propose potential strategies for closing those gaps. The public and stakeholder engagement process will inform policy recommendation prioritization related to workforce analysis and will be structured to engage key stakeholders involved in green jobs workforce training. The process will consider topics such as equitable access to climate jobs and a just transition for fossil fuel workers.

Based on the measures identified in the CCAP and in partnership with Workforce Solutions Borderplex, AECOM will use data from sources such as the Quarterly Census of Employment and Wages, the Occupational Employment and Wage Statistics program, and Longitudinal Employer-Household Dynamics program to identify industries and occupations that will be in high demand to implement climate actions. We will evaluate current and projected occupational growth to identify where there may be gaps in labor supply.

Task 5.7 Deliverable

- Memo summarizing workforce planning analysis.
- Attend up to five coordination/brainstorming calls with Workforce Solution Borderplex.

Task 5.7 Assumption

- City will engage with Workforce Solution Borderplex to act as sub-awardee and manage workforce analysis in the region. The City will schedule calls with Workforce Solution Borderplex.

TASK 5.8. TRAINING FOR STAFF AS DEFINED IN THE CPRG WORKPLAN

ICLEI will lead one training session to train staff and members of the Leadership Steering Committee on how to perform GHG calculation work independently in the future using the ClearPath software. The training session will cover topics such as:

- GHG inventory data collection.
- GHG inventory development in ClearPath.
- GHG projection estimates in ClearPath.
- GHG reduction measure calculation and analysis in ClearPath.

ICLEI will conclude the session by sharing other resources available that staff can leverage to independently complete this work in the future.

Task 5.8 Deliverable

- One three-hour long virtual training session on use of GHG modeling software.

Task 5.8 Assumption

- City will schedule the virtual training session and circulate the invitation.

TASK 5.9. DRAFT AND FINAL CCAP

The AECOM team will synthesize the elements of Task 5 into a draft copy of the full CCAP, for review by the City, Leadership Steering Committee, and other relevant stakeholders. AECOM will implement any necessary corrections or additions and present a final copy of the CCAP to the City with time for review and submission to the CPRG application.

Task 5.9 Deliverables

- Draft and final CCAP in accordance with EPA guidelines, including:
 - o GHG inventory results
 - o GHG emissions projections
 - o GHG reduction targets
 - o Quantified GHG reduction measures
 - o Benefits analysis for the full geographic scope and population covered by the plan
 - o Low-income and disadvantaged communities' benefits analysis
 - o Review of authority to implement
 - o Intersection with other funding availability
 - o Workforce planning analysis
 - o Stakeholder engagement activities

Task 5.9 Assumption

- Final CCAP deliverable will be developed as a Word document in English and provided to the City in Word and PDF format. As described in Task 10, the final CAP will be graphically laid out and translated in Spanish.

TASK 6. STATUS REPORT

We will produce a draft Status Report in fall 2026 that includes updated analysis on the components summarized below. The AECOM team will collect information on the region's implementation progress through collaborative group discussions at Leadership Steering Committee meetings and through data requests for necessary information provided to committee members.

- **Quantified GHG reduction measures:** Using the list of variables developed in Task 5.3 for monitoring and evaluation of the GHG reduction measures, we

will work with the Leadership Steering Committee to track implementation progress across jurisdictions and agencies. The status of each reduction measure will be noted in fall 2026 for the internal report as finalized, in-progress, or rejected and not implemented. For each reduction measure, AECOM will work with the Leadership Steering Committee to note key successes and challenges during implementation, how the measure may have changed in response to these successes and challenges, and next steps to ensure advancement of the measures.

- **Updated LIDAC benefit analysis:** The AECOM team will work with the Leadership Steering Committee and implementing agencies and jurisdictions to update the original LIDAC benefits analysis included in the CCAP. In particular, the update will include any unexpected co-benefits or unintended consequences of implementing the reduction measures that impact disadvantaged communities.
- **Updated co-pollutant benefit analysis:** The report will include updated data on co-pollutants, including information about co-benefits or unintended consequences.
- **Updated review of authority to implement:** Any updates related to new state or federal legislation and regulations that affect local authorities will be documented. For example, legislation currently advancing in the Texas Legislature may introduce new limits on local powers to issue ordinances more stringent than state law on certain topics.
- **Updated analysis of intersection with funding availability:** The internal report will include updated information on any additional federal, state, or other funding and financing sources that can support the GHG reduction measures. The focus will be on any new sources of funding not previously identified in the CCAP.
- **Updated workforce planning analysis:** Through partnership with local stakeholders and Workforce Solutions Borderplex, the internal report will assess challenges and needs related to workforce development for implementing the GHG reduction measures. Any changes and updates in workforce needs since submission of the CCAP will be highlighted.
- **Next steps:** The internal report will conclude with a summary of the key next steps required for the El Paso region to continue making progress toward GHG targets and to facilitate successful implementation of the GHG reduction measures. Staffing and budget needs will be defined, as well as new funding sources that the region might pursue and regulations that require adjustments in existing activity. To the extent possible, any strategies to address unintended consequences, especially for

low-income communities, and challenges with funding, authorities, and workforce needs will be noted. Overall, this section will summarize developments in the El Paso region's climate planning, action, and context since submission of the CCAP. Examples of potential next steps could include identification of priority programs or measures from the CCAP for implementation in the near-term or long-term, additional planning that could be possible with additional resources, and actions to support implementation projects that have yet to start but are expected to begin soon.

Task 6 Deliverable

- Draft and final Status Report in accordance with EPA guidelines, including:
 - o Quantified GHG reduction measures
 - o Updated benefits analysis for the full geographic scope and population covered by the plan
 - o Updated low-income and disadvantaged communities' benefits analysis
 - o Updated review of authority to implement
 - o Updated intersection with other funding availability
 - o Updated workforce planning analysis
 - o Next steps, future budget, staffing needs
 - o Updated GHG inventory and projections
 - o Stakeholder engagement activities

Task 6 Assumption

- The Status Report will be developed as a Word document in English and provided to the City in Word and PDF format. As described in Task 10, the final CAP will be graphically laid out and translated in Spanish.

TASK 7. RISK AND VULNERABILITY ASSESSMENT

As the effects of climate change intensify, the El Paso region is likely to face more frequent and severe extreme heat days, longer heat waves, stronger precipitation events, and greater risk of flooding, drought, and wildfires. El Paso has already experienced a record-breaking 44 consecutive days over 100 degrees in the summer of 2023. The region also faces swings between extremes of wet and dry, with extended drought punctuated by intense storm events that can lead to flash flooding. All climate impacts will likely have a disproportionate impact on the region's vulnerable and low-income communities, making it critical that equity and economic resilience are considered as part of the climate risk and vulnerability assessment and adaptation strategies. As part of a binational, tri-state, and bilingual region, El Paso has a unique opportunity to address climate resilience in collaboration with its cross-border partners.

TASK 7.1. LITERATURE REVIEW

Through its partnership with 100 Resilient Cities, the City has already established a solid foundation for its climate adaptation work that this project will acknowledge and build upon. AECOM will also leverage our extensive familiarity with statewide resilience-related challenges from our work conducted for the Texas Statewide Resiliency Plan. Building upon this, AECOM will review up to 10 local and regional climate resilience studies and local hazard mitigation plans from the City of El Paso, El Paso County, Hudspeth County, and other stakeholders, including Fort Bliss, Las Cruces, and Ciudad Juárez, to understand the landscape of existing adaptation efforts. The goal of the literature review is to align with adopted or planned policies and goals and leverage past efforts, findings, and actions. Additionally, we will review past hazards that have occurred in the City, including flash flooding in 2006 and 2021 and recent heat waves, droughts, and their impacts. A list of documents and reports that could be included in the literature review is listed in the blue box to the right.

Task 7.1 Deliverable

- Literature review summary memo (draft and final).

Task 7.1 Assumption

- AECOM team will review up to 10 climate resilience and adaptation documents from the City of El Paso, El Paso County, Hudspeth County, and other stakeholders.

TASK 7.2. DATA COLLECTION

Climate Projection Data

The AECOM team will begin with a review of climate projections and available data for climate change impacts that may occur in the El Paso region. Through our work on the Texas Statewide Resiliency Plan, we are already highly familiar with climate hazard datasets that may impact the El Paso region. Climate projections will be selected from nationally recognized sources such as the CMRA tool and NOAA Climate Explorer. Climate projections generally represent the 30-year average of multiple global general circulation models, and for this assessment, we will focus on time horizons of 2030 and 2050 to inform immediate and longer-term actions. For consistency with federal planning and the Texas Statewide Resiliency Plan, we recommend using the high emissions scenario (representative concentration pathway 8.5), which reflects current the global trajectory in GHG emissions. This review will inform the identification of appropriate hazard datasets for discussion with the City.

For extreme heat, it is also critical to evaluate the results of the urban heat island mapping study conducted by the City in partnership with NOAA, the National Weather Service, and the University of Texas. Understanding urban heat islands can help identify areas with higher

exposure to extreme heat that should be prioritized for heat reduction strategies. To evaluate flood risk, the AECOM team will examine future increases in precipitation intensity and frequency, in combination with FEMA floodplain mapping. For wildfire risk, AECOM will examine wildfire danger days, which are approximated by humidity, vegetation fuel moisture, and other variables.

Federal reports:

- EPA Region 6 Climate Adaptation Plan
- Fourth and Fifth National Climate Assessments (Fifth NCA expected Fall 2023)

State and local reports:

- Resilient El Paso
- El Paso Urban Heat Mapping and Heat Perceptions Study
- Central Texas Extreme Weather and Climate Change Vulnerability Assessment of Regional Transportation Infrastructure
- Plan El Paso
- 2021 El Paso County Hazard Mitigation Action Plan

Table 1 summarizes potential hazards and their data sources that could be included in the climate vulnerability assessment for El Paso.

Table 1. Potential climate projection sources and indicators

Hazard	Climate Projection Source	Indicator/Variable
Extreme Heat	Climate Mapping for Resilience and Adaptation Tool* Urban Heat Mapping and Heat Perceptions Study	Annual days with maximum temperature > 100°F Urban heat islands
Flooding	Texas Water Development Board	Historic 100- and 500-year floodplains
Precipitation	Climate Mapping for Resilience and Adaptation Tool	Days each year with precipitation exceeding the 99 th percentile
Drought	Climate Mapping for Resilience and	Days each year with less than 0.01” precipitation

	Adaptation Tool	Maximum number of consecutive dry days Days per year with precipitation (wet days)
Wildfire	MACA (Multivariate Adaptive Constructed Analogs) data via Climate Mapper	Days per year with high wildfire danger (based on daily temperature, humidity, and precipitation)

**Note that CMRA provides climate hazard projections for early-century (2015-2044) and mid-century (2035-2064) time frames.*

Asset Data

The AECOM team will collect data on transportation assets (roads, bike and pedestrian lanes, bus stops, and bus routes), utilities and utility districts (electricity, natural gas, water, wastewater), building infrastructure (police and fire stations, schools, recreation facilities, libraries, and community centers). The team will coordinate with the City of El Paso, El Paso County, and Hudspeth County to acquire available geospatial data (e.g., from the City of El Paso's Open Data repository). The team will also coordinate with Fort Bliss to understand what assets and infrastructure within the city of El Paso and El Paso County are critical to their ongoing continuity of operations.

Additionally, the AECOM team will evaluate research and studies characterizing economic losses for businesses and the local economy due to climate change. For example, for AECOM's economic assessment of extreme heat in the Phoenix metropolitan region, we analyzed the impact of extreme heat on labor productivity and increased energy demand for air-conditioning and qualitatively assessed the effect of heat on retail and tourism. With low annual precipitation and limited water resources, the El Paso MSA region's large agricultural economy is likely to face increased impacts from extended drought. In addition, flooding and other hazards could disrupt transportation networks in the region, potentially affecting El Paso's advanced manufacturing sector. Cross-border trade also plays a critical role in the regional economy, and AECOM can build on our analysis of climate disruptors on international border crossings for the Statewide Resiliency Plan to identify potential disruptions for the regional economy. Based on our review of existing literature, we will qualitatively characterize potential impacts on the economy and businesses.

The vulnerability of natural resources to climate change will also be evaluated qualitatively. Natural resources

include water resources, habitats, tree canopy cover, parks, and energy resources. For example, drought could pose risks to the region's water resources while heat increases water demand for irrigation. AECOM is well versed in evaluating the effects of climate change on habitats, water, and vegetation and has worked on vulnerability assessments for the Texas coast, the Coastal Bend bays and estuaries (Corpus Christi), and the impacts or urban heat in Phoenix.

Social Vulnerability

El Paso is a binational border region with a large proportion of low-income, socially vulnerable, and non-English speaking residents. Vulnerable residents are not only more likely to face greater impacts from extreme heat and flooding, but also have fewer resources to help them respond and recover from these impacts. In addition, it will also be important to consider the impact of climate change on the Ysleta del Sur Pueblo Tribal Nation and their adaptation-related challenges and priorities. Thus, it is essential that El Paso's climate vulnerability assessment understand how vulnerable communities are likely to be affected by climate hazards. The AECOM team proposes to leverage data analyzed in the PCAP and CCAP LIDAC analyses, supplemented with the National Risk Index or the CDC Social Vulnerability Index, to identify populations with the highest risk to climate hazards. Overlaying areas with high social vulnerability with climate hazard exposure mapping can help identify communities that are likely to be more vulnerable to climate impacts and should be prioritized for adaptation strategy implementation.

Task 7.2 Deliverables

- Memo (draft and final) describing the data collection process, data sources, and rationale; summaries of climate change hazards and impacts, describing current conditions, and projected changes, including impacts to local communities.
- GIS datasets for climate hazards and social vulnerability.

Task 7.2 Assumption

- City of El Paso, El Paso County, Hudspeth County, and other stakeholders will provide all datasets for assets related to public infrastructure, businesses, and natural resources. The AECOM team will not perform quality assurance checks on datasets.

TASK 7.3. VULNERABILITY ASSESSMENT

Once data on climate hazards and assets have been gathered, the AECOM team will carry out a vulnerability assessment. For each climate hazard and asset type, vulnerability will be expressed in terms of exposure (whether or not an asset is within the area impacted) and sensitivity (to what degree will exposure damage an asset); adaptive capacity (the asset's ability to adjust or

respond to a hazard) will also be considered to adjust sensitivity ratings. The AECOM team will map the selected climate hazards from Task 7.2 for two-time horizons, and in collaboration with the City choose one scenario to carry forward to the vulnerability assessment.

Exposure. The AECOM team will spatially overlay assets and socially vulnerable populations with climate hazards to identify assets and areas with the highest exposure. Climate projections for temperature and precipitation are produced at an approximately 2.3 by 2.3-mile resolution. However, areas along the Rio Grande, in Socorro, Lakeside, Borderland, and Montoya are in the 100- or 500-year floodplain, which is based on historical data and is higher resolution than climate projections. Figure 3 and Figure 4 provide an example of the El Paso MSA region's future exposure to drought and wildfire, respectively, in the mid-century timeframe under a high-emissions scenario.

Sensitivity. Sensitivity is the degree to which an asset, community, or resource is impacted by climate stressors. Assets, communities, or resources with low sensitivity to an impact will experience only mild or moderate damage or operational disruption from exposure to that impact, while those with higher sensitivities may experience greater disruptions and damage, including potentially irreparable damage. Sensitivity ratings will be developed on a scale of 0 (no sensitivity) to 3 (high sensitivity) based on AECOM's prior experience with sensitivity analyses, previous studies, federal guidance (e.g., Federal Highway Administration sensitivity matrix), expert review, and stakeholder input. A matrix will be developed for each type of asset documenting the degree to which a hazard will impact the function or service of the asset. provides examples of sensitivity ratings for several critical assets.

Adaptive Capacity. Adaptive capacity is the ability of an asset to adjust, repair, or flexibly adapt and respond to damage or disruption. Assets that have high adaptive capacity are likely to have lower vulnerability than assets that are unable to respond. The AECOM team will review with the City and other project stakeholders the adaptive capacity of assets to determine if any asset's sensitivity ratings should be modified based on their ability to adjust (e.g., if they can be easily relocated to avoid hazard

exposure). Based on feedback, assets with higher adaptive capacity may have their sensitivity ratings lowered, which will in turn result in a lower vulnerability score. Similarly, assets with lower adaptive capacities will likely have a higher vulnerability score. In most instances, adaptive capacity findings will inform strategy and recommendations development rather than adjust sensitivity ratings.

Vulnerability. As the final step in the vulnerability assessment process, exposure will be combined with sensitivity to assign an overall vulnerability score for assets.

The overall vulnerability score will be determined by the following equation:

$$\text{Vulnerability} = \text{Exposure Rating} * \text{Sensitivity Rating}$$

Vulnerability scores will be calculated separately for each asset and hazard combination. Results will be summarized in a vulnerability matrix. Scores will be used to prioritize assets with the highest vulnerability for consideration of adaptation strategies in Task 7.4. The AECOM team will develop a vulnerability assessment technical memo that describes overall methodology, summarizes results, and identifies the El Paso MSA's highest vulnerabilities. The results will inform the next step in the project, strategy development.

Task 7.3 Deliverable

- Vulnerability assessment technical memo, including exposure maps for climate hazards, sensitivity rating matrix, adaptive capacity assessment, and vulnerability score matrix.

Task 7.3 Assumption

- AECOM will develop hazard exposure maps for the 2030 and 2050 timeframes but will conduct vulnerability assessments for one timeframe under the high-emissions scenario. AECOM recommends the 2050 timeframe to support actionable planning recommendations and align with best practices, including State of Texas vulnerability assessments.

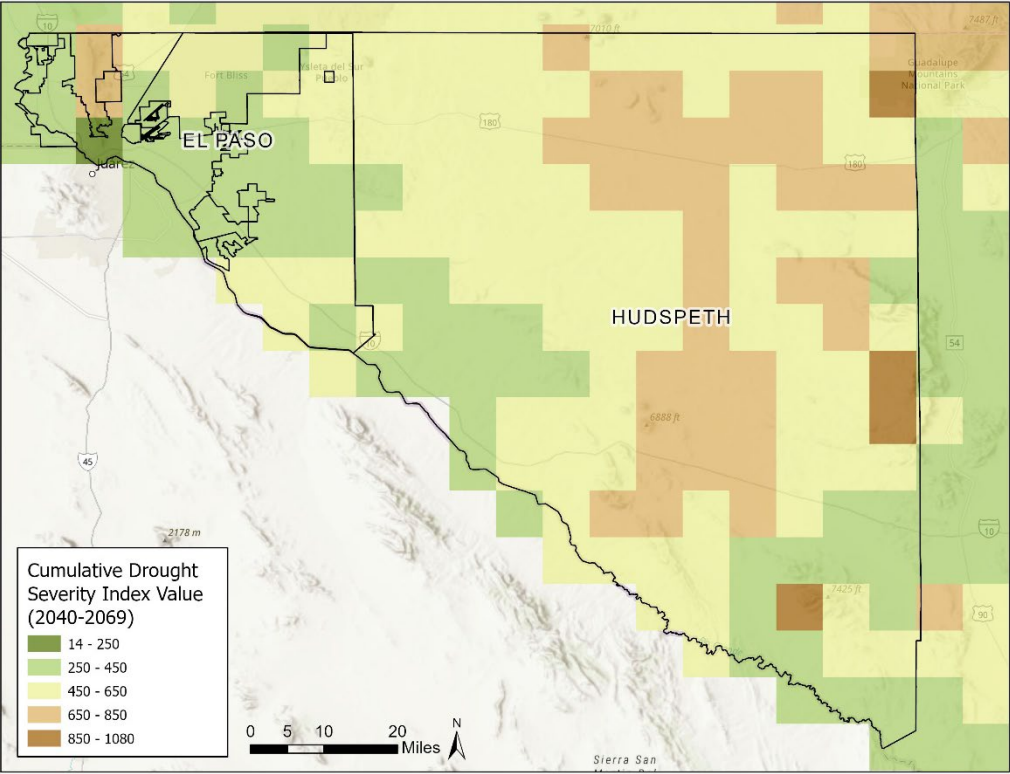


Figure 3. Future drought exposure for the El Paso MSA region for the mid-century (2040-2069) timeframe under a high-emissions scenario.

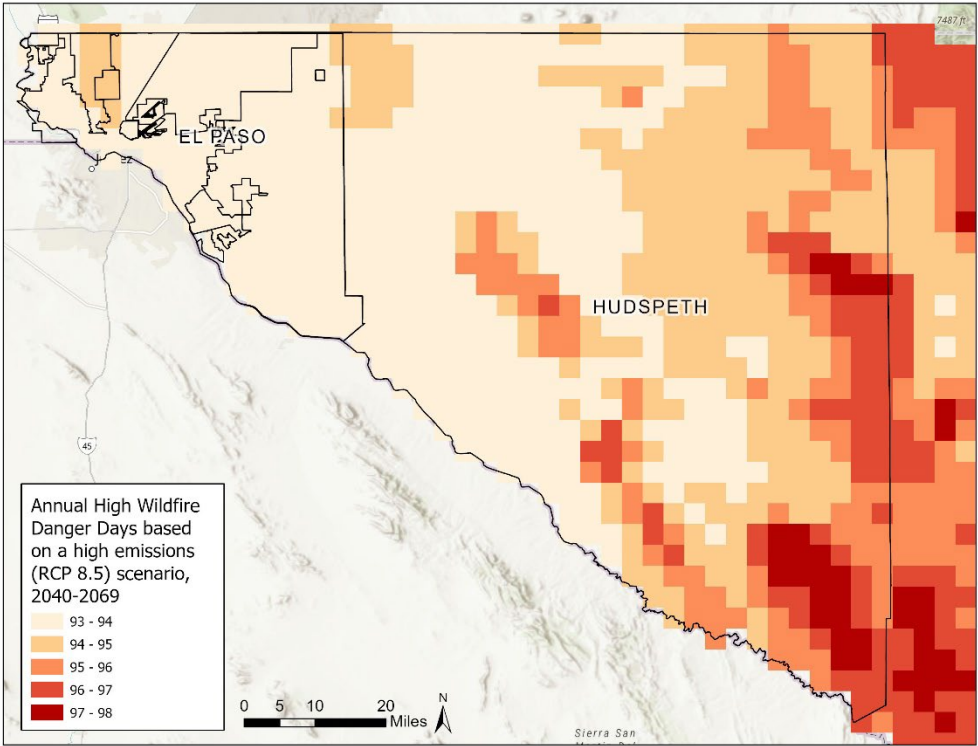


Figure 4. Future wildfire risk, as indicated by the number of days each year with high wildfire danger, for the El Paso MSA region for the mid-century (2040-2069) timeframe under a high-emissions scenario.

Table 2. Sample sensitivity matrix for selected asset/natural resource types.

Asset Type	Extreme Heat	Drought	Flooding
Infrastructure – Hospitals	Moderate – Extreme heat increases energy demand while reducing transmission efficiencies, making power outages more likely due to an overloaded electrical grid. Power outages at a hospital could endanger patients in critical conditions.	High – The primary functions of many critical resources will be significantly impacted by drought conditions, as patients and workers will need access to water.	High – Electrical and mechanical equipment can be damaged by flooding, which could lead to power outages, HVAC system failures, and plumbing system failures.
Transportation – Roads	Moderate – Heat can cause asphalt to soften, deform, crack, or split. Concrete pavements can experience blow-ups due to heat-related slab and joint expansion.	Low or Moderate – Severe drought can shrink or compact soils beneath road surfaces, potentially resulting in pavement degradation, cracking, splitting, and potholes. Roads built on non-expansive soils have lower sensitivity to drought.	Low or Moderate – Infrequent flooding is unlikely to lead to infrastructure damage for rigid pavements and thick asphalt pavements. Flexible pavements are more sensitive to flood-related damage, depending on the strength of their base layers.
Natural Resources – Water	Moderate – Higher temperatures increase evaporation rates; depleting water supplies in reservoirs.	High – Drought can affect the supply of water from the Rio Grande, which makes up nearly half of El Paso’s potable water supply. Drought also prevents groundwater and aquifers from recharging.	Moderate – Flooding can lead to contamination of reservoirs and other water supplies, requiring more treatment.

TASK 7.4 RISK ASSESSMENT AND ASSET PRIORITIZATION

The AECOM team will conduct a risk assessment for the most vulnerable assets based on the likelihood of exposure (determined in the climate exposure assessment), and consequence of exposure, based on the potential impacts of asset disruption or failure. Potential costs of disruption and failure can be evaluated based on criteria such as operational and financial costs, such as the cost of downtime and costs to repair or replace assets, and broader social, economic, environmental costs. The likelihood and consequences of exposure will be summarized in a matrix to identify the assets whose disruption or damage would pose the greatest risks for the El Paso region.

Next, we will develop a list of asset prioritization criteria, including vulnerability, risk, impacts to low-income and vulnerable communities, financial costs for agencies, and impacts for natural resources. The prioritization criteria will be refined based on project stakeholder feedback. The AECOM team will then use the criteria to develop a list of prioritized assets, which will be reviewed with project stakeholders to ground truth findings and identify if any assets that are highly important are missing. If additional priority assets are recommended by stakeholders and confirmed by the City, we will note them within the risk

assessment memo and those assets will be considered during the adaptation strategy development phase (Task 8).

Task 7.4 Deliverables

- Risk assessment matrix and memo describing methodology of risk assessment and results.
- Asset prioritization criteria and list of prioritized assets.

TASK 8. ADAPTATION STRATEGIES

AECOM will work with Quantum to develop and analyze a tailored set of adaptation strategies. Climate adaptation strategies for the El Paso MSA region will be informed by community engagement and public outreach activities carried out in Task 2, the results of the vulnerability assessment in Task 7, and past strategies and progress from the City and other stakeholders.

Note that the RFP requested sub-tasks within the Adaptation Strategies task to develop performance metrics related to risks and vulnerability, develop an interactive dashboard with content, graphics and metrics for each sector that is easy to update by City staff, and develop a template for annual reporting and communicating progress on climate risks. Please refer to Task 9 for our proposed approach on how to integrate

these items with the corresponding elements related to the PCAP and CCAP GHG reduction measures.

TASK 8.1. STRATEGY DEVELOPMENT

The AECOM team will develop an initial list of policy-based, program-based, and project-based adaptation strategies to address vulnerabilities for public infrastructure, business districts and economic growth, natural resources, and vulnerable populations. In addition to project-specific strategies, we will develop neighborhood- and community-scale adaptation strategies that are responsive to the needs of vulnerable and low-income communities. To protect vulnerable and low-income residents, it is critical that strategies are equitable, have the support of community members, and respond to cross-cutting resilience challenges.

Where possible, we will build upon existing resilience efforts from the City, such as the community resources documented in the “Stay Cool, Stay Safe” dataset and recommendations from the El Paso Climate Crisis Advisory Committee (CCAC) Framework on flood risks, water resources, and urban heat islands. In addition, we will also coordinate with Fort Bliss to understand their resilience strategies underway, such as to increase energy resilience with a microgrid, and identify opportunities for collaboration.

Strategies will largely fall under the following categories:

- **Structural:** Strategies that address physical vulnerabilities of assets. (e.g., raise, shade, defend), with a subset of engineered/nature-based solutions. While it is anticipated that some governance-based or informational strategies will be widely applicable across El Paso, strategies address physical vulnerabilities will tend to be more site-specific. These strategies will be described for the plan, but not designed. Structural strategies may include alternate materials that can withstand very high temperatures, stormwater management, flood management solutions, retrofits of bus shelters, or programs to support cool roof and cool wall deployment.
- **Governance:** Strategies that address governance-related vulnerabilities of assets (including planning, design, regulatory, and operations and maintenance, etc.) associated with different types of planning, design, and permitting documents. We anticipate that governance strategies will focus on longer-term strategic actions. This can include, for example, the development of an urban forestry management plan or water conservation strategy, resilience criteria to embed into design standards and economic development activities, and ready-to-execute procurement contracts so that emergency and clean-up activities can be rapidly deployed in the aftermath of events.

- **Informational:** Strategies that provide improved understanding of the vulnerabilities of assets arising from a lack of information, including feasibility studies and data gaps. We anticipate that informational strategies will focus on a few key actions, such as establishing a program to tag and monitor assets for condition assessments more frequently due to their vulnerability or developing coordination plans with emergency preparedness teams to communicate decisions about closures and detours. Examples here include a study on long-term water supply availability or the impacts of extreme heat on cross-border trade.

For business and economic development specifically, the AECOM team will develop a custom set of strategies to increase business resilience, including recommendations that can be implemented at the scale of an economic district and those that can be implemented by individual businesses to increase their readiness and responsiveness to climate hazards and other disruptors. These strategies can help protect and enhance El Paso’s businesses on an individual scale while increasing the overall resilience and vibrancy of the El Paso economy.

Prioritization. From the initial list of adaptation strategies, the AECOM team will coordinate with the project stakeholders to identify 12 strategies to advance for further development, including cost-benefit analysis (Task 8.3) and performance metrics development (Task 9.1).

To prioritize strategies, we will evaluate the full list of strategies for their potential climate hazard reduction impact, implementation feasibility, and other criteria. Following our similar approach to qualitative measure benefit analysis described for the PCAP and CCAP, we will develop a menu of potential benefit and feasibility criteria, which will then be tailored for the El Paso MSA region and based on community/stakeholder input. Example criteria are provided in **Error! Reference source not found..** Strategies will be rated against each of the chosen criteria using a qualitative ordinal ranking scale to arrive at a final list of 12 prioritized strategies. These strategies will be advanced for detailed development.

Table 3. Example evaluation criteria to prioritize adaptation strategies.

Category	Evaluation Criteria
Financial	Capital cost Operational cost
Environmental	Air quality GHG reduction Biodiversity Water resources
Social	Public health Jobs Equity
Governance	City authority Regulatory barriers

Task 8.1 Deliverables

- 22 initial climate adaptation strategies and 12 prioritized climate adaptation strategies.
- Business resilience memo providing strategies to increase the resilience of individual businesses and economic districts.

Task 8.1 Assumption

- AECOM will develop an initial long list of up to 22 adaptation strategies; based on prioritization and stakeholder feedback, 12 strategies will be developed in detail.

TASK 8.2 STRATEGY ANALYSIS

LIDAC Analysis. Low-income and vulnerable communities are likely to bear the brunt of climate change impacts, as they are more likely to live in neighborhoods with fewer resources, work in jobs that place them on the frontline (e.g., as farmworkers or delivery workers), and have lower capacity to respond and recover. Thus, it is critical to review adaptation strategies to understand their potential impacts on low-income and disadvantaged communities, with a goal to amplifying benefits and opportunities while minimizing any negative impacts.

For each strategy, the AECOM team will consider how it can be designed to support greater adaptation capacity or hazard protections in vulnerable communities, such as through prioritizing implementation actions in LIDAC neighborhoods, increasing the inclusivity and accessibility of implementation tactics, and partnering with community-based organizations to host workshops and events in LIDAC areas. We will also consider how each strategy could potentially benefit low-income and disadvantaged community members, such as improvements to public health, creation of job opportunities, and other local economic or environmental outcomes.

Additionally, the AECOM team will track and note any potential negative impacts that may result from adaptation strategies, particularly those that disproportionately affect

LIDAC communities. For example, strategies that may lead to gentrification, displacement, or loss of income for disadvantaged communities should incorporate guardrails or tactics to mitigate these potential impacts. We will discuss actions to minimize or mitigate negative consequences of adaptation strategies, with particular attention to mitigating any impacts that affect affordability, income health, and quality of life for community members in a negative way. To the extent possible, we will incorporate input from community engagement and outreach efforts with disadvantaged communities to inform the assessment of potential challenges and solutions associated with adaptation measures.

In addition, the results from the LIDAC analysis will also inform the development of equity-focused performance metrics in Task 9 Outputs and Outcomes. This will enable El Paso to track over time how its adaptation strategies are contributing to health, safety, and other outcomes for its most vulnerable and low-income residents.

Funding Source Review. For each prioritized adaptation strategy, the AECOM team will outline investment strategies to support implementation. A range of resources will be identified, including state and federal grants, local revenue sources, conventional financing opportunities, and more innovative financing structures (e.g., environmental impact bonds, catastrophe bonds). For these funding and financing options, we will provide information on their compatibility with adaptation strategy types, as well as applicability of the funding sources to activities such as maintenance and operation expenses and capital projects. The range of sources identified will be presented as a matrix and will consider key criteria, such as: timing, political feasibility, administrative complexity, partnerships, revenue-generating potential, and social equity. This evaluation will result in a summary of the benefits, drawbacks, and overall considerations that should serve as a guide for pursuing funding and identifying financing pathways for prioritized adaptation strategies.

Authority to Implement. Similar to our approach to the GHG reduction measures, for each of the proposed adaptation strategies, the AECOM team will identify whether relevant local agencies already have existing statutory or regulatory authority to implement the measure. Building off our analysis of agency authorities in Tasks 4 and 5, AECOM will identify the responsible agency's level of authority to implement each measure. For measures where agencies lack existing authority, we will identify whether they can obtain authority for specific actions or would need to coordinate with other agencies.

Task 8.2 Deliverables

- LIDAC analysis memo on the likely impacts of each adaptation measure on low-income, vulnerable, and disadvantaged communities in the El Paso MSA, noting how strategies can be designed to amplify benefits while minimizing negative consequences.
- Matrix of funding and financing mechanisms that can support adaptation strategy implementation.
- Matrix summarizing adaptation strategies, implementing agencies, and their level of authority for measure implementation.

Task 8.2 Assumption

- AECOM will undertake this analysis for the 12 prioritized adaptation strategies only.

TASK 8.3. BENEFIT-COST ANALYSIS

Investing in adaptation can provide a range of financial, social, and environmental benefits. Conducting a full cost-benefit analysis on high-level actions or policies can be costly and ineffective given the number of high-level assumptions that are required and the lack of data and/or methods readily available for certain hazards. As such, for the 12 prioritized adaptation strategies, costs will be presented as bucketed ranges, from \$ to \$\$\$\$\$. For a subset of up to five actions and policies, selected based on their priority and data and methodology availability, capital and operating and maintenance costs will be estimated, and a monetized cost-benefit analysis will be conducted accounting for the project costs and benefits over the asset lifespan.

Benefit methodologies will vary depending on the adaptation strategy. For adaptation strategies that also include GHG emission reductions that have been estimated, the social cost of GHG can be applied to estimate the monetized benefits based on the most recent federal guidance. For other benefits outside those offered by emission reductions, such as avoided costs (e.g., structural damages, human health impacts, business interruption, traffic, and transit delays), project co-benefits (e.g., recreation enhancement, ecosystem benefits, water quality improvements), and equity considerations (e.g., impacts to low-income and disadvantaged communities), a tiered methodology will be developed. For the longer list, benefits will be noted qualitatively (e.g., ratepayer savings) or quantitatively but without monetization (e.g., number of disadvantaged communities positively impacted by the strategy). Standard methodologies, such as FEMA and USDOT guidance, will be applied as relevant.

AECOM will review the tiered methodological approach (i.e., which actions should be analyzed qualitatively v. quantitatively) in a meeting with the City to gather input on the various levels and information on benefits, impacts, and costs. In this meeting, the subset of adaptation

strategies to be further studied for a full cost-benefit will also be discussed and selected.

Task 8.3 Deliverables

- Methodology review meeting.
- Draft and final technical memo summarizing methodology and results.

Task 8.3 Assumptions

- All costs estimates will be ROM based on published data and benchmarks.
- Five strategies will be selected for the quantitative analysis in partnership with the client based on priorities and data availability.

TASK 9. OUTPUTS, OUTCOMES, AND PERFORMANCE METRICS

TASK 9.1. DEFINE METRICS

The AECOM team will develop performance metrics that will support the El Paso MSA in tracking long-term implementation of GHG reduction measures developed for the CCAP in Task 5 and the adaptation strategies developed in Task 8. We will hold a meeting with City staff to understand what metrics they already track, and what data they have access to. We will also consider outputs and outcomes stated in the CPRG workplan. The goal is to identify 1-3 metrics for each strategy or measure that capture meaningful progress and can be tracked by the region with a reasonable level of effort. Metrics will be specific, measurable, achievable, relevant, and time bound. In addition, metrics should aim to capture strategy implementation in vulnerable and low-income communities and be informed by the LIDAC analysis.

For example, for a cool roof incentive program, the City can track both the number of incentives given out to all residents and the number of incentives provided to income-qualified applicants. Other examples could include the number of green stormwater management projects implemented, number of heat resilience design features incorporated into transit stations, and reductions in flood events in areas previously exposed to flooding.

Task 9.1 Deliverable

- 1-3 performance metrics per prioritized GHG reduction measure and adaptation measure, including equity-specific metrics where relevant.

TASK 9.2. DASHBOARD DEVELOPMENT

After the identification and development of performance metrics related to each strategy/measure, AECOM will develop a user-friendly, web-based dashboard to report out those performance metrics. The dashboard will incorporate maps, text, and charts to help tell the narrative of where El Paso is today, where it needs to go, and

provide a platform to track progress. To tell this story the AECOM team will develop the dashboard utilizing Esri ArcGIS Online dynamic data visualization and storytelling tools such as StoryMap, Hub, Dashboard, and Experience Builder. The interactive dashboard will be developed directly on the City's ArcGIS Online platform so all data will be hosted and accessible to the City at project completion.

While it is typical for consultants to develop and deliver interactive dashboards to clients, AECOM understands that this dashboard is intended to be a project platform for City staff to update and track progress well beyond the delivery of this scope of work. AECOM will work with the City at the kickoff of the project to identify which tool or combination of Esri tools are most suitable in presenting the narrative. In addition to identifying the appropriate tools the AECOM team will work closely with City staff to hand off the dashboard, providing training and direction for staff to take on future updates as needed.

Task 9.2 Deliverables

- Interactive dashboard hosted on the City's ArcGIS Online platform.
- User guide providing instructions on updating performance metrics and monitoring and updating the dashboard in Word (draft and final).

Task 9.2 Assumptions

- City has an ArcGIS Online account with one or more of the following applications:
 - ArcGIS Dashboards
 - ArcGIS Experience Builder
 - ArcGIS StoryMaps
 - ArcGIS Hub
- City will provide AECOM an account login within their organization or provide AECOM Creator account access to their organization for the development and delivery of the interactive dashboard.

TASK 9.3 REPORTING TEMPLATE AND TRAINING

AECOM will develop an Excel-based reporting template for the City and regional partners to report community progress on City-led GHG reduction measures and adaptation strategies, as well as a user guide providing instructions on updating performance metrics and monitoring and updating the dashboard. We will conduct up to two, two-hour virtual sessions to train City staff on these tasks.

Task 9.3 Deliverables

- Reporting template in Excel (draft and final).

- Two two-hour virtual sessions to train City staff on updating performance metrics, monitoring, updating the dashboard, and reporting template.

Task 9.3 Assumptions

- The reporting template for PCAP and CCAP will adhere to EPA reporting requirements for the CPRG program.

TASK 10. FINAL CLIMATE ACTION PLAN

Building on deliverables from previous tasks, the AECOM team will develop a clear, concise CAP that summarizes the community engagement process and technical analysis conducted, and identifies the El Paso region's:

- Key GHG emissions sectors and priority GHG measures.
- Key climate vulnerabilities, corresponding solutions, and strategies to mitigate these risks, and findings from the benefit-cost analysis.
- Benefits for and involvement of low-income and disadvantaged communities in the planning process.
- Outputs, outcomes, and performance metrics.
- Implementation authority, funding sources, and critical next steps for implementation.

The plan will be written in an engaging style accessible to members of the public while still retaining its utility as a planning tool by the region. Where appropriate, technical information will be included in appendices. A draft plan will be provided to the City and other project stakeholders for comment and review. AECOM will then update the draft plan into the final CAP based on one consolidated set of comments. Once finalized, the plan will be translated into Spanish, and both English and Spanish versions will be graphically laid out in InDesign.

Task 10 Deliverables

- Preliminary draft CAP in English (Word).
- Final draft CAP in English (Word).
- Spanish translation of final draft CAP (Word).
- Graphically laid out final CAP in English and Spanish (PDF).

Task 10 Assumption

- City will resolve and consolidate City and stakeholder comments on all drafts and submit one set of comments.

ATTACHMENT "B"

CONSULTANT'S FEE PROPOSAL AND BEST AND FINAL OFFER (BAFO)



Purchasing & Strategic Sourcing Department

MAYOR

Oscar Leeser

ELECTRONIC SUBMITTAL

October 30, 2023

CITY COUNCIL

District 1

Peter Svarzbein

District 2

Alexsandra Anello

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Claudia L. Rodriguez

District 7

Henry Rivera

District 8

Cissy Lizarraga

CITY MANAGER

Tommy Gonzalez

AECOM Technical Services, Inc.
Attn: Victor De la Garza
13355 Noel Road Ste. 400
Dallas, TX 75240

RE: Best and Final Offer – 2023-0670R Climate Action Plan

Dear Mr. De la Garza,

The City of El Paso has evaluated the proposal that your company submitted in response to RFP Number 2023-0670R Climate Action Plan. It is my pleasure to inform you that, after the evaluation of proposals, we have selected AECOM Technical Services, Inc., as one of the offerors to proceed to the "Best and Final Offers" phase of the contractor selection process.

Therefore, in accordance with Attribute 17 Evaluation and Award Process, Item #7 of the RFP, we invite you to submit a Best and Final Offer ("BAFO") to the City of El Paso. Specific lists of requested items are shown on the following page. You must submit the BAFO to the City of El Paso by e-mail, on or before Wednesday, November 2, 2023 by 10:00 a.m. MDT to be considered for selection for the award of the contract.

This letter is only an invitation to participate further in the RFP process; it does not convey or imply anything more. This letter is not intended to be a binding commitment to contract with your company, nor will the City of El Paso be obligated in any manner until the City Council takes formal action to award a contract. Accordingly, all activities in furtherance of this process, including your compliance with the conditions set forth in this letter, are considered to be at your sole cost.

Sincerely,

K. Nicole Cote
Managing Director
Purchasing & Strategic Sourcing Department

cc: Community and Human Development Department
Bid File

(RNE:KNC)

K. Nicole Cote – Managing Director

Purchasing & Strategic Sourcing | 300 N. Campbell | El Paso, TX 79901
(915) 212-0043 | CoteKN@elpasotexas.gov



Purchasing & Strategic Sourcing Department

MAYOR
Oscar Leoser

October 25, 2023

Best and Final Offer – 2023-0670R Climate Action Plan
Page 2 of 2

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Anello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

**BEST AND FINAL OFFERS
FEE PROPOSAL**

- 1. The City of El Paso has budgeted has budgeted between \$1,000,000.00 to \$1,300,000.00 for these services. The offeror shall provide the city with a fully detailed summary used to develop the fixed proposal cost.
- 2. Please submit BAFO based upon above referenced considerations.

All associated costs shall be included in the total fixed price for conducting the services required in accordance to specifications within this request for proposal (consulting, data collection, analysis, review, research, copies, final results, travel costs and other expenses necessary for the completion of these services).

	Climate Action Plan Total Fixed Price
Year 1	\$ 391,617
Year 2	\$ 544,806
Year 3	\$ 130,999
Year 4	\$ 171,813
Total fixed cost for 4 Years	\$ 1,239,235

K. Nicole Cote – Managing Director
Purchasing & Strategic Sourcing | 300 N. Campbell | El Paso, TX 79901
(915) 212-0043 | CoteKN@elpasotexas.gov



Labor Hours, Categories, and Billing Rates

	Director	Associate Director	Project Manager	Deputy Project Manager	Sr. Associate	Sr. Analyst / Planner	Mid Analyst / Planner	Jr. Analyst / Planner	Sr. Outreach	Mid Outreach	Jr. Outreach	GHG Inventory Lead	GHG Technician
Hourly Rates	\$ 300	\$ 246	\$ 267	\$ 128	\$ 185	\$ 162	\$ 141	\$ 123	\$ 200	\$ 151	\$ 105	\$ 85	\$ 63
Task 0. Project Management	6	56	72	220	5	3	74	-	-	-	-	-	-
Task 1. Equitable Strategies	-	21	8	18	78	-	1	-	-	5	20	-	-
Task 2. Public and Stakeholder Engagement	-	76	14	141	69	42	13	-	39	240	1,000	-	-
Task 3. Interagency and Intergovernmental Coordination	4	36	44	232	38	-	-	8	-	42	92	-	-
Task 4. Preliminary Climate Action Plan	-	34	10	82	6	70	280	215	-	-	-	47	170
Task 5. Comprehensive Climate Action Plan	24	40	10	27	-	84	208	276	-	-	-	352	908
Task 6. Status Report	4	18	8	72	2	17	40	130	-	-	-	30	80
Task 7. Vulnerability assessment	-	44	8	8	70	40	284	126	-	-	-	-	-
Task 8. Adaptation Strategies	-	353	8	10	97	22	561	46	-	-	-	-	-
Task 9. Tracking and Reporting	-	14	9	80	46	19	194	33	-	-	-	-	-
Task 10. CAP Development	2	36	10	140	60	24	230	100	-	-	-	-	-
Total	40	728	201	1,030	471	321	1,885	934	39	287	1,112	429	1,158

Labor Fee, ODCs, and Total by Task

	Labor	ODCs	Total
Task 0. Project Management	\$ 74,805	\$ -	\$ 74,805
Task 1. Equitable Strategies	\$ 27,032	\$ -	\$ 27,032
Task 2. Public and Stakeholder Engagement	\$ 210,924	\$ 40,500	\$ 251,424
Task 3. Interagency and Intergovernmental Coordination	\$ 75,516	\$ 8,250	\$ 83,766
Task 4. Preliminary Climate Action Plan	\$ 114,610	\$ 4,590	\$ 119,200
Task 5. Comprehensive Climate Action Plan	\$ 187,174	\$ 12,180	\$ 199,354
Task 6. Status Report	\$ 49,324	\$ -	\$ 49,324
Task 7. Vulnerability assessment	\$ 88,956	\$ -	\$ 88,956
Task 8. Adaptation Strategies	\$ 196,522	\$ -	\$ 196,522
Task 9. Tracking and Reporting	\$ 59,088	\$ -	\$ 59,088
Task 10. CAP Development	\$ 89,764	\$ -	\$ 89,764
Total	\$ 1,173,715	\$ 65,520	\$ 1,239,235

ODCs Summary

ICLEI ClearPath software license (4 yrs)	\$ 12,000
Community / stakeholder engagement materials	\$ 13,000
Social Pinpoint engagement platform license	\$ 5,000
Promotora outreach	\$ 10,000
Paid social media ads	\$ 5,000
Travel expenses	\$ 20,520
ODCs Sub Total	\$ 65,520

Labor Fees and ODCs by Task and by Firm

	AECOM	ICLEI	Barracuda	Quantum	ODCs	Total
Task 0. Project Management	\$ 74,805	\$ -	\$ -	\$ -	\$ -	\$ 74,805
Task 1. Equitable Strategies	\$ 24,177	\$ -	\$ 2,855	\$ -	\$ -	\$ 27,032
Task 2. Public and Stakeholder Engagement	\$ 61,884	\$ -	\$ 149,040	\$ -	\$ 40,500	\$ 251,424
Task 3. Interagency and Intergovernmental Coordination	\$ 59,514	\$ -	\$ 16,002	\$ -	\$ 8,250	\$ 83,766
Task 4. Preliminary Climate Action Plan	\$ 99,905	\$ 14,705	\$ -	\$ -	\$ 4,590	\$ 119,200
Task 5. Comprehensive Climate Action Plan	\$ 100,050	\$ 87,124	\$ -	\$ -	\$ 12,180	\$ 199,354
Task 6. Status Report	\$ 41,734	\$ 7,590	\$ -	\$ -	\$ -	\$ 49,324
Task 7. Vulnerability assessment	\$ 88,956	\$ -	\$ -	\$ -	\$ -	\$ 88,956
Task 8. Adaptation Strategies	\$ 151,504	\$ -	\$ -	\$ 45,018	\$ -	\$ 196,522
Task 9. Tracking and Reporting	\$ 59,088	\$ -	\$ -	\$ -	\$ -	\$ 59,088
Task 10. CAP Development	\$ 89,764	\$ -	\$ -	\$ -	\$ -	\$ 89,764
Total	\$ 851,381	\$ 109,419	\$ 167,897	\$ 45,018	\$ 65,520	\$ 1,239,235

**ATTACHMENT “C”
CONSULTANT’S BASIC SERVICES, LABOR HOURS, CATEGORIES, AND BILLING
RATES**

For the “**Climate Action Plan**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Community & Human Development Department Climate Pollution Reduction Grants (CPRG) Work Plan and Timeline, Milestone Guidelines, which are in effect at the time of this Agreement and are available in the City Community & Human Development Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

**ATTACHMENT “D”
LABOR FEES and ODCs by TASK and BY FIRM**

For the as “**Climate Action Plan**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **ONE MILLION TWO HUNDRED AND THIRTY-NINE THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$1,239,235.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

Year 1	\$391,617.00
Year 2	\$544,806.00
Year 3	\$130,999.00
Year 4	\$171,813.00

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-04, 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, Karina Brasgalla, (915) 212-1570

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.

An Ordinance amending Ordinance No. 016528 to modify requirements for membership on the Board of Directors of the Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas.

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

AGENDA DATE: January 2, 2024
PUBLIC HEARING: January 17, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Braggalla, (915) 212 - 1570
Elizabeth Triggs, (915) 212- 0094

DISTRICT(S) AFFECTED: 8

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

SUBJECT:

An ordinance amending Ordinance No. 016528 to modify requirements for membership on the Board of Directors of the Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas.

BACKGROUND / DISCUSSION:

The proposed ordinance would modify the creation ordinance for Tax Increment Reinvestment Zone #5 (TIRZ #5) to amend the membership of the Board of Directors. The members of City Council would serve as the Board with the Mayor as Chair. This is consistent with other City of El Paso Tax Increment Reinvestment Zones.

PRIOR COUNCIL ACTION:

On March 5, 2019, City Council approved an ordinance modifying Board membership.

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 AMENDING ORDINANCE NO. 016528 TO MODIFY REQUIREMENTS FOR MEMBERSHIP ON THE BOARD OF DIRECTORS OF THE TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS.

WHEREAS, by Ordinance No. 016528, adopted December 19, 2006, the City of El Paso City Council designated Tax Increment Reinvestment Zone Number Five ("the Zone") pursuant to the Tax Increment Financing Act, Chapter 311, Texas Tax Code (the "Act"), establishing the boundaries of the Zone; creating a Board of Directors (the "Board"); providing an effective and termination date for the Zone; and containing other provisions related thereto; and

WHEREAS, Ordinance No. 016528 has been amended multiple times since its enactment, including by Ordinances Nos. 016803 and 016804 on December 18, 2007; by Ordinance No. 017821 on July 17, 2012; by Ordinance No. 017861 on August 28, 2012; and by Ordinance No. 018049 on July 30, 2013 and by Ordinance No. 018911 on March 5, 2019; and

WHEREAS, the City Council wishes to amend the Board membership to be consistent with that of other City of El Paso Tax Increment Reinvestment Zones;

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

1. That Section 4 of Ordinance No. 016528 is hereby replaced in its entirety to read as follows:

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of nine (9) members comprised of City Council members from Districts 1 through 8 and the Mayor. The Mayor shall serve as chairman of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the tax increment fund may appoint one member of the board. The number of directors on the Board of Directors shall be increased by one for each taxing unit that appoints a director to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issue bonds; (ii) impose taxes or fees; (iii) exercise the

ORDINANCE NO. _____

TIRZ 5 PFP Amendment
23-330-TRAN-505920-23RD Amendment-JSG

power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

2. Except as expressly herein amended, Ordinance No. 016528 shall remain in full force and effect.

ADOPTED this _____ day of _____, 2024

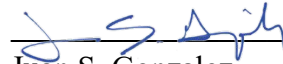
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic & International Development

ORDINANCE NO. _____

TIRZ 5 PFP Amendment
23-330-TRAN-505920-23RD Amendment-JSG



Legislation Text

File #: 24-07, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Economic and International Development, Karina Brasgalla, (915) 212-1570

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.

An Ordinance of the City Council of the City of El Paso, Texas, approving amendment number twenty-three to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, amending the plan to update the projected tax increment reinvestment zone revenue and establishing project cost categories.

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

AGENDA DATE: January 2, 2024
PUBLIC HEARING: January 17, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Braggalla, (915) 212 - 1570
Elizabeth Triggs, (915) 212- 0094

DISTRICT(S) AFFECTED: 8

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

SUBJECT:

An ordinance of the City Council of the City of El Paso, Texas, approving amendment number twenty-three to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, amending the plan to update the projected tax increment reinvestment zone revenue and establishing project cost categories.

BACKGROUND / DISCUSSION:

The proposed amendment would update the Project and Financing Plan for Tax Increment Reinvestment Zone #5 (TIRZ #5). The Plan is the governing document for TIRZ #5. The previous Plan was adopted on February 12, 2009 and has been amended piecemeal in the years since. The revised Plan aligns with the recommendations and priorities of the recently adopted Downtown, Uptown, and Surrounding Neighborhoods Plan. It also updates the projections for the tax increment fund and the allowable project cost categories.

PRIOR COUNCIL ACTION:

On February 12, 2009, City Council approved the TIRZ #5 Final Project and Financing Plan.

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 OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, APPROVING AMENDMENT NUMBER TWENTY-THREE TO THE PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS, AMENDING THE PLAN TO UPDATE THE PROJECTED TAX INCREMENT REINVESTMENT ZONE REVENUE AND ESTABLISHING PROJECT COST CATEGORIES

WHEREAS, by the City of El Paso Ordinance No. 016528, adopted December 19, 2006, the City Council created Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas (the “Zone”), establishing the boundaries of the Zone as described therein, pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code (as amended, the “Act”); and later amended by Ordinances No. 016803 and 016804 on December 18, 2007, by Ordinance No. 017821 on July 17, 2012, and by Ordinance No. 018049 on July 30, 2013; and

WHEREAS, by City of El Paso Ordinance No. 017081, adopted March 10, 2009, the City Council approved and adopted the Project Plan and Reinvestment Zone Financing Plan for the Zone, pursuant to Section 311.011(d) of the Act after their adoption by the Board of Directors (the “Board”) of the Zone; later amended on: April 7, 2009 by Ordinance No. 017102; November 17, 2009 by Ordinance No. 017239; December 22, 2009 by Ordinance No. 017258; November 8, 2011 by Ordinance No. 017674; May 15, 2012 by Ordinance No. 017788; July 17, 2012 by Ordinance No. 017821; August 28, 2012 by Ordinance No. 017861; July 30, 2013 by Ordinance No. 018049; March 4, 2014 by Ordinance No. 018132; January 6, 2015 by Ordinance No. 018302; September 6, 2016 by Ordinance No. 018566; October 4, 2016 by Ordinance No. 018578; March 21, 2017 by Ordinance No. 018645; June 13, 2017 by Ordinance No. 018689; February 20, 2018 by Ordinance No. 018756; July 9, 2019 by Ordinance No. 018940; February 4, 2020 by Ordinance No. 019021; October 27, 2020 by Ordinance No. 019110; and on March 16, 2021 by this Ordinance No. 019152; and on August 3, 2021 by this Ordinance No. 019211; and on January 4, 2022 by this Ordinance No. 019280 ; and on March 28, 2023 by this Ordinance No. 019449; and;

WHEREAS, on July 5, 2023 the City Council adopted the “Downtown, Uptown, and Surrounding Neighborhoods Plan” (the “Plan”) as the master plan and guiding document for the Downtown, Uptown, and Surrounding Neighborhoods planning area which overlaps with the Zone; and,

WHEREAS, the Board supports the City in development activities for the Zone and actively participates in planning and identifying potential projects within the Zone that are consistent with and implement the Zone’s Project Plan; and

ORDINANCE NO. _____

WHEREAS, on July 12, 2023, the Board recommended approval of an amendment to the Zone's Project Plan and Reinvestment Zone Plan that updates the Tax Increment Reinvestment Zone revenue projections to account for projected catalyst developments and future growth for the remainder of the term and establishes project categories and total costs per Chapter 311 of the Texas Tax Code; and

WHEREAS, the proposed amendment is consistent with the other City of El Paso Tax Increment Financing Districts created that allow expenditures from the Zone through approval by the Board and final approval by City Council and do not require individual amendments to the Zone's Project Plan and Reinvestment Zone Plan Ordinance for expenditures; and

WHEREAS, pursuant to Section 311.011(e) of the Act, the Board may adopt amendments to the plans consistent with the requirements and limitations of the Act, which become effective when approved by the governing body of the municipality by a duly authorized ordinance; and

WHEREAS, the City desires to amend the Zone's Project Plan and Reinvestment Zone Financing Plan as approved by the Board, in support of community revitalization and economic development within the Zone; and

WHEREAS, it is found that inclusion of the aforementioned amendment and projects contained therein are economically feasible; and

WHEREAS, it is further found and determined that the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and subject of said meeting was given all as required by Chapter 551, Texas Government Code; and

WHEREAS, the City Council, as the governing body of the City, approves the amendment to the Zone's Project Plan and Reinvestment Zone Financing Plan, as evidenced by this Ordinance;

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

SECTION 1. Except as amended herein and by properly adopted prior amendments, Ordinance 016528 shall remain in full force and effect.

SECTION 2. The amended Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, attached hereto as Exhibit A, is hereby determined to be feasible and in conformity with the City's comprehensive plan and said amendments are hereby approved.

ORDINANCE NO. _____

SECTION 3. The statements set forth in the recitals of this Ordinance are declared to be true and correct and are incorporated as part of this Ordinance.

SECTION 4. The provisions of this Ordinance are severable. If any provision of this Ordinance or the application thereof to any circumstances shall be held to be invalid or unconstitutional, the remainder of this Ordinance shall nevertheless be valid.

ADOPTED this _____ day of _____, 2024

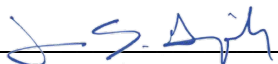
CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic & International Development

ORDINANCE NO. _____

TIRZ 5 PFP Amendment
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EXHIBIT A

Amended Project Plan and Reinvestment Zone Financing Plan
for Tax Increment Reinvestment Zone Number Five
of the City of El Paso, Texas

ORDINANCE NO. _____

TIRZ 5 PFP Amendment
23-330-TRAN-505920-23RD Amendment-JSG

Tax Increment Reinvestment Zone #5

City of El Paso, Texas

AMENDED PROJECT AND FINANCING PLAN
JANUARY 2024



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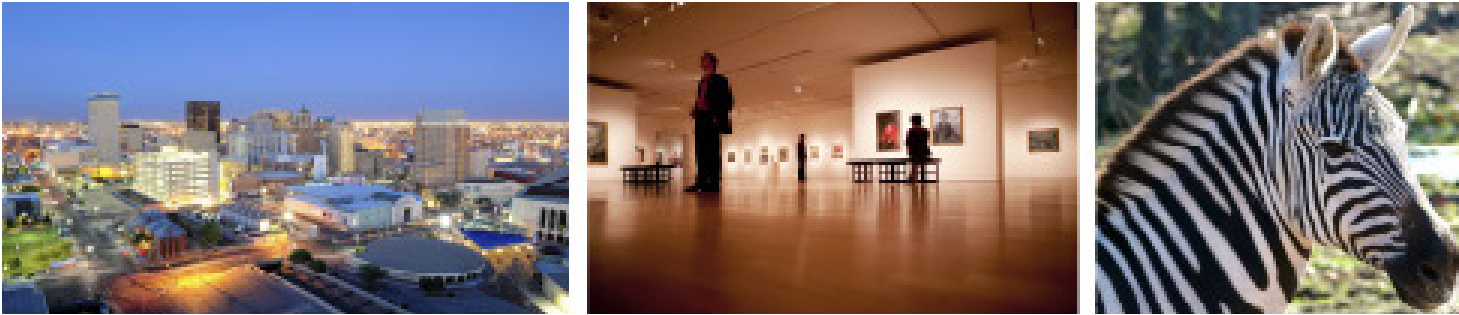
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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



El Paso is the largest metro area along the Texas-Mexico border which boasts a best-in-class, business friendly operating environment while also offering a great living experience. The region represents one of the largest manufacturing centers in North America and is recognized as globally competitive. This is largely due to El Paso’s unique quality of possessing the largest bilingual and bi-cultural workforce in the Western Hemisphere.

As the sixth-largest city in Texas, El Paso is a top 20% U.S. performing economy and continues to experience positive economic growth by attracting new businesses and helping existing companies to grow. The City’s focus is to create new employment opportunities in 21st century industries, maintain a great quality of life, and facilitate business growth at the local and international levels.



Tax Increment Reinvestment Zone #5, City of El Paso

Tax Increment Reinvestment Zone #5 (TIRZ) was created on December 19, 2006 by Ordinance No. 016528, approved by the City Council of the City of El Paso, Texas. The TIRZ was later amended by Ordinances No. 016803 and 016804 on December 18, 2007, by Ordinance No. 017821 on July 17, 2012, and by Ordinance No. 018049 on July 30, 2013. The goal of TIRZ #5 is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #5 will promote the development of new construction within the boundaries of the TIRZ.

The amended project and financing plan outlines the funding of \$48,294,149 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions.

Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.

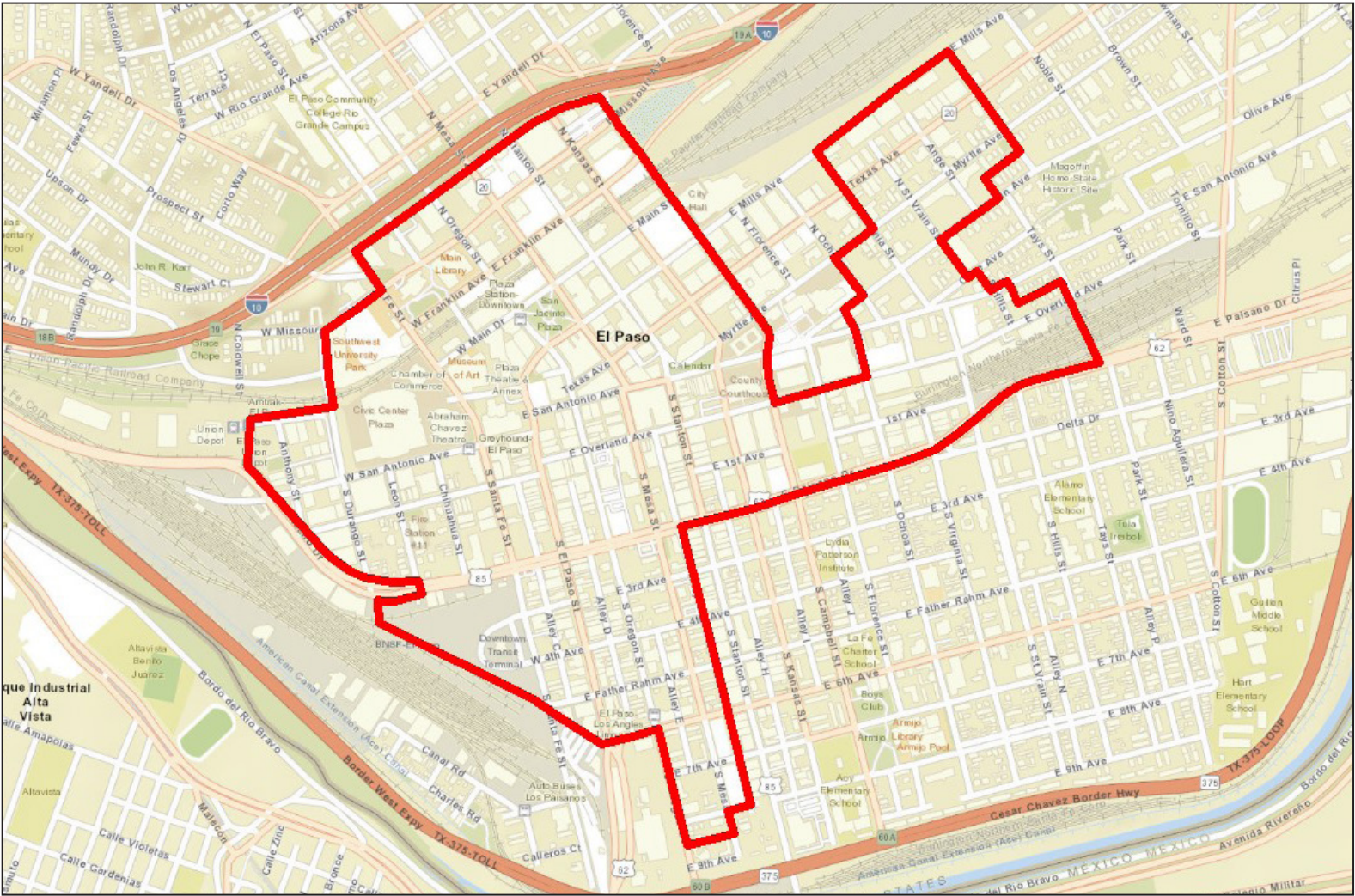


 - TIRZ Boundary

TIRZ Boundary

Boundary Description

TIRZ #5 is approximately 306 acres located wholly within the city limits of the City of El Paso. When the TIRZ was created on December 19, 2006 by Ordinance No. 016528, it consisted of approximately 188.42 acres. The TIRZ was later amended by Ordinances No. 016803 on December 18, 2007, which expanded the TIRZ by approximately 0.584 acres. The TIRZ was also amended by Ordinances No. 016804 on December 18, 2007, which expanded the TIRZ by approximately 99.281 acres. The TIRZ was later amended by Ordinance No. 017821 on July 17, 2012, which expanded the TIRZ by approximately 9.45 acres. The TIRZ was later amended by Ordinance No. 018049 on July 30, 2013. which expanded the TIRZ by approximately 8.4 acres.



 - TIRZ Boundary

Original Boundaries per Ordinance 016528 (2006):

Beginning at the northernmost portion of the Downtown El Paso Redevelopment Plan TIRZ which is the northeast corner of the proposed eastern extension of E. Mills Avenue and Octavia Street following the east edge of Octavia Street south to northwest corner of the alley between Myrtle Avenue and Magoffin Avenue; then west following the south edge of the alley to N. Ange Street; then south following the east edge of Ange Street to the southern edge of Magoffin Avenue; then west following the southern edge of Magoffin Avenue to the southeast corner of Magoffin Avenue and Saint Vrain Street then south following the eastern edge of Saint Vrain Street; to the northeast corner of Saint Vrain Street and Olive Avenue; then south crossing Olive Avenue to the northeast corner of Parcel 128; then east following the northern edge of E. San Antonio Avenue to the eastern extension S. Hills Street; then south following the eastern edge of S. Hills Street to the northeast corner of the alley between E. San Antonio Avenue and E. Overland Avenue; then east following the north edge of the alley and crossing N. Tays Street to the northeast corner of the alley between E. San Antonio Avenue and E. Overland Avenue; then south across E. Overland Avenue and following the eastern boundary of Parcel 477 (identified as railroad property) continuing south to the southern edge of E. Paisano Drive; then west following the southern edge of E. Paisano Drive to the southeast corner of the alley between S. Mesa Street and S. Stanton Street; then south following the eastern edge of the alley south to the southern edge of E. Eighth Avenue; then west to the southeast corner of E. Eighth Avenue and S. Mesa Street; then south to an extension of the south boundary of Parcel 419, (El Paso CAD# C05099904601900); then west following the southern boundary of Parcel 419, crossing the alley between S. Mesa Street and S. Oregon Street and continuing west on the southern edge of Parcel 416 (El Paso CAD # C05099904603700), Parcel 417 (El Paso CAD # C05099904604300) and Parcel 418 (El Paso CAD # C05099904605000); then continuing west to the western edge of S. Oregon Street; then following the western edge of S. Oregon Street north to the southwest corner of S. Oregon Street and E. Sixth Avenue; then west following the southern edge of E Sixth Avenue to the intersection of a line extending the western edge of the alley between S. Oregon Street and S. El Paso Street; then north on the western edge of the alley between S. Oregon Street and S. El Paso Street to the southern edge of E. Paisano Drive; then following the southern edge of E. Paisano Drive west to the southeast corner of E. Paisano Drive and S Santa Fe Street; then south on the eastern edge of S. Santa Fe Street to the northeast corner of S. Santa Fe Street and E. Father Rahm Avenue; then crossing S. Santa Fe Street to the south corner of Parcel 455 (El Paso CAD # C05099912000100); then following the western boundaries of parcel 455, Parcel 458 (El Paso CAD # C05099913109000), Parcel 457 (El Paso CAD # X47099900002500), Parcel 464 (El Paso CAD # C05099913000100) and Parcel 463 (El Paso CAD # X45099900005101) northwest to the southern edge of W. Paisano Drive; then north crossing to the northern edge of W. Paisano Drive then east following the northern edge of W Paisano Drive to the northwest corner of W. Paisano Drive and S. Leon Street; then north following the western edge of S. Leon Street to the southwest corner of S. Leon Street and W. San Antonio Avenue; then west following the south edge of W. San Antonio Avenue to the southwest corner of W. San Antonio Avenue and S. Durango Street; then north following the west edge of S. Durango Street north and northeast to an intersection of the northernmost corner of Parcel 468 (El Paso CAD# S636999000B2000 the City Civic Center); then following the northeastern boundary of Parcel 468 south and east to N. Santa Fe Street then crossing N. Santa Fe Street to the east edge of N. Santa Fe Street; then following the east edge of N. Santa Fe Street south to the northeast corner of N. Santa Fe Street and W. San Antonio Avenue; then east to the western edge of S. El Paso Street; then south following the east edge of S. El Paso Street to the northeast corner of S. El Paso Street and E. Overland Avenue; then east following the northern edge of E. Overland Avenue to the northwest corner of E. Overland Avenue and S. Ochoa Street; then north following the west edge of N. Ochoa Street to southwest corner of S. Ochoa Street and E. San Antonio Avenue; then crossing E. San Antonio Avenue to the western edge of the alley between N. Ochoa Street and N. Florence Street;

then north following the western edge of the alley and crossing Magoffin Avenue to the south edge of Magoffin Avenue; then east to the northwest corner of Magoffin Avenue and N. Ochoa Street; then north following the western edge of N. Ochoa Street to the northwest corner of N. Ochoa Street and Myrtle Avenue; then east following the northern edge of Myrtle Avenue to the northeast corner of N. Virginia Street and Myrtle Avenue; then north following the west edge of N. Virginia Street to the northwest corner of N. Virginia Street and E. Mills Avenue; then east following the northern edge of the proposed E Mills Avenue extension to the point of beginning, containing approximately 188.42 acres.

Expansion per Ordinance 016803 (2007):

A parcel of land consisting of 0.584 acres, beginning at the northeast corner of Lot 20-21 , Block 1, Franklin Addition, thence a distance of 165 feet south and east to the centerline of Magoffin Avenue, thence a distance of 160 feet southwest to the centerline intersection of Magoffin A venue and Ange Street, thence a distance of 165 feet north and west to a point 10 feet south of the centerline of the alley between Magoffin Avenue and Myrtle avenue, thence 165 feet to the point of beginning, and containing Lots 17- 19 and 20-21 , Block 1, Franklin Addition and also known as 1001 and 1009 Magoffin A venue .

Expansion per Ordinance 016804 (2007):

Parcel 1 consisting of 1.134 acres and containing Lots 1-12 and 39-40 and a portion of the closed street and alley of Stevens Addition and also known as 505 N. Santa Fe Street; and

Parcel 2 consisting of 98.147 acres, beginning at the center line intersection of Santa Fe Street and Wyoming A venue, thence northeast a distance of 1,996 feet to the center line intersection of Missouri A venue and Campbell Street, thence southeast a distance of 1,979 feet to the center line intersection of Campbell Street and San Antonio Street, thence south a distance of 289 feet to the centerline intersection of Campbell Street and Overland Street, thence 1,324 feet in an easterly direction to the centerline monument located at the intersection of Overland Street and El Paso Street, thence a distance of 213 feet in a northwesterly direction to the centerline intersection of El Paso Street and San Antonio Street, thence 355 feet in a westerly direction to the centerline intersection of San Antonio Street and Santa Fe Street, thence a distance of 1,599 feet in a northerly direction to the city monument located 10 feet northeast of the center line intersection of Santa Fe Street and Wyoming Avenue, the point of beginning and containing the following Blocks: Block 19 Mills Addition; Block 7 Hart Addition; Blocks 21, 22 and 23 Mills Addition; Block 231 Campbell Addition; Blocks 18, 1, 2, 8, 9, and 43 Mills Addition; Blocks 17, 3, 10, 42 Mills Addition; Blocks 16, 6, 5, 5 ½, 12, 39 and 40 Mills Addition; Block 44 Mills Addition; Blocks 14, 13, 24, and 38 Mills Addition; Block 209 Campbell Addition; Blocks 1 and 5, Satterthwaite; Block Q, Satterthwaite; Block 17 Hart Addition; and Blocks 245, 246 and 24 7 Campbell Addition.

Expansion per Ordinance 017821 (2012):

A parcel of land consisting of 9.45 acres and containing all of Blocks 7, 46, and 51, Mills Addition, and all of Blocks 152, 160, 161, 169, 170, and 171 Campbell Addition.

Expansion per Ordinance 018049 (2013):

From the intersection of Paisano Drive and Santa Fe Avenue, south on Santa Fe to the Santa Fe Railroad train yard; southeasterly on a line between the edge of the buildings on east side of Santa Fe Avenue and the adjacent parking lot to the intersection of Sixth Street; east on Sixth Street to the alley between El Paso Street and Oregon Street; north along the alley to Paisano Drive; and west on Paisano to Santa Fe Avenue, containing approximately 8.4 acres.

Current Conditions

Land Use

The vast majority of the land within the zone is developed with commercial uses, with much of the property well positioned for redevelopment.

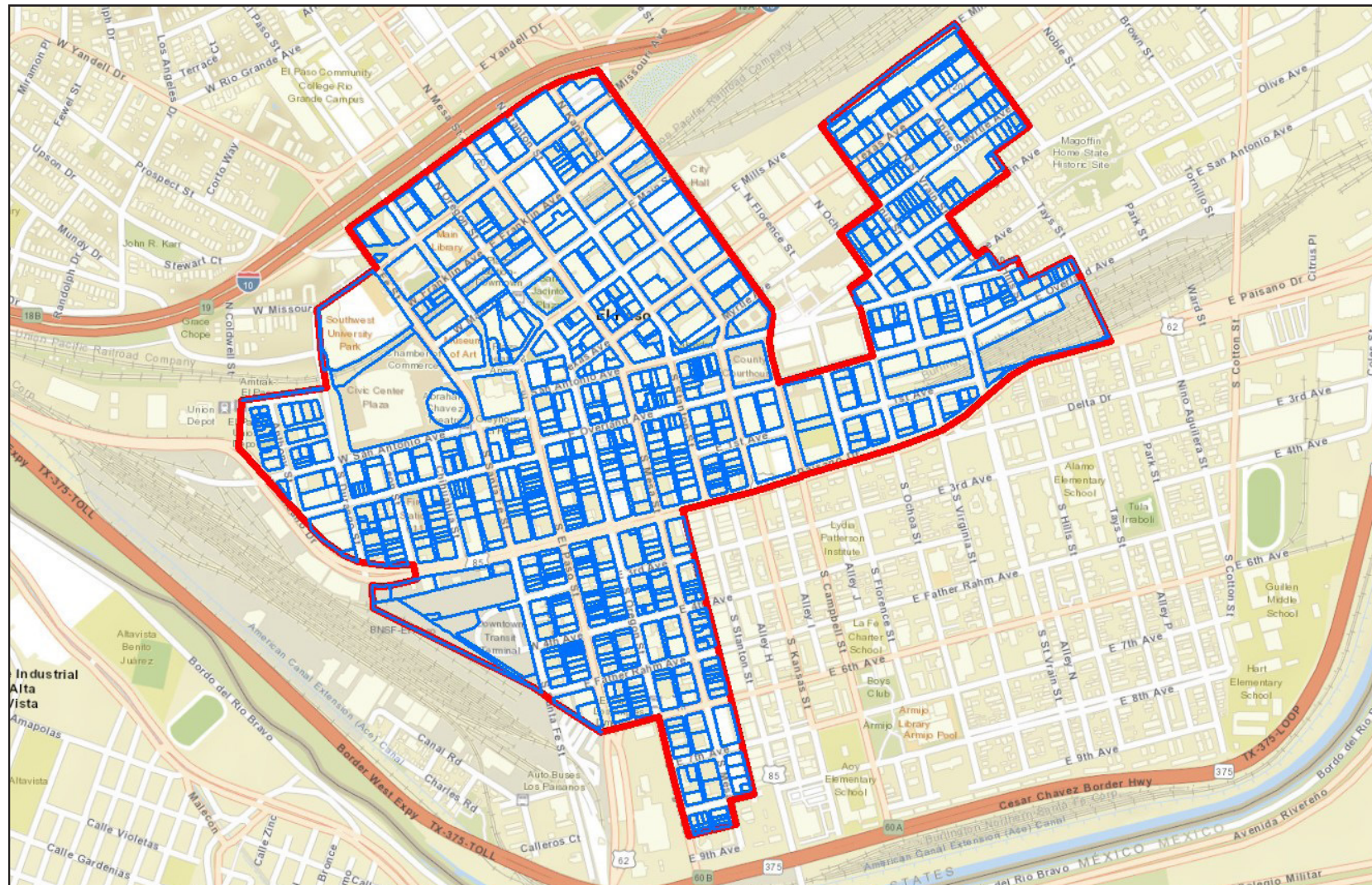
Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership Information

There are currently 680 parcels within Tax Increment Reinvestment Zone #5, some of which are tax exempt, including parcels owned by the City of El Paso. It is the City's desire to have the land developed, facilitated by a direct transfer agreement between the City and a private entity, pursuant to Chapter 272 of the Local Government Code. The estimated 2022 taxable value of the property within the TIRZ is \$326,128,178. The original boundaries of TIRZ #5 have a 2006 base year. As the TIRZ was expanded, the base years for the expanded areas was the year in which it was added to the TIRZ (2007, 2012, and 2013). The combined base value is \$209,228,387. The 2023 taxable values will need to be verified with the El Paso Central Appraisal District.

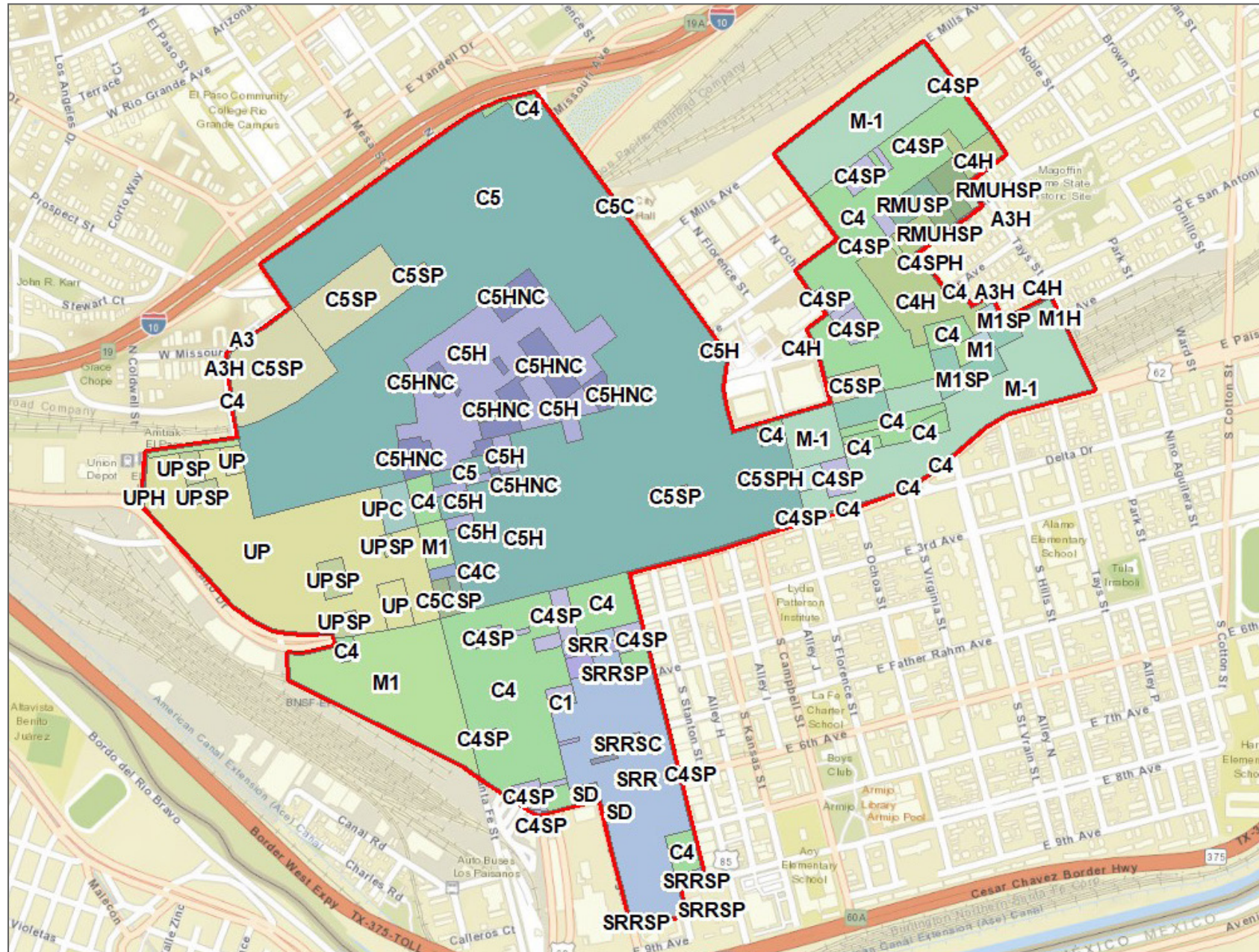
For further details of parcels included within the TIRZ see **Appendix A**.



Zoning

The zoning for the property within the TIRZ can be seen in the map below. The majority of the land within the TIRZ is zoned as Regional Commercial Districts (C-4: Commercial District, C-5: Central Business District). There are also portions of the zone zoned as “SRR” Special Residential Revitalization District and “U-P” Union Plaza District. The special residential revitalization district (SRR) is established in recognition that developments containing both residential and commercial uses can create an appealing and vital urban environment when carefully designed. The SRR district allows for mixing residential environments with workplaces and services. The purposes of the Union Plaza District are: (1) to create a unique mixed-use environment with the provision of standards and guidelines designed to encourage the preservation of existing building architecture; (2) to ensure that reconstruction of existing buildings or new construction projects is consistent with the architectural and design guidelines adopted for the Union Plaza District; and (3) to encourage a variety of commercial and residential uses that coexist in a mixed-use area.

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of El Paso zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



Proposed Development

Anticipated Development

The table below provides an overview of the potential development that could occur within the TIRZ, along with estimated dates of when the development construction would be completed. The development projections listed below do not represent the potential of the entire TIRZ, and are not meant to limit potential development that could generate revenue for the TIRZ. It is anticipated that the projections will be updated in the future to reflect the then current market trends and taking into account the future performance of any catalyst development. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Square Feet/Units	Projected Completion Date	Taxable Value PSF/Unit	Incremental Value
Multifamily	150	2025	\$150,000	\$22,500,000
Hotel	250	2025	\$125,000	\$31,250,000
Multifamily	290	2026	\$150,000	\$43,500,000
Multifamily	210	2028	\$150,000	\$31,500,000
Multifamily	100	2028	\$150,000	\$15,000,000
Retail	50,000	2028	\$250	\$12,500,000
Multifamily	56	2032	\$150,000	\$8,400,000
Multifamily	70	2032	\$150,000	\$10,500,000
Retail	2,000	2032	\$250	\$500,000
TOTAL				\$175,650,000

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #5 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #5		
Water Facilities and Improvements	\$ 3,622,061	7.5%
Sanitary Sewer Facilities and Improvements	\$ 4,829,415	10.0%
Storm Water Facilities and Improvements	\$ 2,414,707	5.0%
Transit/Parking Improvements	\$ 7,244,122	15.0%
Street and Intersection Improvements	\$ 7,244,122	15.0%
Open Space, Park and Recreation Facilities and Improvements	\$ 2,414,707	5.0%
Economic Development Grants	\$ 19,317,660	40.0%
Administrative Costs	\$ 1,207,354	2.5%
Total	\$ 48,294,149	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. Economic development grants shall be used to promote state or local economic development and to stimulate business and commercial activity.

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

It is anticipated that the individual TIRZ project cost allocations will be evaluated on a case by case basis, consistent with the categories listed above, and brought forward to the TIRZ board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Method of Financing

To fund the public improvements outlined on the previous page, the City of El Paso will contribute 100% of the real property increment within the zone generated from the City tax rate.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages and the anticipated taxable value per square foot can be found on Page 7.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax		Participation	
City of El Paso	0.86239800	100%	0.8623980
El Paso County	0.42628900	0%	0.0000000
EPCC	0.12261100	0%	0.0000000
University Medical	0.23515300	0%	0.0000000
El Paso ISD	1.31370000	0%	0.0000000
	2.96015100		0.8623980

Personal Property Tax		Participation	
City of El Paso	0.86239800	0%	0.0000000
El Paso County	0.42628900	0%	0.0000000
EPCC	0.12261100	0%	0.0000000
University Medical	0.23515300	0%	0.0000000
El Paso ISD	1.31370000	0%	0.0000000
	2.96015100		0.0000000

Sales Tax Rates		Participation	
City Sales Tax Rate	0.0100000	0.00%	0.0000000
County of El Paso	0.0050000	0.00%	0.0000000
City Mass Transit	0.0050000	0.00%	0.0000000
State Sales Tax Rate	0.0625000	0.00%	0.0000000
	0.0825000		0.0000000

INPUT & OUTPUT

INPUT

INFLATION RATE	3.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of El Paso	0.86239800	100.00%	0.8623980
El Paso County	0.42628900	0.00%	0.0000000
EPCC	0.12261100	0.00%	0.0000000
University Medical	0.23515300	0.00%	0.0000000
El Paso ISD	1.31370000	0.00%	0.0000000
	2.96015100		0.8623980

PERSONAL PROPERTY TAX		PARTICIPATION	
City of El Paso	0.86239800	0%	0.0000000
El Paso County	0.42628900	0%	0.0000000
EPCC	0.12261100	0%	0.0000000
University Medical	0.23515300	0%	0.0000000
El Paso ISD	1.31370000	0%	0.0000000
	2.96015100		0.0000000

City Sales Tax Rate	0.0100000	0.00%	0.0000000
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Assumptions	Year	AREA SF	REAL PROPERTY		PERSONAL PROPERTY		SALES	
			\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
Multifamily	2025	150	\$ 150,000.00	\$ 22,500,000	\$ -	\$ -	\$ -	\$ -
Hotel	2025	250	\$ 125,000.00	\$ 31,250,000	\$ -	\$ -	\$ -	\$ -
Multifamily	2026	290	\$ 150,000.00	\$ 43,500,000	\$ -	\$ -	\$ -	\$ -
Multifamily	2028	210	\$ 150,000.00	\$ 31,500,000	\$ -	\$ -	\$ -	\$ -
Multifamily	2028	100	\$ 150,000.00	\$ 15,000,000	\$ -	\$ -	\$ -	\$ -
Retail	2028	50,000	\$ 250.00	\$ 12,500,000	\$ 15.00	\$ 750,000	\$ 250.00	\$ 12,500,000
Multifamily	2032	56	\$ 150,000.00	\$ 8,400,000	\$ -	\$ -	\$ -	\$ -
Multifamily	2032	70	\$ 150,000.00	\$ 10,500,000	\$ -	\$ -	\$ -	\$ -
Retail	2032	2,000	\$ 250.00	\$ 500,000	\$ 15.00	\$ 30,000	\$ 250.00	\$ 500,000
TOTAL				175,650,000		780,000		13,000,000

OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES			
City of El Paso	31.1%	\$ 15,324,723	=	\$ 13,899,240	+	\$ 70,131	+	\$ 1,355,352
El Paso County	14.0%	\$ 6,905,152	=	\$ 6,870,486	+	\$ 34,666	+	\$ -
EPCC	4.0%	\$ 1,986,088	=	\$ 1,976,117	+	\$ 9,971	+	\$ -
University Medical	7.7%	\$ 3,809,076	=	\$ 3,789,953	+	\$ 19,123	+	\$ -
El Paso ISD	43.2%	\$ 21,279,692	=	\$ 21,172,860	+	\$ 106,832	+	\$ -
TOTAL		49,304,731		\$ 47,708,657		\$ 240,723		\$ 1,355,352

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES	
City of El Paso	100.0%	\$ 13,899,240	=	\$ 13,899,240	+	\$ -
El Paso County	0.0%	\$ -	=	\$ -	+	\$ -
EPCC	0.0%	\$ -	=	\$ -	+	\$ -
University Medical	0.0%	\$ -	=	\$ -	+	\$ -
El Paso ISD	0.0%	\$ -	=	\$ -	+	\$ -
100.0%		\$ 13,899,240		\$ 13,899,240		\$ -

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES			
City of El Paso	4.0%	\$ 1,425,483	=	\$ -	+	\$ 70,131	+	\$ 1,355,352
El Paso County	19.5%	\$ 6,905,152	=	\$ 6,870,486	+	\$ 34,666	+	\$ -
EPCC	5.6%	\$ 1,986,088	=	\$ 1,976,117	+	\$ 9,971	+	\$ -
University Medical	10.8%	\$ 3,809,076	=	\$ 3,789,953	+	\$ 19,123	+	\$ -
El Paso ISD	60.1%	\$ 21,279,692	=	\$ 21,172,860	+	\$ 106,832	+	\$ -
	100.0%	\$ 35,405,491		\$ 33,809,417		\$ 240,723		\$ 1,355,352

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13
TOTAL TAX REVENUE															
REAL PROPERTY		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Multifamily	Taxable Value Per Unit	150,000	154,500	159,135	163,909	168,826	173,891	179,108	184,481	190,016	195,716	201,587	207,635	213,864	220,280
	Cumulative Units	-	-	-	24,586,358	74,283,581	76,512,089	134,320,883	138,360,810	142,511,634	146,786,983	176,590,612	181,888,331	187,344,891	192,965,330
	TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hotel	Taxable Value Per Unit	125,000	128,750	132,613	136,591	140,689	144,909	149,257	153,734	158,346	163,097	167,990	173,029	178,220	183,567
	Cumulative Units	-	-	-	250	250	250	250	250	250	250	250	250	250	250
	TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail	Taxable Value Per SF	250	258	265	273	281	290	299	307	317	326	336	346	356	367
	Cumulative SF	-	-	-	-	-	-	50,000	50,000	50,000	50,000	52,000	52,000	52,000	52,000
	TAXABLE VALUE	-	-	-	-	-	-	14,925,654	15,373,423	15,834,626	16,309,665	17,470,913	17,995,040	18,534,892	19,090,938
REAL PROPERTY	Cumulative Taxable Value	-	-	-	24,586,358	74,283,581	76,512,089	149,256,537	153,734,233	158,346,260	163,096,648	194,061,525	199,883,371	205,879,872	212,056,268
City of El Paso		-	-	-	212,032	640,620	659,839	1,287,185	1,325,801	1,365,575	1,406,542	1,673,583	1,723,790	1,775,504	1,828,769
El Paso County		-	-	-	104,809	316,663	326,163	636,264	655,352	675,013	695,263	827,263	852,081	877,643	903,973
EPCC		-	-	-	30,146	91,080	93,812	183,005	188,495	194,150	199,974	237,941	245,079	252,431	260,004
University Medical		-	-	-	57,816	174,680	179,920	350,981	361,511	372,356	383,527	456,341	470,032	484,133	498,657
El Paso ISD		-	-	-	322,991	975,863	1,005,139	1,960,783	2,019,607	2,080,195	2,142,601	2,549,386	2,625,868	2,704,644	2,785,783
Total		-	-	-	727,793	2,198,906	2,264,873	4,418,219	4,550,765	4,687,288	4,827,907	5,744,514	5,916,850	6,094,355	6,277,186
PERSONAL PROPERTY		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Retail	Taxable Value Per SF	15	15	16	16	17	17	18	18	19	20	20	21	21	22
	Cumulative SF	-	-	-	-	-	-	50,000	50,000	50,000	50,000	52,000	52,000	52,000	52,000
	TAXABLE VALUE	-	-	-	-	-	-	895,539	922,405	950,078	978,580	1,048,255	1,079,702	1,112,093	1,145,456
PERSONAL PROPERTY	Cumulative Taxable Value	-	-	-	-	-	-	895,539	922,405	950,078	978,580	1,048,255	1,079,702	1,112,093	1,145,456
City of El Paso		-	-	-	-	-	-	7,723	7,955	8,193	8,439	9,040	9,311	9,591	9,878
El Paso County		-	-	-	-	-	-	3,818	3,932	4,050	4,172	4,469	4,603	4,741	4,883
EPCC		-	-	-	-	-	-	1,098	1,131	1,165	1,200	1,285	1,324	1,364	1,404
University Medical		-	-	-	-	-	-	2,106	2,169	2,234	2,301	2,465	2,539	2,615	2,694
El Paso ISD		-	-	-	-	-	-	11,765	12,118	12,481	12,856	13,771	14,184	14,610	15,048
Total		-	-	-	-	-	-	26,509	27,305	28,124	28,967	31,030	31,961	32,920	33,907
SALES TAX		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Retail	Taxable Value Per SF	250	258	265	273	281	290	299	307	317	326	336	346	356	367
	Cumulative SF	-	-	-	-	-	-	50,000	50,000	50,000	50,000	52,000	52,000	52,000	52,000
	TAXABLE VALUE	-	-	-	-	-	-	14,925,654	15,373,423	15,834,626	16,309,665	17,470,913	17,995,040	18,534,892	19,090,938
SALES TAX	Cumulative Taxable Value	-	-	-	-	-	-	14,925,654	15,373,423	15,834,626	16,309,665	17,470,913	17,995,040	18,534,892	19,090,938
Total		-	-	-	-	-	-	149,257	153,734	158,346	163,097	174,709	179,950	185,349	190,909
SUMMARY		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
City of El Paso		-	-	-	212,032	640,620	659,839	1,444,165	1,487,490	1,532,115	1,578,078	1,857,332	1,913,052	1,970,443	2,029,557
El Paso County		-	-	-	104,809	316,663	326,163	640,082	659,284	679,063	699,435	831,732	856,683	882,384	908,855
EPCC		-	-	-	30,146	91,080	93,812	184,103	189,626	195,315	201,174	239,226	246,403	253,795	261,409
University Medical		-	-	-	57,816	174,680	179,920	353,087	363,680	374,590	385,828	458,807	472,571	486,748	501,350
El Paso ISD		-	-	-	322,991	975,863	1,005,139	1,972,548	2,031,724	2,092,676	2,155,456	2,563,157	2,640,052	2,719,253	2,800,831
Total		-	-	-	727,793	2,198,906	2,264,873	4,593,985	4,731,804	4,873,758	5,019,971	5,950,253	6,128,761	6,312,624	6,502,002
PARTICIPATION															
REAL PROPERTY	Taxable Value	-	-	-	24,586,358	74,283,581	76,512,089	149,256,537	153,734,233	158,346,260	163,096,648	194,061,525	199,883,371	205,879,872	212,056,268
City of El Paso		-	-	-	212,032	640,620	659,839	1,287,185	1,325,801	1,365,575	1,406,542	1,673,583	1,723,790	1,775,504	1,828,769
El Paso County		-	-	-	-	-	-	-	-	-	-	-	-	-	-
EPCC		-	-	-	-	-	-	-	-	-	-	-	-	-	-
University Medical		-	-	-	-	-	-	-	-	-	-	-	-	-	-
El Paso ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	212,032	640,620	659,839	1,287,185	1,325,801	1,365,575	1,406,542	1,673,583	1,723,790	1,775,504	1,828,769
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	895,539	922,405	950,078	978,580	1,048,255	1,079,702	1,112,093	1,145,456
City of El Paso		-	-	-	-	-	-	-	-	-	-	-	-	-	-
El Paso County		-	-	-	-	-	-	-	-	-	-	-	-	-	-
EPCC		-	-	-	-	-	-	-	-	-	-	-	-	-	-
University Medical		-	-	-	-	-	-	-	-	-	-	-	-	-	-
El Paso ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	14,925,654	15,373,423	15,834,626	16,309,665	17,470,913	17,995,040	18,534,892	19,090,938
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY		-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of El Paso		-	-	-	212,032	640,620	659,839	1,287,185	1,325,801	1,365,575	1,406,542	1,673,583	1,723,790	1,775,504	1,828,769
El Paso County		-	-	-	-	-	-	-	-	-	-	-	-	-	-
EPCC		-	-	-	-	-	-	-	-	-	-	-	-	-	-
University Medical		-	-	-	-	-	-	-	-	-	-	-	-	-	-
El Paso ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	212,032	640,620	659,839	1,287,185	1,325,801	1,365,575	1,406,542	1,673,583	1,723,790	1,775,504	1,828,769
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT															
SUMMARY		-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of El Paso		-	-	-	-	-	-	156,980	161,689	166,540	171,536	183,749	189,262	194,940	200,788
El Paso County		-	-	-	104,809	316,663	326,163	640,082	659,284	679,063	699,435	831,732	856,683	882,384	908,855
EPCC		-	-	-	30,146	93,812	93,812	184,103	189,626	195,315	201,174	239,226	246,403	253,795	261,409
University Medical		-	-	-	57,816	174,680	179,920	353,087	363,680	374,590	385,828	458,807	472,571	486,748	501,350
El Paso ISD		-	-	-	322,991	975,863	1,005,139	1,972,548	2,031,724	2,092,676	2,155,456	2,563,157	2,640,052	2,719,253	2,800,831
Total		-	-	-	515,761	1,558,286	1,605,035	3,306,799	3,406,003	3,508,183	3,613,429	4,276,671	4,404,971	4,537,120	4,673,233

HOT Generated															
Revenue Year	0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	
Hotel Rooms	0	0	0	250	250	250	250	250	250	250	250	250	250	250	
Occupancy	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
Hotel Occupancy Tax															
# of Available Rooms	-	-	-	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	
# of Occupied Rooms	0	0	0	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	
Average Daily Rate	\$ -	\$ 150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36	\$ 165.61	\$ 168.92	\$ 172.30	\$ 175.75	\$ 179.26	\$ 182.85	\$ 186.51	\$ 190.24	
Annual Taxable Revenue	\$ -	\$ -	\$ -	\$ 9,968,333	\$ 10,167,699	\$ 10,371,053	\$ 10,578,474	\$ 10,790,044	\$ 11,005,845	\$ 11,225,961	\$ 11,450,481	\$ 11,679,490	\$ 11,913,080	\$ 12,151,342	
City Tax Rate	9%	\$ -	\$ -	\$ -	\$ 897,150	\$ 915,093	\$ 933,395	\$ 952,063	\$ 971,104	\$ 990,526	\$ 1,010,337	\$ 1,030,543	\$ 1,051,154	\$ 1,072,177	\$ 1,093,621
State Tax Rate	6%	\$ -	\$ -	\$ -	\$ 598,100	\$ 610,062	\$ 622,263	\$ 634,708	\$ 647,403	\$ 660,351	\$ 673,558	\$ 687,029	\$ 700,769	\$ 714,785	\$ 729,081
	\$ -	\$ -	\$ -	\$ 1,495,250	\$ 1,525,155	\$ 1,555,658	\$ 1,586,771	\$ 1,618,507	\$ 1,650,877	\$ 1,683,894	\$ 1,717,572	\$ 1,751,924	\$ 1,786,962	\$ 1,822,701	\$18,195,270

Financial Feasibility Analysis - Projected TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH										3.00%																							
DISCOUNT RATE										6.00%																							
										REAL PROPERTY TAX																							
City of El Paso	0.8623980	100.00%	0.8623980							City of El Paso	0.8623980	0%	0.0000000																				
El Paso County	0.4262890	0.00%	0.0000000							El Paso County	0.4262890	0%	0.0000000																				
EPCC	0.1226110	0.00%	0.0000000							EPCC	0.1226110	0%	0.0000000																				
University Medical	0.2351530	0.00%	0.0000000							University Medical	0.2351530	0%	0.0000000																				
El Paso ISD	1.3137000	0.00%	0.0000000							El Paso ISD	1.3137000	0%	0.0000000																				
	2.9601510		0.8623980								2.9601510		0.0000000																				
										BUSINESS PERSONAL PROPERTY TAX																							
City of El Paso	0.8623980	0%	0.0000000							City of El Paso	0.8623980	0%	0.0000000																				
El Paso County	0.4262890	0%	0.0000000							El Paso County	0.4262890	0%	0.0000000																				
EPCC	0.1226110	0%	0.0000000							EPCC	0.1226110	0%	0.0000000																				
University Medical	0.2351530	0%	0.0000000							University Medical	0.2351530	0%	0.0000000																				
El Paso ISD	1.3137000	0%	0.0000000							El Paso ISD	1.3137000	0%	0.0000000																				
	2.9601510		0.0000000								2.9601510		0.0000000																				
										SALES TAX																							
City Sales Tax Rate	0.0100000	0.00%	0.0000000							City Sales Tax Rate	0.0100000	0.00%	0.0000000																				
State Sales Tax Rate	0.0625000	0.00%	0.0000000							State Sales Tax Rate	0.0625000	0.00%	0.0000000																				
										HOT																							
0.07	0.00%	0								0.07	0.00%	0	City HOT																				
0.06	0.00%	0								0.06	0.00%	0	State HOT																				
TAX YEAR	BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS	
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036		
BASE YEAR	CREATION	EXPANSION 1&2					EXPANSION 3	EXPANSION 4																									
City of El Paso	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387			
El Paso County	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387			
EPCC	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387			
University Medical	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387			
El Paso ISD	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387			
TAXABLE VALUE																																	
City of El Paso							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
El Paso County							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
EPCC							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
University Medical							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
El Paso ISD							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
TAXABLE VALUE INCREMENT																																	
City of El Paso							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
El Paso County							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
EPCC							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
University Medical							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
El Paso ISD							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
REVENUE A		0.69667700	0.67232600	0.67109700	0.63300000	0.63300000	0.65370000	0.65840400	0.65840400	0.67837800	0.69978400	0.72972500	0.75965600	0.80343300	0.84333200	0.90730100	0.90730100	0.90730100	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800			
TAXABLE VALUE GROWTH																																	
City of El Paso		111,520	261,177	308,921	268,465	332,431	628,010	467,077	437,329	529,357	628,587	712,559	805,651	872,780	1,370,925	1,363,481	1,060,633	1,092,517	1,179,424	1,268,938	1,361,138	1,456,103	1,553,918	1,654,667	1,758,438	1,865,323	1,975,414	2,088,808	2,205,604	2,325,903	2,449,812	34,394,909	City of El Paso
El Paso County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of El Paso
EPCC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of El Paso
University Medical		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of El Paso
El Paso ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of El Paso
		111,520	261,177	308,921	268,465	332,431	628,010	467,077	437,329	529,357	628,587	712,559	805,651	872,780	1,370,925	1,363,481	1,060,633	1,092,517	1,179,424	1,268,938	1,361,138	1,456,103	1,553,918	1,654,667	1,758,438	1,865,323	1,975,414	2,088,808	2,205,604	2,325,903	2,449,812	34,394,909	City of El Paso
TIRZ #5	REVENUE 1																																
REAL PROPERTY TAX		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

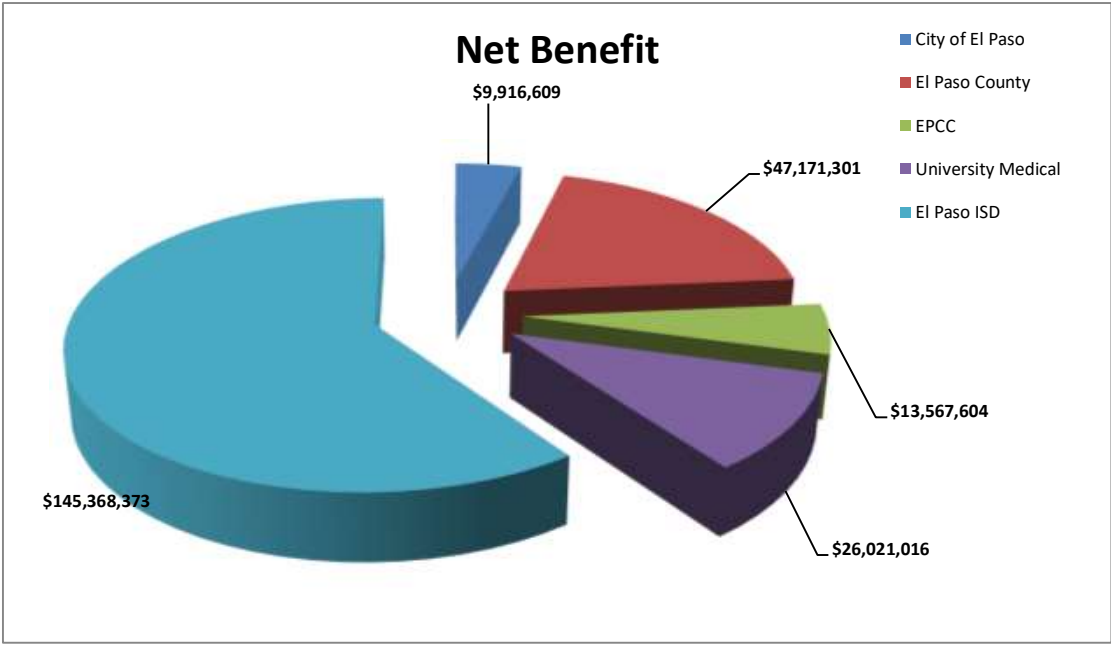
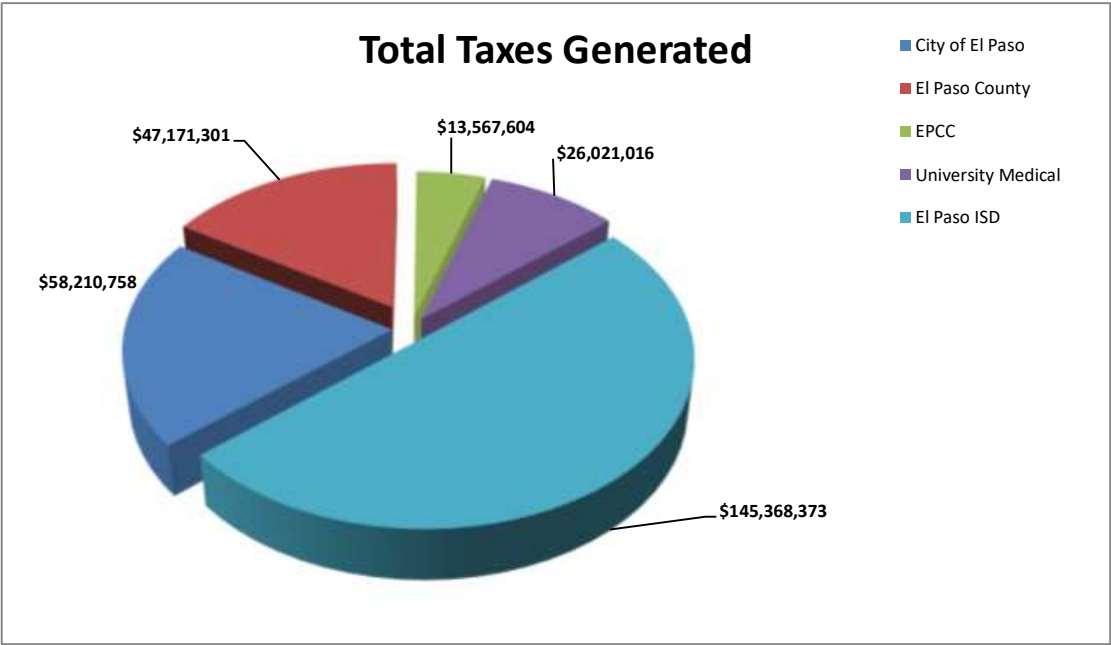
Financial Feasibility Analysis - 100% Projected Tax Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

[illegible]

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Total Net Benefit
City of El Paso	\$58,210,758	\$48,294,149	\$9,916,609
El Paso County	\$47,171,301	\$0	\$47,171,301
EPCC	\$13,567,604	\$0	\$13,567,604
University Medical	\$26,021,016	\$0	\$26,021,016
El Paso ISD	\$145,368,373	\$0	\$145,368,373
Total	\$290,339,053	\$48,294,149	\$242,044,904





Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #5 in Years:

The TIRZ has a 30-year term and is scheduled to end on December 31, 2036 (with the final year’s tax increment to be collected by September 1, 2037).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone’s project and financing plan.

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
10339	8 MILLS ALL OF BLK INC CLSD ALY EXC LAND OWNED BY RR(14592.38SQFT)BUT INC AIR RIGHTS OVER LAND OWNED BY RR	MILLS PROPERTIES VI LP	215	MAIN	ST	
10871	23 MILLS 60 FT ON STANTON X 120 FT ON FRANKLIN SWC (7200 SQ FT)	NEBHAN JOSEPH M	500	STANTON	ST	
12040	135 CAMPBELL 5 & N 14.00 FT OF 4 (4800.00 SQ FT)	AIDAVA PROPERTIES LLC SERIES B - 413 S MESA	413	MESA	ST	
13312	17 MILLS SWLY PT OF BLK (175.10 FT ON SWLY - 56.25 FT ON NWLY IRREG ON NELY - 68.14 FT ON SELY) (11868.98 SQ FT)	CITY OF EL PASO	109	SAN FRANCISCO	AVE	EX-XV
13463	135 CAMPBELL E 44.25 FT OF 12 & E 44.25 FT OF S 2 FT OF 11 (1239.00 SQ FT)	YI SANTOSCOY REAL ESTATE LLC	210	PAISANO	DR	
14570	200 CAMPBELL 17 TO 20 (12480 SQ FT)	CITY OF EL PASO	216	FLORENCE	ST	EX-XV
14609	1 MILLS 3 & 4 & PT OF 20.00 FT ALLEY BTW (22590.00 SQ FT)	MILLS PLAZA PARKING LP	417	OREGON	ST	
14806	45 MILLS 268.50 FT ON LEON X 120 FT ON OVERLAND (32220.00 SQ FT)	CITY OF EL PASO		LEON	ST	EX-XV
15964	36 MILLS 52 FT ON STANTON X 120 FT BEG 208 FT N OF SEC	THE JOHN R ELLIS TRUST & 3	301	STANTON	ST	
18628	34 MILLS 25.1667 FT ON OVERLAND X 115.21 FT BEG 83.02 FT W OF NEC (2894 SQ FT)	KIMMELMAN POLA & KARCHMER DEBORAH S K	116	OVERLAND	AVE	
19334	204 CAMPBELL 81 FT ON OVERLAND X 90 FT BEG 130 FT E OF SWC (4 & E 16 FT OF 5 IN 79 MAGOFFIN) (10980 SQ FT)	ECONOMY CASH & CARRY INC	1015	OVERLAND	AVE	
19718	247 CAMPBELL 11 TO 13 & N 17.00 FT OF 14 (11400.00 SQ FT)	EL PASO 614 NORTH MESA LLC	614	MESA	ST	
20289	45 MILLS 35.333 FT ON CHIHUAHUA X 120 FT BEG 268 FT S OF NEC (4240 SQ FT)	323 CHIHUAHUA LLC	323	CHIHUAHUA	ST	
20473	149 CAMPBELL 9 & 10 (6240 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	301	KANSAS	ST	
21334	5 1/2 MILLS 47.5 FT ON TEXAS X 86.667 FT ON MESA & SLY 8 FT X 54 FT NEC (4430.05 SQ FT)	URBAN LION LLC	115	MESA	ST	
21750	88 CAMPBELL 5 & N 9 FT OF 4 (4200 SQ FT)	SALOM GEORGE E FAMILY LMTD PRTSHP	713	OREGON	ST	
21810	36 MILLS 41 FT ON OVERLAND & 86.67 FT ON STANTON NEC 3553.47 SQ FT	LUHANSK EP LLC	320	OVERLAND	AVE	
21846	117 CAMPBELL LOT 14	510 SOUTH OREGON LLC	510	OREGON	ST	EX-XU
22912	146 CAMPBELL 17 & 18 & N PT OF 19 (120 FT ON N - 59.95 FT ON E - 120.30 FT ON S - 67.60 FT ON W) (7652 SQ FT)	ORO INVESTMENTS LLC	701	PAISANO	DR	
23120	1 FRANKLIN HEIGHTS N 87.5 FT OF 15 & 16	CITY OF EL PASO	1030	MYRTLE	AVE	EX-XV
24426	19 MILLS ALL OF BLK & ALL OF BLK 8 OF HART (67600 SQ FT)	CITY OF EL PASO		CLEVELAND	AVE	EX-XV
24550	86 CAMPBELL LOT 14 (3120 SQ FT)	ATIENZO BONIFACIO	708 1/2	MESA	ST	HS
26543	24 MILLS 80 FT ON SAN ANTONIO X 130 FT ON STANTON NEC (10400 SQ FT)	MJCP LLC	324	SAN ANTONIO	AVE	
26801	80 MAGOFFIN 1 & E 15 FT OF 2 (3601.80 SQ FT)	NORTHINTON-GEASON VALERIE	1127	OVERLAND	AVE	
28669	35 MILLS 94.88 FT ON MESA X 120 FT BEG 260 FT S OF NEC (11386 SQ FT)	CASTILLO SAMUEL O & HILDA O	225	MESA	ST	
28777	33 MILLS 20.333 FT ON EL PASO X 134 FT BEG 191.15 FT S OF NEC	TEX SANTA FE LLC	319	EL PASO	ST	
29116	118 CAMPBELL N 9 FT OF 4 S & 6 & S 9 FT OF 7 (8400.00 SQ FT)	BERG INVESTMENT CO	509	OREGON	ST	
30548	9 MILLS S 111.85 FT OF BLK (29081 SQ FT)	FEDERAL RESERVE BANK	301	MAIN	DR	
32188	144 CAMPBELL W 59 FT OF 8 TO 10 (4602 SQ FT)	SISU ENVIRON DEVELOPMENT LLC	910	1ST	AVE	
32285	7 MILLS PT OF BLK BEG 73.5 FT S OF NWC (27.56 FT ON ST- 60 FT ON N- 24.50 FT ON E-IRREG ON S)	GUILLEN GILBERT	404	DURANGO	ST	
32699	149 CAMPBELL 1 TO 4 (12480 SQ FT)	SAL REAL ESTATE LLC	425	PAISANO	DR	
33007	212 CAMPBELL 1 TO 5 (15600 SQ FT)	LUCIANO DON	801	OLIVE	AVE	
33179	1 FRANKLIN HEIGHTS 12 & N 70 FT OF W 16 FT OF 13 & S 50 FT OF W 9 FT OF 13 (4570 SQ FT)	EP SHARP INVESTMENTS LLC	1024	MYRTLE	AVE	
33912	24 MILLS 40 FT ON SAN ANTONIO X 96 FT BEG 80 FT E OF NWC & 20 FT X 96.667 FT ADJ ON E (5800 SQ FT)	MARCUS REAL ESTATE LIMITED PARTNER	308	SAN ANTONIO	AVE	
34145	36 MILLS 42.00 FT ON STANTON X 120.00 FT BEG 198.00 FT S OF NEC (5040.00 SQ FT)	DOWNTOWN SHALOM LLC	217	STANTON	ST	
34314	102 CAMPBELL 11 TO 20 (31200.00 SQ FT)	CATHOLIC DIOCESE OF EL PASO	602	OREGON	ST	EX-XV
34782	118 CAMPBELL 11 & N 9.55 FT OF 12 & 70 FT BTW BLKS 118 & 134 (12666 SQ FT)	JABALIE VIRGINIA & MARY L	526	EL PASO	ST	
35181	171 CAMPBELL E 1/2 OF 10 & 11 (2544 SQ FT)	CITY OF EL PASO	600	SAN FRANCISCO	AVE	EX-XV
35544	144 CAMPBELL PT OF 16 & 17 (120 FT ON N 0.04 FT ON E 127.42 FT ON S 41.47 FT ON W) (2488 SQ FT)	PEREZ FRANK	314	VIRGINIA	ST	
36543	133 CAMPBELL N PT OF 5 & S 20.00 FT OF 6 (40.29 FT ON W-134.00 FT ON N-40.65 FT ONE-IRREG ON S) (5426.00 FT)	TCHONG KHI TCHIENG & CHONG LIENG TA	511	EL PASO	ST	
36706	44 MILLS ALL OF BLK (55776 SQ FT)	U S DEPARTMENT OF JUSTICE				EX-XV
36841	35 MILLS 27.125 FT ON OREGON X 120 FT BEG 187 FT S OF NWC (3255 SQ FT)	VERCHEL PROPERTIES LLC	216	OREGON	ST	
37284	23 MILLS 35 FT ON STANTON X 120 FT BEG 95 FT OF SWC (4200 SQ FT)	KEMP JOHN P JR	508 1/2	STANTON	ST	
37739	103 CAMPBELL 12 & W 65 FT OF 11 (4810.00 SQ FT)	DELGADO CORINA M	600	MESA	ST	
37810	118 CAMPBELL 20 & S 16.50 FT OF 19 (5100 SQ FT)	EL PASO SHOPPING DISTRICT LLC	618	EL PASO	ST	
38544	15 MILLS 51 FT ON EL PASO X 134 FT ON W SAN ANTONIO NEC (6834 SQ FT)	SW T-BIRD LTD	201	EL PASO	ST	
40697	222 CAMPBELL 14 & 15 E 3.5 FT OF 16 (6660 SQ FT)	AVENIDA TEXAS LLC	810	TEXAS	AVE	
41513	149 CAMPBELL 7 & 8 (6240 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	307	KANSAS	ST	
43062	7 MILLS 40.05 FT ON LEON 121.52 FT ON PAISANO 21.32 FT ON W 120 FT ON N (3682 SQ FT)	GOMEZ MARIA D L L M & MARTINEZ ERIKA R	401	PAISANO	DR	
43238	227 CAMPBELL N 104.94 FT OF 11TO13 & 18TO20 W 251/2 FT OF 17 IN BLK 226 ST BTW & STRIP ON N (29522.38 SQ FT) 8	ABRAHAM JEANETTE	220	ST VRAIN	ST	
43366	171 CAMPBELL W 1/2 OF 10 & 11 (2928 SQ FT)	CITY OF EL PASO	608	SAN FRANCISCO	AVE	EX-XV
44196	36 MILLS 104 FT ON STANTON X 120 FT ON PAISANO SEC (12480 SQ FT)	ARG PSELPTX001 LLC	313	STANTON	ST	
44538	246 CAMPBELL 1 TO 9 & 11 TO 20 & S PT OF 10 & ALLEY BTW (66687.81 SQ FT)	PEOPLE OF THE STATE OF TEXAS	301	MISSOURI	AVE	EX-XV
44600	24 MILLS 30 FT ON OVERLAND X 30.333 FT ON MESA SWC (910 SQ FT)	LR MANAGEMENT LLC	124	MESA	ST	
45050	101 CAMPBELL 12 & S 1.00 FT OF 11 & N 8.00 FT OF 13 OF 13 (4200.00 SQ FT)	SALOM ANTHONY & SOLEDAD	702	EL PASO	ST	
45713	14 MILLS NLY 121 FT OF ELY 72 FT & SLY 139 FT OF E 1/2 OF BLK (25392 SQ FT)	LIM-YOON JOINT VENTURE	119	OVERLAND	AVE	
46341	36 MILLS 52 FT ON STANTON X 120 FT BEG 104 FT N OF SEC (6240 SQ FT)	RIVER OAKS PROPERTIES LTD	307	STANTON	ST	
46686	210 CAMPBELL E 1/2 OF BLOCK (14596 SQ FT)	CLEAT JOINT VENTURE	747	SAN ANTONIO	AVE	
46741	32 MILLS 84.17 FT ON SANTA FE X 120 FT BEG 173.333 FT S OF NEC	CITY OF EL PASO	309	SANTA FE	ST	EX-XV
47484	35 MILLS 44 FT ON OVERLAND X 108.5 FT ON ALY & 16 FT X 21.8333 FT ADJ REAR (5123 SQ FT)	LEEDS N K & G INC	210	OVERLAND	AVE	
47625	32 MILLS 195.83 FT ON SANTA FE X 120 FT BEG 50 FT N OF SEC (23500.00 SQ FT)	CITY OF EL PASO	325	SANTA FE	ST	EX-XV
48208	212 CAMPBELL 11 TO 13 (9360 SQ FT)	MISSIONARY SOCIETY OF ST COLUMBAN	816	MAGOFFIN	AVE	EX-XV
48261	119 CAMPBELL 11 TO 13 & N 17 FT OF 14 (11400 SQ FT)	LANGE RAFAEL & CRISTIAN	600	SANTA FE	ST	
48684	216 CAMPBELL E 90 FT OF 16 TO 20 (11700 SF)	EL PASO PARK A LOT LP	709	MAGOFFIN	AVE	
50386	205 CAMPBELL E 60 FT OF 6 & 7 & S 5 FT OF 8	ABOUD RUSSELL M	105	ST VRAIN	ST	
50530	23 MILLS NELY PT OF BLK (120.00 FT ON NWLY - 108.70 FT ON NELY - 120.00 FT ON SELY - 108.70 FT ON SWLY)	REY JAMES R & COLLIE MALINDA D	501	KANSAS	ST	
51465	35 MILLS 46.625 FT ON OREGON X 120 FT BEG 330 FT N OF SWC (5595 SQ FT)	VERCHEL PROPTIES LLC	220	OREGON	ST	
51754	205 CAMPBELL N 1/2 OF 3 & S 19.75 FT OF 4 (3930 SQ FT)	LIANG BINGJIN & SIUFUN	115	ST VRAIN	ST	
51807	117 CAMPBELL 1 & 2 (6240 SQ FT)	JB4 PROP LP	521	MESA	ST	
52044	160 CAMPBELL NE PT OF BLK 180 FT ON SAN ANTONIO X 102 FT ON ANTHONY (18360.00 SQ FT)	3 BALLOONS-518 W SAN ANTONIO LP	518	SAN ANTONIO	AVE	
52216	149 CAMPBELL LOT 6 (3120 SQ FT)	S A L REAL ESTATE LLC	309	KANSAS	ST	
53430	34 MILLS 37 FT ON EL PASO X 120 FT BEG 71 FT N OF SWC	RIVER OAKS PROPERTIES LTD	412	EL PASO	ST	
54371	31 MILLS NW PT OF BLK (120' ON N - 137.4' ON E - IRREG ON S - 140.4' ON W) (16784.80 SQ FT)	LYNX INDUSTRIES LTD	320	SAN ANTONIO	AVE	
54410	6 MILLS 54 FT ON OREGON X 120 FT ON SHELTON NEC	THE BROKER CO	109	OREGON	ST	
54487	21 MILLS 1 TO 10	CHASE BANK OF TEXAS	501	MESA	ST	
55254	118 CAMPBELL S 17 FT OF 17 & N 18 FT OF 18 (4200 SQ FT)	EL PASO SHOPPING DISTRICT LLC	614	EL PASO	ST	
55536	88 CAMPBELL 15 & S 9 FT OF 14 (4200.00 SQ FT)	SALOM ANTHONY & SOLEDAD	810	EL PASO	ST	
55842	222 CAMPBELL 5 79 FT OF 10 & S 79 FT OF E 1/2 OF 9 (3081 SQ FT)	TPGTX LLC	817	MYRTLE	AVE	
57066	33 MILLS 26.333 FT ON EL PASO X 134 FT BEG 109.42 FT S OF NEC (3528 SQ FT)	ADRON PROPERTIES LLC	311	EL PASO	ST	
58544	34 MILLS 34 FT ON EL PASO X 120 FT ON PAISANO SWC	DIVERSAS 426 LLC	426	EL PASO	ST	
58686	10 MILLS 109.75 FT ON MILLS X 130 FT ON STANTON IN SWC OF BLK (14270.26 SQ FT)	MILLS PARKING LLC	301	STANTON	ST	
58921	35 MILLS 25.25 FT ON OVERLAND X 112 FT BEG 94.75 FT E OF NWC (2828 SQ FT)	IEK #2 LP	208	OVERLAND	AVE	
59030	206 CAMPBELL W 24.5 FT OF 11 TO 15 (2940 SQ FT)	ORO INVESTMENTS LLC	800	SAN ANTONIO	AVE	
61760	O CAMPBELL 180.3 FT ON SAN ANTONIO X 193.87 FT ON OLIVE X 71.26 FT ON E (15000.00 SQ FT)	ANNUNCIATION HOUSE INC	1003	SAN ANTONIO	AVE	EX-XV
61776	36 MILLS 26.667 FT ON MESA X 120 FT BEG 303.333 FT N OF SWC (3199 SQ FT)	EL PASO PARK A LOT LP	216 1/2	MESA	ST	
62106	117 CAMPBELL 20 FT OF 19 & 20 BEG 34 FT E OF SWC (1040 SQ FT)	MENDOZA ALICIA & PESQUEIRA GUADALUPE	203	FOURTH	AVE	

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS		EXEMPTIONS
62472	4 MILLS 70 FT ON MILLS X 86.667 FT BEG 50 FT E OF NWC (E 70 FT OF 22) (6067 SQ FT)	204 MILLS PARTNERS LLC	204	MILLS	AVE
62596	152 CAMPBELL 8 TO 16 & PT OF 7 & 17 TO 21 & 23 TO 25 & CLSD ALY & E PT OF 22 (51887 SQ FT)	SOTOAK REALTY LLC	500	OVERLAND	AVE
62742	37 MILLS 39.667 FT ON STANTON X 120 FT ON FIRST SWC (4760.39 SQ FT)	CITY OF EL PASO	220	STANTON	ST
62981	117 CAMPBELL 10 & PT OF 9 (4432 SQ FT)	LESLIE JEFFREY H & MESA STEVE JR	501	MESA	ST
64204	210 CAMPBELL W 1/2 OF BLOCK (7754 SQ FT)	TOLTEC CLUB EP LLC	717	SAN ANTONIO	AVE
64279	215 CAMPBELL 10 & E 6 1/2 OF 9 (3900 SQ FT)	ROTH ANITA & ALLEN L	815	MAGOFFIN	AVE
64729	79 MAGOFFIN N 59.7 FT OF 31 & 32 (3250 SQ FT)	GONZALEZ-CALVO ACQUISITIONS LLC	1018	SAN ANTONIO	AVE
64882	116 CAMPBELL W 75 FT OF 19 & 20 (3900 SQ FT)	LAM JINNY K	301	FOURTH	AVE
66179	4 MILLS 90 FT ON TEXAS X 86.667 FT ON STANTON SEC (7800 SQ FT)	201 STANTON LLC	201	STANTON	ST
66724	80 MAGOFFIN 3 & W 10 FT OF 2 & E 5 FT OF 4 (3646.80 SQ FT)	STOCKER TERESA	1125	OVERLAND	AVE
66807	216 CAMPBELL E 84.5833 FT OF 11 TO 15 (10995 SQ FT)	EL PASO PARK A LOT LP	708	MYRTLE	AVE
69233	215 CAMPBELL 6 & 7 & W 1/2 OF 8 (7800 SQ FT)	ROTH ANITA L	811	MAGOFFIN	AVE
69900	38 MILLS 17.5 FT ON SAN ANTONIO X 130 FT BEG 116.5 FT E OF NWC (2275 SQ FT)	GAMEZ IRMA	410	SAN ANTONIO	AVE
70269	205 CAMPBELL 17 TO 20 & S 16 FT OF 16 (14400 SQ FT)	THE UNITED MEXICAN STATES	114	VIRGINIA	ST
70519	5 MILLS 65' ON MILLSX80' ON OREGON & 59' ON OREGONX110' BEG 80'S OF NWC & 53' ON MESAX95' BEG 80' S OF NEC	MILLS PLAZA PROPERTIES LP	211	MESA	ST
71218	34 MILLS 37 FT ON EL PASO X 120 FT BEG 34 FT N OF SWC	ALTUS FRANK	416	EL PASO	ST
71799	34 MILLS 44 FT ON OREGON X 120 FT BEG 339 FT S OF NEC	LOPEZ MONTSERRAT CH & MARTINEZ LILY C & 1	301	OREGON	ST
72725	88 CAMPBELL N 18 FT OF 3 & S 17 FT OF 4 (4200 SQ FT)	SALOM GEORGE E FAMILY LD PRTSHIP	715	OREGON	ST
73058	25 MILLS 76.5 FT ON CHIHUAHUA X 120 FT ON SAN ANTONIO NWC (9180 SQ FT)	HELLA GROUP LLC	210	SAN ANTONIO	AVE
73954	131 CAMPBELL S 8.5 FT OF W 50 FT OF 20 & PT OF THIRD & LEON STS CLSD ADJ (2683.00 SQ FT)	ONE GAS INC		PAISANO	DR
74723	144 CAMPBELL W PT OF 6 & 7 (42.72 FT ON W 59 FT ON N 15.13 FT ON E 65.26 FT ON SE) (1707 SQ FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B	911	PAISANO	DR
75300	38 MILLS PT OF BLK BEG 117.00 FT NE OF SWC (36.00 FT ON ST- 79.00 FT ON N- IRREG ON E- 130.00 FT ON S) (3680.82 QFT)	UNKNOWN OWNER	108	STANTON	ST
75441	149 CAMPBELL 17 & N 6 FT OF 18 (3840 SQ FT)	NADLER FAMILY LIMITED PARTNERSHIP	312 1/2	STANTON	ST
76130	1 MILLS S 112.2 FT OF E 260 FT OF BLK (29124.40 SQ FT)	MILLS PLAZA PROPERTIES LP	401	OREGON	ST
76306	89 CAMPBELL 1 TO 6 & S 24.67 FT OF 7 (21101 SQ FT)	GSJ-FAM LP	807	EL PASO	ST
76443	88 CAMPBELL ELY 62.20 FT OF (11 TO 13) & ELY 62.20 FT OF NLY 17.0 FT OF 14 (5909.00 SQ FT)	SUNVIEW INC	106	FATHER RAHM	AVE
77002	227 CAMPBELL 9 & 10 (6240 SQ FT)	INTERNATIONAL LAUNDRY SERVICES INC	817	TEXAS	AVE
78147	116 CAMPBELL 11 TO 15 (15600.00 SQ FT)	VIEL ALEXANDER L	502	MESA	ST
79377	18 MILLS 40.5 FT ON FRANKLIN X 78.667 FT BEG 79.5 FT E OF NWC (3186 SQ FT)	PEARSON RAY	214	FRANKLIN	AVE
80113	198 CAMPBELL 1 TO 6 & S 19 FT OF 7 (21000 SQ FT)	CITY OF EL PASO	215	CAMPBELL	ST
80515	33 MILLS 43.333 FT ON EL PASO X 134 FT BEG 43.333 FT S OF NEC	SW T-BIRD LTD	305	EL PASO	ST
81279	7 MILLS 60 FT ON OVERLAND X 120 FT ON LEON SEC (7200 SQ FT)	GUAJARDO ENRIQUE	400	OVERLAND	AVE
81355	149 CAMPBELL LOT 5 (3120 SQ FT)	S A L REAL ESTATE LLC	311	KANSAS	ST
81431	21 MILLS 18 & S 12 FT OF 17 & N 5.25 FT OF 19 (5190 SQ FT)	502 N OREGON LLC	502	OREGON	ST
82218	100 CAMPBELL 14 & 15 & S 18.00 FT OF 13 (8400.00 SQ FT)	SALOM GEORGE E FAMILY LD PRTSHP	708	SANTA FE	ST
82515	36 MILLS 22.9 FT ON OVERLAND X 81.667 FT BEG 37.1 FT E OF NWC (1855 SQ FT)	L R MANAGEMENT LLC	304	OVERLAND	AVE
82838	16 MILLS ALL OF BLOCK & CLSD ALLEY BTWN (75036.2699 SQ FT)	CITY OF EL PASO	10	HENRY TROST	CT
84189	37 MILLS 84 FT ON OVERLAND X 113.333 FT BEG 36 FT W OF NEC (9520 SQ FT)	BELCLAIRE REALTY LTD	418	OVERLAND	AVE
84362	171 CAMPBELL LOT 7 (3120.00 SQ FT)	CITY OF EL PASO	610	COLDWELL	ST
86303	87 CAMPBELL LOT 11 (3120.00 SQ FT)	MILO TX2 LLC	700	OREGON	ST
87305	118 CAMPBELL S 8 FT OF 16 & N 9 FT OF 17 (2040 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	612 1/2	EL PASO	ST
87802	119 CAMPBELL 6 & 7 & N 10 FT OF 5 & S 17.8 FT OF 8 (10693 SQ FT)	SOUTH EL PASO STREET PROPERTIES LLC	605	EL PASO	ST
88005	24 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 90 FT W OF SEC (2600 SQ FT)	CAPLES LAND COMPANY LLC	311 1/2	OVERLAND	AVE
88750	215 CAMPBELL 11 TO 12	OPPORTUNITY CENTER FOR THE HOMELESS	818	MYRTLE	AVE
89537	33 MILLS 181.78 FT ON SANTA FE X 120 FT ON PAISANO SWC OF BLK (21813.78 SQ FT)	LLH & W LLC	378	SANTA FE	ST
89878	35 MILLS 70 FT ON OREGON X 120 FT BEG 190 FT N OF SWC (8400 SQ FT)	MARKS ANN	300	OREGON	ST
90642	222 CAMPBELL 18 TO 20 (9360 SQ FT)	JTC STORES LLC	800	TEXAS	AVE
91683	116 CAMPBELL LOT 16 (3120 SQ FT)	LAM JINNY K	514	MESA	ST
92219	34 MILLS 96.47 FT ON EL PASO X 120 FT BEG 163.53 FT S OF NWC	BURROWS LLOYD A	312	EL PASO	ST
92402	3 FRANKLIN HEIGHTS 23 & 24 (6000 SQ FT)	PEREZ FRANCISCO	1015	TEXAS	AVE
92419	100 CAMPBELL S 14.75 FT OF N 18.75 FT OF 9 (1799.50 SQ FT)	KIM WON T	705	EL PASO	ST
92889	4 MILLS 60 FT ON TEXAS X 86.667 FT ON MESA SWC (W 60 FT OF 24) (5200 SQ FT)	200 EP MESA LLC	200	MESA	ST
92972	215 CAMPBELL 1 TO 3 & W 2 FT OF 4 (9600 SQ FT)	CDA CORTE 1581 401K PLAN	801	MAGOFFIN	AVE
93216	45 MILLS 30.333 FT ON CHIHUAHUA X 120 FT BEG 303.333 FT S OF NEC	CITY OF EL PASO	325	CHIHUAHUA	ST
93782	31 MILLS 120 FT ON SAN ANTONIO X 65 FT ON CHIHUAHUA (7800 SQ FT)	LYNX INDUSTRIES LT		SAN ANTONIO	AVE
95346	24 MILLS 86.67 FT ON STANTON X 60 FT ON OVERLAND SEC (5199.80 SQ FT)	CAPLES LAND COMPANY LLC	119	STANTON	ST
95628	21 MILLS 20 & S 20.75 FT OF 19 (5610 SQ FT)	MARCEP GROUP LLC	500	OREGON	ST
95762	2 MILLS S 1/2 OF BLK INC CLOSED ALLEY (30800 SQ FT)	MILLS PLAZA PARKING III LP	401	MESA	ST
96594	33 MILLS 32.5 FT ON EL PASO X 134 FT BEG 135.75 FT S OF NEC	DRENNAN PROPERTIES LLC	315	EL PASO	ST
96941	45 MILLS 50 FT ON CHIHUAHUA X 120 FT BEG 162 FT S OF NEC	CITY OF EL PASO	315	CHIHUAHUA	ST
97187	215 CAMPBELL 18 & PT OF 17 NWC (2 FT ON S 35 FT ON E 2.25 FT ON S 35 FT ON W) (3190 SQ FT)	ROTH ALLEN L	804	MYRTLE	AVE
97657	171 CAMPBELL LOT 9 (3120.0 SQ FT)	CITY OF EL PASO		ANTHONY	ST
98779	17 MILLS 203 FT ON SAN FRANCISCO - 176.75 FT ON SANTA FE - 266 FT ON MAIN 96.98 FT & 199.928 FT ON EL PASO	CITY OF EL PASO	117	SAN FRANCISCO	AVE
100162	133 CAMPBELL PT OF 4 & 5 BEG 1.41 FT N OF SWC OF 4 (32.47 FT ON W - 134.00 FT ON N-31.20 FT ON E-134.00 FT ON S) (4111.00 SQ FT)	STRATEMEYER MARY L	515	EL PASO	ST
100863	13 MILLS 40.1667 FT ON OREGON X 78 FT ON OVERLAND SWC (3133 SQ FT)	RIVER OAKS PROPERTIES LTD	201	OVERLAND	AVE
101330	35 MILLS 190 FT ON OREGON X 120 FT ON PAISANO SWC (22800.00 SQ FT)	WALGREEN CO	302	OREGON	ST
101520	36 MILLS 50 FT ON MESA X 120 FT BEG 253.333 FT N OF SWC (6000 SQ FT)	EL PASO PARK A LOT LP	218	MESA	ST
101907	120 CAMPBELL ALL OF BLK & PTS OF (BLK 99 & 121) & ADJ ALLYS & CLSD STS BTW(475' ON ST-87.02' ON S-545.93' ON W-IRREG ON N)	EL PASO MASS TRANSIT DEPT BOARD	601	SANTA FE	ST
104373	6 MILLS W 120 FT OF BLK (120 FT ON SAN ANTONIO X 167.67 FT ON EL PASO) (20120.40 SQ FT)	MILLS PLAZA PARKING II LP	104	EL PASO	ST
104585	222 CAMPBELL 8 & W 1/2 OF 9 (4680 SQ FT)	ANNUNCIATION HOUSE INC	815	MYRTLE	AVE
104608	100 CAMPBELL 5 & N 9 FT OF 4 & S 5 FT OF 6 (5360 SQ FT)	BURROLA MANUELA A	711	EL PASO	ST
104928	215 CAMPBELL 19 & 20 (6240 SQ FT)	UTOPIA LLC	800	MYRTLE	AVE
105228	88 CAMPBELL WLY 57.80 FT OF (11 TO 13) & WLY 57.80 FT OF NLY 17.0 FT OF 14 (5491.00 SQ FT)	EP PASEO SOUTH HOLDINGS LLC	800	EL PASO	ST
108332	144 CAMPBELL 11 TO 15 (15600 SQ FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B	300	VIRGINIA	ST
110040	24 MILLS 80 FT ON SAN ANTONIO X 119.17 FT ON MESA & ADJ 23.17 FT X 40 FT NWC	CAPLES LLC	300	SAN ANTONIO	AVE
110335	133 CAMPBELL PT OF 2 & 3 BEG 4.50 FT S OF NWC OF 2 (134.00 FT ON S - 14.35 FT ON W-IRREG ON N -15.60 FT ON E) (1971.00 SQ FT)	THE CHRISTINE KIM LIVING TRUST	521	EL PASO	ST
110936	46 CAMPBELL LOT 6 (3120 SQ FT)	VALENZUELA MARGARITA	1009	MESA	ST
111178	117 CAMPBELL 6 TO 8 & SLY PT OF 9 (11167.00 SQ FT)	HERNANDEZ ARNOLDO	507	MESA	ST
112220	33 MILLS 22.9 FT ON EL PASO X 134 FT BEG 168.25 FT S OF NEC	GAMEZ CELIA T	317	EL PASO	ST
112700	1 FRANKLIN HEIGHTS 22 & 23 6000.00 SQ FT	YANEZ ANNETTE	1015	MAGOFFIN	AVE
113540	172 CAMPBELL ALL OF FR BLK & TRIANGLE (1621 SQ FT) (52277.1 SQ FT)	CITY OF EL PASO	700	SAN FRANCISCO	AVE
113657	103 CAMPBELL E 80 FT OF 18 & E 40 FT OF 19 & 20	ALVARADO STEVEN D	309	FIFTH	AVE
114442	146 CAMPBELL 15 & 16 (6240 SQ FT)	SEPULVEDA LUCILLE (TR)	308	FLORENCE	ST
116006	33 MILLS 142.50 FT ON EL PASO X 134 FT ON PAISANO SEC (0.4419 AC)	L L H & W L L C	423	EL PASO	ST
116258	118 CAMPBELL S 25 FT OF 1 (3000 SQ FT)	THREE SONS PROPERTIES LLC	519	OREGON	ST
116715	46 CAMPBELL FRC LOT 14 EXC RR R/W (HOMESITE) (1274.00 SQ FT)	URIAS JOSE T M & CARDENAS MARIA C	1006	OREGON	ST

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
117113	10 MILLS W 206 FT OF N 1/2 OF BLK (26780 SQ FT)	GAURANGA ENTERPRISES LLC	300	MAIN	DR	
117539	131 CAMPBELL E 45 FT OF 11 TO 14 & W 10 FT OF ADJ ALLEY & 7 TO 9 & S PT OF 10 & PT OF ALLEY & CHIHUAHUAST CLSD & (12 TO 14 & S 2 FT OF 11 BLK 132) (30000.0	GOLDCROSS PROPERTIES	310	PAISANO	DR	
117682	87 CAMPBELL 1 TO 3 (9360 SQ FT)	HENDERSON BABY CLINIC	721	MESA	ST	EX-XV
118072	17 MILLS NWLY PT OF BLK (151.77' ON NWLY - 298.23' ON NELY-73.00' ON SELY - IRREG ON SWLY) (23600.00 SQ FT)	CITY OF EL PASO	125	PIONEER	PLZ	EX-XV
118625	88 CAMPBELL 19 & 20 & S 8 FT OF 18 (7200 SQ FT)	EP PASEO SOUTH HOLDINGS LLC	820	EL PASO	ST	
119983	46 CAMPBELL 9 & 10 (6240 SQ FT)	MEUCHADIM OF TEXAS LTD	1001	MESA	ST	
120486	12 MILLS 66.05 FT ON STANTON BEG 93.033 FT N OF SAN ANTONIO & 37.53 FT IN REAR (5327 SQ FT)	BASSETT PARTNERS EP LLC	107	STANTON	ST	
120613	46 MILLS 51 FT ON LEON X 120 FT ON SAN ANTONIO NEC (6120.00 SQ FT)	EL PASO MASS TRANSIT DEPT BOARD	400	SAN ANTONIO	AVE	EX-XV
121762	7 HART ALL OF BLK & ALL OF BLK 20 OF MILLS (67600 SQ FT)	CITY OF EL PASO	201	FRANKLIN		EX-XV
123073	1 FRANKLIN HEIGHTS 14 & S 50 FT OF E 16 FT OF 13 & N 70 FT OF E 9 FT OF 13 (4430 SQ FT)	SUMMERSAULT PROPERTIES LLC	1026	MYRTLE	AVE	
123235	38 MILLS 20 FT ON SAN ANTONIO X 135 FT BEG 106 FT W OF NEC (2700 SQ FT)	COURTRON LLC	410 1/2	SAN ANTONIO	AVE	
123268	45 MILLS 40 FT ON LEON X 120 FT BEG 268.5 FT S OF NWC (4800.00 SQ FT)	THE CLEAN GROUP LP	328	LEON	ST	
123806	170 CAMPBELL W 1/2 OF 9 TO 11 (4740 SQ FT)	THE CLEAN GROUP LP	200	ANTHONY	ST	
123987	2 FRANKLIN HEIGHTS 17 TO 19 & WLY 12.5 FT OF 20 (10501.00 SQ FT)	WESTSTAR BANK	1001	MYRTLE	AVE	
124590	38 MILLS 39 FT ON STANTON X 130 FT BEG 78 FT N OF SWC (5070.00 SQ FT)	L & T REAL ESTATE LLC	112	STANTON	ST	
124767	34 MILLS 207 FT ON OREGON X 120 FT ON PAISANO SEC	BEST CHICKEN OF EL PASO LLC	119	PAISANO	DR	
125762	34 MILLS 102.00 FT ON EL PASO X 120.00 FT BEG 158.00 N OF SWC (12240.00 SQ FT)	HOLLAND SAL INC	402	EL PASO	ST	
126366	5 MILLS PT OF BLK BEG 139' S OF NWC (213.9' ON N-37'ON E-IRREG ON S-64.85' ON W & 5' ADJ ON S ABOVE 30.7'	EP OHM HOLDINGS LLC	209	MESA	ST	
126704	1 FRANKLIN HEIGHTS S 32.5 FT OF 15 & 16 (1625 SQ FT)	GOMEZ ROBERTO	311	OCTAVIA	ST	
127073	119 CAMPBELL 3 & 4 & N 4.5 FT OF 2 & S 16 FT OF 5 (9715 SQ FT)	TERAN PROPERTIES LLC	615	EL PASO	ST	
127133	RAILROADS 11 MI BRANCH LN & 24.091 MI SIDE TR OPER PROP IN CTY & ISD & LOTS 1 OF (BLKS 130 TO 132 CAMPBELL) (0.0002 AC)	EL PASO & SANTA FE RAILROAD	805	SANTA FE	ST	
127623	80 MAGOFFIN 11 TO 16 (13500 SQ FT)	ECONOMY CASH & CARRY INC	1109	OVERLAND	AVE	
128176	15 MILLS 21.5 FT ON EL PASO X 134 FT BEG 115 FT S OF NEC (2881 SQ FT)	THE ANDERSON IMMIGRATION LAW GROUP LLC	213	EL PASO	ST	
128691	33 MILLS 22.75 FT ON EL PASO X 134 FT BEG 86.667 FT S OF NEC	RIVERA ALICIA	309	EL PASO	ST	
128916	2 FRANKLIN HEIGHTS 24 TO 26 (9000 SQ FT)	ABA PROPERTIES LLC	1015	MYRTLE	AVE	
130223	149 CAMPBELL 19 & 20 (6245.00 SQ FT)	SANTOSCOY NORMAN R	316	STANTON	ST	
131093	33 MILLS 20.68 ON EL PASO X 134.00 FT BEG 211.51 FT S OF NEC (2771.12 SQ FT)	MARCEP GROUP LLC	321	EL PASO	ST	
131133	42 MILLS N 100 FT OF BLK (100 FT X 260 FT (26000 SQ FT)	THE CITY OF EL PASO	400	MAIN	DR	EX-XV
133208	34 MILLS 29.5 FT ON EL PASO X 120 FT BEG 134.20 FT S OF NWC	BORJAS LORENZO & GUADALUPE	310	EL PASO	ST	
135259	59 CAMPBELL 18 TO 20 & S 3.00 FT OF 17 (9720.00 SQ FT)	EL PASO VILLA MARIA INC	920	OREGON	ST	EX-XV
136471	5 MILLS 30.5 FT OF TEXAS X 42.7 FT ON W IRREG ON N 50.4 FT ON E BEG 86 FT E OF SWC (1371 SQ FT)	SANTOSCOY NORMAN R	105	TEXAS	AVE	
137092	46 MILLS 120 FT ON OVERLAND X 173 FT ON LEON SEC (20760 SQ FT)	CITY OF EL PASO	215	LEON	ST	EX-XV
137244	134 CAMPBELL 2 & N 7.666 FT OF 1 & S 8 FT OF 3 (5000.00 SQ FT)	ADRON PROPERTIES LLC	417	OREGON	ST	
137895	33 MILLS 43.333 FT ON EL PASO X 134 FT ON OVERLAND NEC	VILLANUEVA MIGUEL & JULIO	301	EL PASO	ST	
138124	46 CAMPBELL LOT 8 (3120 SQ FT)	MEUCHADIM OF TEXAS LTD	1005	MESA	ST	
138608	34 MILLS 35 FT ON OREGON X 120 FT BEG 260 FT S OF NEC	XICALI RAUL	223	OREGON	ST	
138677	7 MILLS 45.5 FT ON LEON X 120 FT BEG 328.50 FT S OF NEC (5460.00 SQ FT)	FLORES LUZ MARIA	331 1/2	LEON	ST	HS
138696	46 CAMPBELL LOT 7 (3120 SQ FT)	MEUCHADIM OF TEXAS LTD	1005	MESA	ST	
139364	200 CAMPBELL 1 TO 10 (31200 SQ FT)	DIPP REALTY TRUST	720	OVERLAND	AVE	
139708	223 CAMPBELL 11 TO 14 (12480 SQ FT)	GODINEZ ANTONIO	912	TEXAS	AVE	
139962	38 MILLS 40 FT ON SAN ANTONIO X 120 FT ON KANSAS NEC (4800 SQ FT)	VALLE DE BRAVO INVESTMENTS INC	420	SAN ANTONIO	AVE	
141079	32 MILLS 30 FT ON OVERLAND X 110 FT ON CHIHUAHUA NWC	CITY OF EL PASO	224	OVERLAND	AVE	EX-XV
141188	22 MILLS ALL OF BLK & CLSD ALLEY BTW (67600 SQ FT)	BANK OF TEXAS	500	MESA	ST	
142923	198 CAMPBELL 8 TO 10 & N 7.00 FT OF 7 (10200.00 SQ FT)	COUNTY OF EL PASO	530	OVERLAND	AVE	EX-XV
144563	51 MILLS 141.333 FT ON WESTERN X 85 FT ON ANTHONY SWC	AOL INVESTMENTS LLC	511	WESTERN	ST	
145212	34 MILLS 130 FT ON OREGON X 120 FT BEG 130 FT S OF NEC	CINCO SISTERS PROPERTIES LP	215	OREGON	ST	
146051	58 CAMPBELL 14 TO 16 (9360 SQ FT)	SILVA DIVERSIFIED INC	904	MESA	ST	
146395	23 MILLS 80 FT ON FRANKLIN X 95 FT BEG 40 FT W OF SEC	T & R CHEMICALS INC	315	FRANKLIN	AVE	
146853	46 CAMPBELL 1 TO 5 (14844 SQ FT)	BORJAS LORENZO & GUADALUPE	1021	MESA	ST	
148711	80 MAGOFFIN W 22.52 FT OF 7 & E 5 FT OF 8	PARRA MAURICIO Z & ROSA M	1119	OVERLAND	AVE	HS, OTHER
149189	3 FRANKLIN HEIGHTS 27 TO 32 (18000 SQ FT)	1031 FIRESTONE LLC	1025	TEXAS	AVE	
149528	74 CAMPBELL 13 & N 10 FT OF 14 (4320 SQ FT)	OLIVAR PHILLIP	804	OREGON	ST	
149659	118 CAMPBELL N 18 FT OF 16 (2160.00 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	612	EL PASO	ST	
150821	101 CAMPBELL 2 & N 1.00 FT OF 1 & S 25.5 FT OF 3 (6300.00 SQ FT)	GSJ FAM LP	619	OREGON	ST	
151581	35 MILLS 94.75' ON OVERLAND X 112' ON OREGON (10612.00 SQ FT)	YEK #4 LP	200	OVERLAND	AVE	
152317	37 MILLS 47 FT ON STANTON X 120 FT BEG 39.667 FT N OF SWC (5640 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	214	STANTON	ST	
153663	133 CAMPBELL N 24 FT OF 9 & S 2 FT OF 10 (3484.00 SQ FT)	EAST SMART CHOICE LLC	501	EL PASO	ST	
154362	100 CAMPBELL N 7.5 FT OF 8 & 7.25 FT OF 9 (1799.50 SQ FT)	KIM WON T	705	EL PASO	ST	
157541	36 MILLS 35 FT ON STANTON X 120 FT BEG 260 FT S OF NEC (4200 SQ FT)	ADRON PROPERTIES LLC	223 1/2	STANTON	ST	
158462	10 MILLS 110 FT ON MILLS X 130 FT ON KANSAS SEC (14300 SQ FT)	COURTON LLC	313	MILLS	AVE	
158754	216 CAMPBELL E 60 FT OF 1 TO 5	UTOPIA LLC	717	MAGOFFIN	AVE	
159791	46 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 30 FT E OF SWC (2600 SQ FT)	PACHECO MARIA I V	417	OVERLAND	AVE	
160764	117 CAMPBELL E 65.50 FT OF 19 & 20 (3432.00 SQ FT)	BORJAS LORENZO & GUADALUPE	209	FOURTH	AVE	
160922	38 MILLS 40 FT ON SAN ANTONIO X 140 FT BEG 66 FT W OF NEC (5600 SQ FT)	PRONTO MORTGAGE LLC	412	SAN ANTONIO	AVE	
161950	14 MILLS 48 FT ON EL PASO X 120 FT ON OVERLAND SWC (5760 SQ FT)	SCHONBERG JOANI	220	EL PASO	ST	
162174	Q SATTERTHWAITE ALL OF BLOCK (799,436 SQ FT)	CITY OF EL PASO		HENDERSONS TRIA		EX-XV
162938	45 MILLS 60 FT ON OVERLAND X 120 FT BEG 60 FT W OF NEC (7200 SQ FT)	CITY OF EL PASO	306	OVERLAND	AVE	EX-XV
162972	25 MILLS 35.5 FT ON CHIHUAHUA X 120 FT BEG 112 FT N OF SWC (4260 SQ FT)	OLIVAR PHILLIP & ELVA	202	CHIHUAHUA	ST	
163247	101 CAMPBELL 4 & 5 & N 0.50 FT OF 3 (6300.00 SQ FT)	ALBA RAYMUNDO JR	613	OREGON	ST	
163334	31 MILLS 159 FT ON CHIHUAHUA X 120 FT ON OVERLAND	LYNX INDUSTRIES LTD	301	OVERLAND	AVE	
163927	12 MILLS 8.87 FT ON SAN ANTONIO 100 FT ON W 54.44 FT ON N 93.03 FT ON STANTON (3222.11 SQ FT)	KOCHINDIO LLC	321	SAN ANTONIO	AVE	
164041	46 MILLS 15 FT ON OVERLAND X 86.67 FT ON DURANGO (1300.05 SQ FT)	CITY OF EL PASO	419	OVERLAND	AVE	EX-XV
164259	17 MILLS PT OF BLK BEG 68.14 FT NE OF SWC (76.31' ON ST - 91.00' ON SWLY -50.48' ON NWLY - IRREG ON NELY) (6202.31 SQ FT)	CITY OF EL PASO	127	PIONEER	PLZ	EX-XV
165057	74 CAMPBELL 19 & 20 & S 13.5 FT OF 18 (7860 SQ FT)	COHEVA GROUP LLC	820	OREGON	ST	
165097	144 CAMPBELL ELY PT OF 8 TO 10 (61.00 FT ON N 64.52 FT ON E - IRREG ON S - 78.00 FT ON W) (4564.02 SQ FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B	915	PAISANO	DR	
165846	36 MILLS 35.17 FT ON MESA X 120 FT BEG 218.17 FT N OF SWC (4224 SQ FT)	VALUTA CORPORATION	300	MESA	ST	
165966	1 SATTERTHWAITE 42 TO 46 & S 19.5 FT OF 41 (18240 SQ FT)	HOTEL DON QUIXOTE LTD	600	EL PASO	ST	
166281	40 MILLS UND 66.67% INT ON IMPS ONLY ON 240 FT ON TEXAS X 120 FT BEG 20 FT E OF NWC	122KPF LP	420	TEXAS	AVE	
167093	O CAMPBELL E 80 FT OF BLOCK (9600 SQ FT)	PEREA FAMILY REVOCABLE TRUST	902	OLIVE	AVE	
167448	149 CAMPBELL 15 & 16 (6240 SQ FT)	NADLER FAMILY LIMITED PARTNERSHIP	312	STANTON	ST	
168003	36 MILLS 39 FT ON OVERLAND X 86.667 FT BEG 81 FT W OF NEC (3380 SQ FT)	COMANCHE EP LLC	312	OVERLAND	AVE	
169529	32 MILLS W 30 FT OF E 60 FT OF N 100 FT OF W 1/2 OF BLK (3000.00 SQ FT)	CITY OF EL PASO	216	OVERLAND	AVE	EX-XV
170042	88 CAMPBELL 9 & 10 & N 8 FT OF 8 (7200 SQ FT)	SALOM GEORGE E FAMILY LMTD PTNSHP	701	OREGON	ST	
170360	26 & 27 MILLS ALL OF BLKS	CITY OF EL PASO	1	CIVIC CENTER PLAZA		EX-XV
170477	205 CAMPBELL 1 & 2 & S 1/2 OF 3 (7800 SQ FT)	SAYKLAY PROPERTIES LLC	911	OVERLAND	AVE	
170533	46 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 60 FT E OF SWC (2600.09 SQ FT)	CITY OF EL PASO	415	OVERLAND	AVE	EX-XV

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS		EXEMPTIONS
171649	12 MILLS 86.667 FT ON STANTON X 120 FT (10400.00 SQ FT)	JMKS INTERNATIONAL BUILDING LLC	119	STANTON	ST
171672	36 MILLS 60 FT ON OVERLAND X 86.667 FT BEG 60 FT E OF NWC (5200 SQ FT)	ROSEN RICHARD J ENTERPRISES	306	OVERLAND	AVE
171938	36 MILLS 90.5 FT ON MESA X 120 FT ON PAISANO SWC (10860 SQ FT)	ORELLANA BRUNO SR & RAMON Y	301	PAISANO	DR
172333	120 CAMPBELL PTS OF (BLK 99 & 121) & ADJ ALLYS & CLSD STS (301.89 FT ON N-IRREG ON E-878.59 FT ON W)	EL PASO ELECTRIC CO	601	SANTA FE	ST
173810	23 MILLS 32.5 FT ON MISSOURI X 60 FT IN NEC (1950 SQ FT)	MATER BAR CORP	310	MISSOURI	AVE
174073	12 MILLS WLY PT OF BLK & PT OF CLSD ALLEY BTW (120' ON NLY - IRREG ON ELY -190.48' ON SLY - 183.05' ON WLY) (30527.09 SQ FT)	J&M PROPERTIES LP	301	SAN ANTONIO	AVE
174805	80 MAGOFFIN 9 & 10 & W 20 FT OF 8 (6303.60 SQ FT)	FLORES ALBERT	1111	OVERLAND	AVE
175065	18 MILLS 47 FT ON EL PASO X 120 FT ON FRANKLIN NEC	PEARSON OFFICE COMPLEX LLC	419	EL PASO	ST
175700	45 MILLS 66 FT ON LEON X 120 FT BEG 308.5 FT S OF NWC (7920 SQ FT)	YELLOW BALLOON LP	332	LEON	ST
176768	34 MILLS 99.52 FT ON EL PASO X 117.42 FT ON OVERLAND & 24.53 FT X 15.24 FT IN REAR NWC (12067 SQ FT)	300SEP LLC. TEXAS LIMITED LIABILITY CO	300	EL PASO	ST
176848	4 MILLS 61.333 FT ON N STANTON X 120 FT BEG 86.667 FT N OF SEC	HASIERAN LLC	209	STANTON	ST
176878	100 CAMPBELL N 15.25 FT OF 10 (2043 SQ FT)	CHANG RAE S	701	EL PASO	ST
179229	5 SATTERTHWAITE 1 TO 9 & S 17.5 FT OF 10 30225.00 SQ FT	BANK OF AMERICA NA	615	EL PASO	ST
179473	205 CAMPBELL W 60 FT OF 6 TO 10 (7800 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	916	SAN ANTONIO	AVE
179871	247 CAMPBELL 1 TO 5 (15600.00 SQ FT)	WESTSTAR BANK	601	STANTON	ST
180625	86 CAMPBELL 11 & 12 (6240 SQ FT)	ROSENBAUM FAMILY TRUST	700	MESA	ST
181807	79 MAGOFFIN S 28 FT OF 1 TO 3 (2100 SQ FT)	ESPARZA JORGE & ROSA M	115	HILLS	ST
185141	204 CAMPBELL 16 TO 20 (13936 SQ FT)	ECONOMY CASH & CARRY INC	1001	OVERLAND	AVE
185603	170 CAMPBELL LOT 13 (3240.0 SQ FT)	THE CLEAN GROUP LP	513	SAN ANTONIO	AVE
185842	204 CAMPBELL 11 TO 15 (15600 SQ FT)	SAYKLAY PROPERTIES LLC	1000	SAN ANTONIO	AVE
186806	227 CAMPBELL S PT OF N 58 FT OF 16 TO 20 (6272 SQ FT)	PAXTON JACK T & JUNE	214	VIRGINIA	ST
186896	37 MILLS 60 FT ON STANTON X 120 FT BEG 113.333 FT S OF NWC (7200 SQ FT)	ABOUD ABOUD M	210	STANTON	ST
187299	227 CAMPBELL S 110 FT OF 14 & 15 & S 62 FT OF 16 TO 20 (13780 SQ FT)	SAN FRANCISCO DISTRICT LLC	210	VIRGINIA	ST
188935	4 MILLS 60 FT ON MILLS X 100 FT BEG 60 FT W OF NEC (6000 SQ FT)	MARTIN BUILDING LLC	212 1/2	MILLS	AVE
188999	14 MILLS 48 FT ON SAN ANTONIO X 121 FT BEG 72 FT W OF NEC (5808.00 SQ FT)	EMMAUS VENTURES LLC	110	SAN ANTONIO	AVE
189222	117 CAMPBELL LOT 5 (3120 SQ FT)	MENDEZ ROMAN D	515	MESA	ST
190830	171 CAMPBELL LOT 8 (3120.0 SQ FT)	CITY OF EL PASO		ANTHONY	ST
191256	46 CAMPBELL E 35 FT OF 11 TO 13 (2730 SQ FT)	FRENCH HILDA L	208	EIGHTH	AVE
191277	133 CAMPBELL 7 & 8 & N 6 FT OF 6 & S 2 FT OF 9 (8040.00 SQ FT)	COLON SUR EP LLC	509	EL PASO	ST
192605	9 MILLS N 148.15 FT OF BLOCK (38518 SQ FT)	CH PROPERTY PARTNERS LLC	416	STANTON	ST
193386	100 CAMPBELL N 7 FT OF 7 & S 6 FT OF 8 (1742 SQ FT)	HMST FAMILY LP	707	EL PASO	ST
194529	79 MAGOFFIN 31.5 FT OF 1 TO 3 BEG 28 FT N OF SEC (2363 SQ FT)	RUIZ VIOLETA G & CRISTIAN A G	113	HILLS	ST
194581	100 CAMPBELL 1 & 2 & S 3.25 FT OF 3 (7403 SQ FT)	GSJ FAM LP	717	EL PASO	ST
194954	145 CAMPBELL 11 TO 16 (18720 SQ FT)	EL PASO MANAGEMENT GROUP LTD	300	OCHOA	ST
195454	32 MILLS 245.30 FT ON CHIHUAHUA X 120 FT ON SWC (29436 SQ FT)	CITY OF EL PASO	215	PAISANO	DR
196775					EX-XV
197474	222 CAMPBELL 1 TO 4 (12480 SQ FT)	MARIVANI L L C	801	MYRTLE	AVE
197868	160 CAMPBELL S 1/2 OF BLK & CLSD ALLEY (26520 SQ FT)	WILTEL COMMUNICATIONS LLC	501	OVERLAND	AVE
197973	69 MAGOFFIN PT OF FIRST ST CLSD & NW PT OF BLK 69 (EXC SELY PT) (72.69 FT ON W- 135.50 FT ON N- 26.43 FT ON E- IRREG ON S) (7922 SQ FT)	MARTINEZ RAUL G	1001	PAISANO	DR
198062	212 CAMPBELL 6 & W 19 FT OF 7 (5400 SQ FT)	TRONCOSO RODOLFO A	815	OLIVE	AVE
198243	247 CAMPBELL 6 TO 10 (15600.00 SQ FT)	MSDW BUILDING EL PASO LP	641	STANTON	ST
198396	58 CAMPBELL 11 TO 13 (9360 SQ FT)	SILVA DIVERSIFIED INC	304	SEVENTH	AVE
198407	118 CAMPBELL 2 & N 1 FT OF 1 & S 3 FT OF 3 (3600 SQ FT)	HOUNG SU HUA	517	OREGON	ST
198663	45 MILLS 30.333 FT ON CHIHUAHUA X 120 FT BEG 333.667 FT S OF NEC	RODRIGUEZ ROMELIA M & MUNIZ SOLEDAD	327	CHIHUAHUA	ST
198707	103 CAMPBELL N 18 FT OF 15 & W 60 FT OF S 8 FT OF 15 & W 60 FT OF N 6.5 FT OF 16 (3030.00 SQ FT)	DELGADO C M	612	MESA	ST
200047	202 CAMPBELL N 120 FT OF BLK INC ALY (31200 SQ FT)	DIPP REALTY TRUST	900	OVERLAND	AVE
200173	206 CAMPBELL LOT E 57.58' OF N 6.63' OF 8 & E 57.58' OF 9 & 10	ORO INVESTMENTS LLC	830	SAN ANTONIO	AVE
200315	25 MILLS E 1/2 OF BLK & CLSD ALY (120 FT ON SAN ANTONIO - 224 FT ON SANTA FE - 120 FT ON OVERLAND - 224 FT ON W)	FIRST GROUP SERVICES INC	200	SAN ANTONIO	AVE
201294	35 MILLS 26 FT ON OREGON X 120 FT BEG 112 FT S OF NWC (3120 SQ FT)	PEREZ FRANCISCO	208	OREGON	ST
201575	39 MILLS NEC OF BLK 150 FT ON TEXAS X 115 FT ON KANSAS EXC 193.91 SQ FT IN SWC (17250 SQ FT)	ORO INVESTMENTS LLC	320	TEXAS	AVE
201983	31 MILLS SW PT OF BLK (IRREG ON N - 81.67' ON E - 79' ON S - 83.6' ON W) (6541.73 SQ FT)	LYNX PROPERTIES LTD	315	OVERLAND	AVE
203018	33 MILLS 43.333 FT ON EL PASO X 134 FT BEG 275.16 FT S OF NEC	GNIAZDOWITZ GIL M	405	EL PASO	ST
203355	25 MILLS 16.5 FT ON OVERLAND X 112 FT BEG 55 FT E OF SWC (1848 SQ FT)	LUCMOR LLC	217	OVERLAND	AVE
204814	216 CAMPBELL E 52 FT OF 6 TO 10 (6760 SQ FT)	MORALES & DEKOATZ LLC	718	MYRTLE	AVE
205403	6 MILLS 112 FT ON OREGON X 120 FT ON E (13440 SQ FT)	MONTWOOD PROPERTIES INC	105	OREGON	ST
206087	206 CAMPBELL E 52' OF (11 TO 15) & W 36.666 FT OF (6 TO 10) (10640.0 SQ FT)	ORO INVESTMENTS LLC	810	SAN ANTONIO	AVE
206200	148 CAMPBELL 2 TO 19 & N PT OF 1 & 20 & CLSD ALLEY (63865.0735 SQ FT)	OUR LADY'S YOUTH CENTER	307	CAMPBELL	ST
206917	203 CAMPBELL PT OF BLK 203 & PT OF T & P RR CO (39323.00 SQ FT)	ECONOMY CASH & CARRY INC	1000	OVERLAND	AVE
207080	37 MILLS 36 FT ON OVERLAND X 113.333 FT ON KANSAS NEC (4080.00 SQ FT)	BELCLAIRE REALTY LTD	420	OVERLAND	AVE
207255	2 FRANKLIN HEIGHTS 27 & 28 (6000 SQ FT)	RUBIO DANIEL A & HOLTZ LETICIA M	1021	MYRTLE	AVE
207395	36 MILLS 40 FT ON OVERLAND X 86.667 FT BEG 41 FT W OF NEC	LUHANSK EP LLC	318	OVERLAND	AVE
208030	212 CAMPBELL 16 TO 20 (15600.00 SQ FT)	EL PASO PARK A LOT LP		MAGOFFIN	AVE
208283	44 MILLS PT OF UNOPENED KANSAS STREET (54.96 FT ON ST- IRREG ON WLY- 4.30 FT ON NLY-118.30 FT ON ELY)	UNITED STATES OF AMERICA (TR)			EX-XV
208521	117 CAMPBELL 3 & 4 (6240 SQ FT)	JB4 PROP LP	517	MESA	ST
208988	101 CAMPBELL S 17.4375 FT OF 17 & N 17.71 FT OF 18 (4252.00 SQ FT)	SALOM GEORGE E FAMILY LD PRTSH	712	EL PASO	ST
209685	1 SATTERTHWAITE 37 TO 40 & N 5.5 FT OF 41 (12660 SQ FT)	UNKNOWN OWNER	626	EL PASO	ST
210228	215 CAMPBELL 16 & W 8.75 FT OF 15 (4170 SQ FT)	MARTINEZ GUSTAVO R	808	MYRTLE	AVE
210934	209 CAMPBELL ALL OF BLK (67600 SQ FT)	COUNTY OF EL PASO	500	SAN ANTONIO	AVE
211032	118 CAMPBELL S 8 FT OF 18 & N 9.5 FT OF 19 (2100 SQ FT)	DOW SARA & MARIAN		EL PASO	ST
211678	46 CAMPBELL 35 FT OF 11 TO 13 BEG 50 FT E OF NWC (2730 SQ FT)	LANDEROS FELIX	204	EIGHTH	AVE
212024	7 MILLS 48 FT ON ALLEY X 60 FT BEG 120 FT S OF OVERLAND & 5 FT X 6 FT ON W (2910.00 SQ FT)	SOTOAK REALTY LLC	412	DURANGO	ST
212210	74 CAMPBELL 11 & 12 (6240 SQ FT)	ANISTRUM INVESTMENTS LTD	800	OREGON	ST
212303	11 MILLS ALL OF BLK (EXC SWC) (52553.92 SQ FT)	MILLS PLAZA PROPERTIES VII LP	221	KANSAS	ST
212599	201 CAMPBELL SLY 140 FT OF (BLKS 201 & 202 & ALLEY & CLOSED ST BTW) (82611.53 SQ FT)	BLK INVESTMENTS 2 FAMILY LP	811	1ST	AVE
213078	15 MILLS N 99 FT OF W 60 FT & E 60 FT OF W 120 FT OF BLK 15	CITY OF EL PASO	120	SAN ANTONIO	AVE
213163	222 CAMPBELL N 41 FT OF 10 & N 41 FT OF E 1/2 OF 9 (1599 SQ FT)	TPGTX LLC	149	ST VRAIN	ST
214035	35 MILLS 76 FT ON OVERLAND X 108.5 FT ON MESA EXC 16 FT X 21.8333 FT IN REAR NEC OF BLK (7896 SQ FT)	GATOZ GROUP LLC	216	OVERLAND	AVE
215621	118 CAMPBELL N 23 FT OF 3 & S 17 FT OF 4 (4800 SQ FT)	OREGON STREET INC	511 1/2	OREGON	ST
216707	170 CAMPBELL E 1/2 OF 9 TO 11 (4740.00 SQ FT)	THE CLEAN GROUP LP	510	WESTERN	ST
216827	223 CAMPBELL 18 TO 20 (9360 SQ FT)	AVENIDA TEXAS LLC	904	TEXAS	AVE
218001	46 CAMPBELL FRC 15 & 16 EXC RR R/W (3380 SQ FT)	GONZALEZ GLORIA & 17	1008	OREGON	ST
218022	17 MILLS NELY PT OF BLK & A PT. OF ST (126.0 FT ON NELY - 121.77 FT ON SELY - IRREG ON SWLY- 87.76 FT ON NWLY) (13388.41 SQ FT)	MILLS PLAZA PROPERTIES LP	333	OREGON	ST
218029	45 MILLS 42 FT ON CHIHUAHUA X 120 FT BEG 120 FT S OF NEC (5040 SQ FT)	CITY OF EL PASO	311	CHIHUAHUA	ST
218447	86 CAMPBELL LOT 13 (3120 SQ FT)	ROSENBAUM FAMILY TRUST	704	MESA	ST
218709	46 MILLS E 15 FT OF W 30 FT OF S 86.67 FT OF BLK (1300.05 SQ FT)	CITY OF EL PASO	421	OVERLAND	AVE
219869	59 CAMPBELL 1 TO 5 (15600 SQ FT)	COHEVA GROUP LLC	911	MESA	ST
					EX-XV

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS		EXEMPTIONS
220205	51 MILLS PT OF BLK 51 BEG 82.25' NE OF NWLY COR (58.21' ON ST-135.09' ON ELY-62.02' ON SLY-141.28' ON WLY) (8289.13 SQ FT)	CREATIVE KIDS INC	504	SAN FRANCISCO AVE	EX-XV
221609	5 1/2 MILLS SELY PT OF BLK (58.67' ON MESA- 93.50' ON SAN ANTONIO-63.92' ON WLY-IRREG ON NLY) (5752.14 SQ FT)	101 N MESA LTD PARTNERSHIP	101	MESA ST	
223019	119 CAMPBELL 1 & S 21.5 FT OF 2 (6365 SQ FT)	SALAS RICHARD & RUBEN & 2	623	EL PASO ST	
223203	133 CAMPBELL 12 & 13 & S 2 FT OF 11 & N 17 FT OF 14 (8520.00 SQ FT)	SALOM IRMA	400	SANTA FE ST	
224207	223 CAMPBELL 8 TO 10 (9360 SQ FT)	MORENO LUZ M	915	MYRTLE AVE	
225083	247 CAMPBELL 15 TO 20 & S 9 FT OF 14 (19800 SQ FT)	WESTSTAR BANK	600	MESA ST	
225247	136 CAMPBELL 19 & 20 (6240.00 SQ FT)	ALAMEDA GROUP LLC	422	MESA ST	
225291	3 MILLS 60 FT ON N STANTON X 120 FT ON MAIN NEC (7200 SQ FT)	BULNIT INC	321	STANTON ST	
225496	40 MILLS 141.5 FT ON MYRTLE X 120 FT BEG 98.5 FT W OF SEC (16980.00 SQ FT)	FRANKLIN DAVID G CORP OF 1883	401	MYRTLE AVE	
225764	45 MILLS 131.27 FT ON CHIHUAHUA BEG 364 FT OF NEC (120 FT ON N 117.36 FT ON W 120.8 FT ON S)	CITY OF EL PASO	301	PAISANO DR	EX-XV
225771	118 CAMPBELL S 2.45 FT OF 12 & N 11.55 FT OF 13 (1680 SQ FT)	JAMES A DICK CO	604	EL PASO ST	
225819	86 CAMPBELL 17 & 18 6240.00 SQ FT	SOUTHSIDE LOW INCOME CORP	714	MESA ST	EX-XV
226754	2 FRANKLIN HEIGHTS 29 & 30 (HOMESITE)(2000.00 SQ FT)	FUENTES MARIA	1023	MYRTLE AVE	HS, OTHER
227478	88 CAMPBELL N 17 FT OF 7 & S 18 FT OF 8 (4200.00 SQ.FT)	SOUTHSIDE LOW INCOME DEVELO	705	OREGON ST	EX-XV
229628	222 CAMPBELL 17 & W 22.5 FT OF 16 (5820 SQ.FT)	NADLER FAMILY LP	806	TEXAS AVE	
230045	43 MILLS N 1/2 OF BLK EXC RRR/W) 89.65' ON NW 260 'ON N 89.43' ON E 119.44' ON S 7.18' ON W 20.66' ON S 7.18' ON E 119.90' ON S	CH PROPERTY PARTNERS LLC	400	FRANKLIN AVE	
230858	75 CAMPBELL 11 TO 20 (31200 SQ FT)	JRV PROPERTIES	800	MESA ST	
231408	23 MILLS 39.25 FT ON STANTON X 120 FT BEG 90.7 FT S OF NWC (4710 SQ.FT)	NEBHAN JOSEPH M	510	STANTON ST	
231569	14 MILLS 120.00 FT ON SAN ANTONIO X 98.33 FT ON EL PASO (11800.40 SQ FT)	MILLS PLAZA PARKING II LP	104	SAN ANTONIO AVE	AB
231812	7 MILLS PT OF BLK BEG 101.06 FT S OF NWC (60 FT ON ST- IRREG ON N- 64 FT ON E- 60 FT ON S) (3781 SQ FT)	GUILLEN GILBERTO	406	DURANGO ST	
232074	223 CAMPBELL 15 & E 1/2 OF 16 (4680 SQ FT)	GODINEZ ANTONIO	910	TEXAS AVE	
233034	215 CAMPBELL 5 & E 24 FT OF 4 (6000 SQ FT)	UTOPIA LLC	809	MAGOFFIN AVE	
234038	35 MILLS 86.667 FT ON MESA X 120 FT BEG 173.667 FT S OF NEC	GALLARDO JOSE A	215	MESA ST	
234456	7 MILLS 25.333 FT ON DURANGO X 120 FT BEG 162 FT S OF NWC EXC 6 FT X 65 FT IN NEC (3040 SQ.FT)	GUILLEN GILBERTO	414	DURANGO ST	
234788	205 CAMPBELL 5 & N 6.25 FT OF 4 (3870 SQ.FT)	ARMENDARIZ SERGIO	113	ST VRAIN ST	
234995	25 MILLS 48.5 FT ON OVERLAND X 112 FT (BEG 71.5 FT E OF SWC) (5432 SQ.FT)	FIRST GROUP SERVICES INC	215	OVERLAND AVE	
235380	100 CAMPBELL 12 & S 1.00 FT OF 11 & N 8.00 FT OF 13 (4200.00 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	702	SANTA FE ST	
235531	134 CAMPBELL S 18.33 FT OF 1 & N 64.67 FT OF CLSD ST ADJ ON S (9960.00 SQ FT)	RAMOS RICARDO	423	OREGON ST	
236137	135 CAMPBELL 13 TO 20 & W 75.75 FT OF 12 & W 75.75 FT OF S 2 FT OF 11 (27081.00 SQ FT)	MILO TX3 LLC	400	OREGON ST	
237109	O CAMPBELL 94.5 FT ON OLIVE BEG 90.5 FT W OF NEC 107.92 FT ON SE 103.77 ON SAN ANTONIO (10003 SQ.FT)	BGMIR INVESTMENTS INC A TX CORP	1013	SAN ANTONIO AVE	
238160	160 CAMPBELL 80 FT ON SAN ANTONIO X 102 FT ON DURANGO NEC (8160 SQ.FT)	HUN SEO	500	SAN ANTONIO AVE	
238688	46 CAMPBELL PT OF 1 & PT OF 13 TO 20 (147.25 ON OREGON ST 255.96 FT ON N 136.16 FT ON S 55.41 FT ON E)	SIN FRONTERAS ORGANIZING PROJ (CS)		OREGON ST	EX-XV
238966	46 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 90 FT E OF SWC (2600 SQ.FT)	CITY OF EL PASO	409	OVERLAND AVE	EX-XV
239250	33 MILLS 40 FT X 120 FT BEG 209.16 FT S OF NWC	RED BALLOON LP	318	SANTA FE ST	
239340	24 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 60 FT W OF SEC (2600 SQ.FT)	LR MANAGEMENT LLC	315	OVERLAND AVE	
240073	146 CAMPBELL 4 TO 10 (21840 SQ.FT)	BLK INVESTMENTS 2 FAMILY LP	301	OCHOA ST	
240383	134 CAMPBELL 19 & 20 & S 8.00 FT OF 18 (7200.00 SQ.FT)	JABALIE VIRGINIA & MARY L	516	EL PASO ST	
240499	216 CAMPBELL W 30 FT OF 16 TO 20 (3900 SQ.FT)	PRESTIGIO PROPERTIES VIII LLC	701	MAGOFFIN AVE	
241117	45 MILLS 60 FT ON OVERLAND X 99 FT ON CHIHUAHUA NEC (5940.00 SQ.FT)	CITY OF EL PASO	305	CHIHUAHUA ST	EX-XV
242111	34 MILLS 25 FT ON EL PASO X 120 FT BEG 133 FT N OF SWC	TEX-SANTA FE LLC	408	EL PASO ST	
242604	11 MILLS SWC OF BLK (160.57 FT ON S- 129.89 FT ON W-144.07 FT ON N-IRREG ON E) (19890.38 SQ.FT)	BASSETT PARTNERS EP LLC	301	TEXAS AVE	
242730	7 MILLS 60 FT ON OVERLAND X 120 FT BEG 60 E OF NWC & 60 FT ON OVERLAND LAND X 73.5 FT ON DURANGO NWC	SOTOAK REALTY LLC	414	OVERLAND AVE	
243528	87 CAMPBELL 9 & 10 & N 8 FT OF 8 (7200 SQ.FT)	SOUTHSIDE LOW INCOME HOUSING	701	MESA ST	EX-XV
244349	117 CAMPBELL W 34 FT OF 19 & 20 (1768 SQ.FT)	BORJAS LORENZO & GUADALUPE	520	OREGON ST	
245030	34 MILLS 25 FT ON EL PASO X 120 FT BEG 108 FT N OF SWC (3000 SQ.FT)	TEX-STANTON LLC	410	EL PASO ST	
245272	24 MILLS 40 FT ON SAN ANTONIO X 130 FT BEG 80 FT W OF NEC (5200 SQ.FT)	CAPLES LAND COMPANY LLC	314	SAN ANTONIO AVE	
245459	134 CAMPBELL 4 TO 9 & N 18 FT OF 3 & S 1 FT OF 10 (21000.00 SQ.FT)	CHEW DIN REAL ESTATE COMPANY	120	PAISANO DR	
245979	45 MILLS 56 FT ON CHIHUAHUA X 120 FT BEG 212 FT S OF NEC	CITY OF EL PASO	321	CHIHUAHUA ST	EX-XV
248712	245 CAMPBELL 1 TO 5 EXC TRIA IN E PT OF 5 & 13 TO 20 EXC TRIA IN E PT OF 13 & ALY CLSD BTW 1 TO 5 & 16 TO	LANDSTAR DOWNTOWN EP LLC	409	MISSOURI AVE	
249392	100 CAMPBELL 19 & 20 & S 8.00 FT OF 18 (7200.00 SQ.FT)	SANTA ANA MARIA	730	SANTA FE ST	
249404	2 FRANKLIN HEIGHTS 31 & 32 (6000 SQ.FT)	FERNANDEZ ALEJANDRO	1025	MYRTLE AVE	
249618	38 MILLS 26 FT ON SAN ANTONIO X 120 FT BEG 40 FT W OF NEC & 20 FT X 66 FT BEG 120 FT S OF NEC	FRED LOYA INSURANCE AGENCY INC	416	SAN ANTONIO AVE	
249969	36 MILLS 52 FT ON STANTON X 120 FT BEG 156 FT N OF SEC (6240 SQ.FT)	RIVER OAKS PROPERTIES LTD	305	STANTON ST	
251329	231 CAMPBELL ALL OF BLK (EXC W 78 FT OF N 41 FT OF NWC & TRIA IN SEC) & ALLEY (65343.76 SQ.FT)	PEOPLE OF THE STATE OF TEXAS	401	FRANKLIN AVE	EX-XV
252024	36 MILLS 111.33 FT ON STANTON X 120.00 FT BEG 86.67 FT S OF NEC (13360.00 SQ.FT)	CARRANZA JOSE L & CARRANZA GABRIELA	205	STANTON ST	
252660	206 CAMPBELL E PT OF 6 TO 8 (65.37''' ON ST - 67.51' ON SLY - IRREG ON WLY - 54.69' ON NLY) (4235.38 SQ.FT)	ORO INVESTMENTS LLC	109	VIRGINIA ST	
253149	222 CAMPBELL 7 & E 1/2 OF 6 (4680 SQ.FT)	RAGO JEFFREY & CHRISTINE R	813	MYRTLE AVE	
253240	42 MILLS 5160 FT OF BLK & CLSD ALY (260 FT X 160 FT)	THE CITY OF EL PASO	401	MILLS AVE	EX-XV
253250	32 MILLS 50 FT ON SANTA FE X 120 FT ON PAISANO SEC	CITY OF EL PASO		FIRE STATION	EX-XV
253864	118 CAMPBELL LOT 15 (3120.00 SQ.FT)	CHO YONG IN & CHO HYON SUK	610	EL PASO ST	
254156	41 MILLS E 240 FT OF S 1/2 OF BLK (28800 SQ.FT)	CITY OF EL PASO	200	KANSAS ST	EX-XV
254830	3 MILLS 120 FT ON MILLS X 200 FT ON N STANTON SEC (24000 SQ.FT)	UNITED STATES POSTAL SERVICE	219	MILLS AVE	EX-XV
255145	199 CAMPBELL 1 TO 20 (62400 SQ.FT)	CITY OF EL PASO	222	CAMPBELL ST	EX-XV
255546	103 CAMPBELL 13 & 14 (6240.00 SQ.FT)	ALFATRIX INVESTMENTS LLC	610	MESA ST	
255797	38 MILLS PT OF BLK BEG 79.00 FT E OF NWC (20.00 FT ON ST- 125.00 FT ON E- 21.69 FT ON S- 116.60 FT ON W) (2138.80 SQFT)	KEMP JOHN P JR	406	SAN ANTONIO AVE	
256099	88 CAMPBELL S 17 FT OF 17 & N 18 FT OF 18 (4200 SQ.FT)	KIM SUK M & SOOK H	816	EL PASO ST	
256169	1 FRANKLIN HEIGHTS 20 & 21 (6000 SQ.FT)	EL PASO ELECTRIC CO	1109	MAGOFFIN AVE	
256386	38 MILLS 160 FT ON OVERLAND X 120 FT ON KANSAS & IRREG ON NW SEC (18028.00 SQ.FT)	EL PASO PARK A LOT LP	419	OVERLAND AVE	
258222	2 MILLS LOT 10 (10400.00 SQ.FT)	MILLS PLAZA PROPERTIES VIII LP	414	OREGON ST	
258233	133 CAMPBELL S 17 FT OF 17 & N 13 FT OF 18 (3600.00 SQ.FT)	URBINA VICTOR	414	SANTA FE ST	
258519	87 CAMPBELL 14 TO 20 & S 20.5 FT OF 13 (24,300.00 SQ.FT)	MILO TX2 LLC	708	OREGON ST	
258928	101 CAMPBELL N 25.00 FT OF 10 (3000.00 SQ.FT)	SALOM OLGA M BROCKHAUS	114	FOURTH AVE	
259286	23 MILLS 35 FT ON STANTON X 120 FT BEG 60 FT N OF SWC (4200 SQ.FT)	PROPERTY HAIFA LLC	506	STANTON ST	
259421	4 MILLS 60 FT ON MILLS X 112 FT ON N STANTON & ADJ 12 FT X 60 FT TO ALY NEC (7440 SQ.FT)	MARTIN BUILDING LLC	215	STANTON ST	
260130	215 CAMPBELL 17 EXC PT NWC (2 FT ON ST 35 FT ON E 2.25 FT ON S 35 FT ON W) (3050 SQ.FT)	ROTH ALLEN & ANITA	806	MYRTLE AVE	
261842	40 MILLS 98.5 FT ON MYRTLE X 120 FT ON CAMPBELL SEC (11820 SQ.FT)	FRIEDMAN KARL & SCHERR JAMES F & 3	125	CAMPBELL ST	
261877	119 CAMPBELL 15 & 16 & S 9 FT OF 14 & N 9 FT OF 17 (8400 SQ.FT)	LANESTONE I LLC	608	SANTA FE ST	
261913	O CAMPBELL 38.4 FT ON SAN ANTONIO BEG 80 FT OF SEC 107.92 FT ON NW 10.5 FT O OLIVE 116.92 FT ON E	GONZALEZ ESPERANZA	1015	SAN ANTONIO AVE	
263289	TEXAS & PACIFIC RESERVATION IMPS ONLY	PITTSBURG PLATE GLASS CO	1106	OVERLAND AVE	
264215	5 MILLS 68.73 FT ON OREGON 85.70 FT ON TEXAS IRREG ON E 91.17 FT ON N SWC (5219.70 SQ.FT)	NATIONAL AMERICAN INVESTMEN	200	OREGON ST	
265189	21 MILLS 11 TO 15 (15600 SQ.FT)	HUNT OREGON LLC	510	OREGON ST	
265568	130 CAMPBELL 4 TO 8 (EXC W TRIA OF 8) & W 1/2 OF LEON ST CLSD ADJ & TRIA IN RRRSV & W 75 FT OF 11 TO 14 & E 35 FT OF LEON ST ADJ (31803.16 SQ.FT)	VASQUEZ HOLDING GROUP LLC	314	PAISANO DR	
265761	118 CAMPBELL N 17 FT OF 7 & S 11 FT OF 8 (3360 SQ.FT)	BERG INVESTMENT CO INC	507	OREGON ST	
266337	149 CAMPBELL 11 & 12 (6240 SQ.FT)	4MAT FAMILY LP	300	STANTON ST	
266779	170 CAMPBELL LOT 12 (3120.00 SQ.FT)	THE CLEAN GROUP LP	120	ANTHONY ST	
266886	149 CAMPBELL 13 & N 0.5 FT OF 14 (3180 SQ.FT)	NADLER FAMILY LIMITED PARTNERSHIP	304	STANTON ST	

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
267011	74 CAMPBELL 15 TO 17 & S 16 FT OF 14 & N 12.5 FT OF 18 (12780 SQ FT)	COHEVA GROUP LLC	812	OREGON	ST	
268261	37 MILLS 120 FT ON OVERLAND X 113.333 FT ON STANTON NWC (13600 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	200	STANTON	ST	
269492	3 FRANKLIN HEIGHTS 17 TO 20 (12000 SQ FT)	ENERGY WORKS LLC	1001	TEXAS	AVE	
269886	18 MILLS 39.667 FT ON EL PASO X 120 FT BEG 47 FT S OF NEC (4760 SQ FT)	PEARSON OFFICE COMPLEX LLC	417	EL PASO	ST	
270409	33 MILLS 42.95 FT ON SANTA FE X 120 FT BEG 211.22 FT N OF SWC	BEL CLAIRE REALTY LTD	360	SANTA FE	ST	
270945	206 CAMPBELL 53.5 FT OF 11 TO 15 BEG 24.5 FT E OF NWC (6420 SQ FT)	ORO INVESTMENTS LLC	802	SAN ANTONIO	AVE	
271224	59 CAMPBELL 15 & 16 & N 23 FT OF 17 & W 1/2 OF 11 TO 14 15240 SQ FT	COHEVA GROUP LLC	900	OREGON	ST	
272715	227 CAMPBELL 1 TO 5 (15600 SQ FT)	CITY OF EL PASO	801	TEXAS	AVE	EX-XV
272918	34 MILLS 26.333 FT ON EL PASO X 120 FT BEG 260 FT S OF NWC	MILLS PLAZA PROPERTIES DIVEST LP	320	EL PASO	ST	
273022	226 CAMPBELL 1 TO 3 (9360 SQ FT)	ESPERANTO PROPERTIES LLC	901	TEXAS	AVE	
274457	33 MILLS 42.5 FT ON EL PASO X 134 FT BEG 318.49 FT S OF NEC	MESA FOOD GTS LLC	409	EL PASO	ST	
274690	118 CAMPBELL N 14 FT OF S 16.45 FT OF 12 (1680 SQ FT)	BORJAS INVESTMENTS LLC	602	EL PASO	ST	
275003	18 MILLS 79.5 FT ON FRANKLIN X 78.667 FT BEG ON NWC (6254.03 SQ FT)	PEARSON RAY & ROBERT T	216	FRANKLIN	AVE	
275402	133 CAMPBELL PT OF 3 & 4 BEG 11.10 FT N OF SEC OF 3 (IRREG ON S-17.55 FT ON W -134.00 FT ON N- 15.05 FT ON E) (2228.00 SQ FT)	REALTY EMPIRE R8A LLC	519	EL PASO	ST	
276218	226 CAMPBELL 8 & E 4 FT OF 7 (3600 SQ FT)	AVENIDA TEXAS LLC	915	TEXAS	AVE	
277512	34 MILLS 83.02 FT ON OVERLAND X 115.2 FT ON OREGON NEC (9565 SQ FT)	IEK # 1 LP	118	OVERLAND	AVE	
277725	JUAN MA PONCE DE LEON SURV PT OF SURV & W PT OF BLK 130 CAMPBELL (403.13' ON ST-94.47' ON ELY-IRREG ON SLY-133.18' ON WLY) (DOWNTOWN MANAGEMENT DI	GOLDCROSS PROPERTIES	500	PAISANO	DR	
278007	36 MILLS 127.67 FT ON MESA X 120 FT BEG 90.5 FT N OF SWC (15320 SQ FT)	BELCLAIRE REALTY LTD	306	MESA	ST	
278276	133 CAMPBELL 15 & 16 & S 9 FT OF 14 & N 9 FT OF 17 (8400.00 SQ FT)	AL-HANNA SALAH & ELIAS WILLIAM A JR	410	SANTA FE	ST	
278826	5-1/2 MILLS 40 FT ON OREGON X 61.667 FT ON SAN ANTONIO X 66 FT ON TEXAS	LEGATE CO TEXAS LLC	201	SAN ANTONIO	AVE	
278930	7 MAGOFFIN HOMESTEAD LOT 1 (7000 SQ FT)	PIEDRA MARIA R & MARTHA E	1103	SAN ANTONIO	AVE	HS
279086	116 CAMPBELL LOT 18 (3120 SQ FT)	LAM JINNY K	518	MESA	ST	
279626	132 CAMPBELL 7 TO 9 & S 2 FT OF 10 (EXC NLY TRIA) (9487.50 SQ FT)	BELCAIRE REALTY LTD	401	SANTA FE	ST	
281043	7 MILLS 56 FT ON LEON X 120 FT BEG 212 FT S OF NEC (6720 SQ FT)	ANNUNCIATION HOUSE INC	325	LEON	ST	EX-XV
281767	13 MILLS 21.5 FT ON OREGON X 78 FT BEG 40.1667 FT N OF SWC (1677 SQ FT)	FAMAR PROPERTIES & INVESTMENT INC	116	OREGON	ST	
282986	80 MAGOFFIN 6 & E 2.48 FT OF 7 (2475.00 SQ FT)	BARRAZA CARLOS & SOLEDAD	1121	OVERLAND	AVE	HS, OTHER
283211	34 MILLS 24.53 FT ON EL PASO X 101.88 FT BEG 99.667 FT S OF NWC (2499 SQ FT)	300SEP LLC TEXAS LIMITED LIABILITY CO	308	EL PASO	ST	
284117	33 MILLS 29.44 FT ON SANTA FE X 120 FT BEG 181.78 FT N OF SWC	RED BALLOON LP	364	SANTA FE	ST	
284496	133 CAMPBELL S 13 FT OF 18 & N 17 FT OF 19	HERRERA MARTIN E & ALICIA S (LE)	416	SANTA FE	ST	
285367	3 FRANKLIN HEIGHTS N 104.94 FT OF 1 TO 16 & 11 TO 16 & E .5 FT OF 17 IN 226 CAMP & STBTW & STRIP 17.26' X 626.95' O	ANGE INVESTMENTS LLC	205	ANGE	ST	
286285	7 MILLS 30 FT ON DURANGO X 120 FT BEG 303.333 FT S OF NWC (3600 SQ FT)	GARCIA LUIS	424	DURANGO	ST	
286378	134 CAMPBELL S 4 FT OF 16 & N 11.60 FT OF 17 (1872.00 SQ FT)	SANCHEZ SONIA & SOTO SILVIA	510	EL PASO	ST	
286671	23 MILLS PT OF BLK BEG 169.25 FT NW OF SWC (90.75 FT ON STANTON- 87.5 FT ON NW- IRREG ON N- 120 FT ON E (8940.0 SQ FT)	T & R CHEMICALS INC	516	STANTON	ST	
286829	149 CAMPBELL S 25.5 FT OF 14 (3060 SQ FT)	RELDAN PARTNERS L P	308	STANTON	ST	
287938	103 CAMPBELL E 55.00 FT OF 11 (1430.00 SQ FT)	DELGADO CORINA M	306	FOURTH	AVE	
288869	36 MILLS 64.85 FT ON MESA X 120 FT BEG 81.667 FT S OF NWC EXC 5 FT X 60 FT IN NEC (7482 SQ FT)	ROSEN RICHARD J ENTERPRISES	206	MESA	ST	
290456	215 CAMPBELL 13 & E 9.25 FT OF 14 (4230 SQ FT)	MARTINEZ GUSTAVO R	814	MYRTLE	AVE	
292775	5 1/2 MILLS 46.56 FT ON SAN ANTONIO BEG 61.667 FT E OF SWC	SALOM OLGA M B	207	SAN ANTONIO	AVE	
295431	12 MILLS 30.24 FT ON STANTON X 120 FT BEG 86.667 FT S OF NEC & 15.667 FT IN REAR (2755 SQ FT)	BASSETT PARTNERS EP LLC	113	STANTON	ST	
295943	31 MILLS 41 FT ON OVERLAND X 86.667 FT BEG 79 FT E OF SWC	LYNX INDUSTRIES LTD	311	OVERLAND	AVE	
297846	51 MILLS 50 FT ON SAN FRANCISCO X 122.333 FT ON DURANGO NEC (6117 SQ FT)	MALAHAT HOLDINGS LLC	500	SAN FRANCISCO	AVE	
298531	13 MILLS N 50 FT OF S 111.667 FT & E 42 FT OF S 61.667 FT OF W 120 FT OF BLK	LORE CORP	114	OREGON	ST	
298606	4 MILLS 50 FT ON MILLS X 86.667 FT ON MESA NWC (W 50 FT OF 22) (4334 SQ FT)	MILLS PLAZA PROPERTIES IX LP	230	MESA	ST	
298850	147 CAMPBELL ALL OF BLK EXC PT IN ST (54450.00 SQ FT)	COUNTY OF EL PASO	320	CAMPBELL	ST	EX-XV
299597	4 MILLS 60 FT ON TEXAS X 86.667 FT BEG 60 FT E OF SWC (E 60 FT OF 24) (5200 SQ FT)	AVENIDA TEXAS LLC	209	TEXAS	AVE	
299658	103 CAMPBELL S 19.17 FT OF W 40 FT OF 18 & N 6.83 FT OF E 8 FT OF W 40 FT OF 18 (821.00 SQ FT)	ALVARADO STEVEN D	616	MESA	ST	
300454	88 CAMPBELL 16 & N 9 FT OF 17 (4200 SQ FT)	SANTA ANA SALVADOR & MARIA T	814	EL PASO	ST	
300676	6 MILLS LOT 28 (14508 SQ FT)	CITY OF EL PASO	106	MILLS	ST	EX-XV
301775	101 CAMPBELL 16 & S 0.4375 FT OF 15 & N 8.5625 FT OF 17 (4200.00 SQ FT)	SALOM MARIA E O	710	EL PASO	ST	
301837	45 MILLS 21 FT ON CHIHUAHUA X 60 FT BEG 99 FT S OF NEC (1260 SQ FT)	CITY OF EL PASO	309	CHIHUAHUA	ST	EX-XV
302007	132 CAMPBELL NLY TRIA OF 9 & 10 (15.00 FT ON SANTA FE - 21.21 FT ON S - 15.00 FT ON N) (112.50.00 SQ FT)	CITY OF EL PASO	401	SANTA FE	ST	EX-XV
302502	35 MILLS 49 FT ON OREGON X 120 FT BEG 138 FT S OF NWC (5880 SQ FT)	PEREZ FRANCISCO	212	OREGON	ST	
302546	35 MILLS 21.5 FT ON MESA X 120 FT BEG 108.5 FT S OF NEC (2580 SQ FT)	DELGADO EVERARDO Y & YOSHIDA MARTHA R	209	MESA	ST	
302843	214 CAMPBELL 11 TO 20 -7 TO 10 -PT OF ALLEY WAY ADJ TO BLK / 1 FRANKLIN HEIGHTS 1 TO 6 & W 15 FT OF 7 - 17 TO 19 - PT OF ALLEY WAY ADJ & PT OF CLOSED A	MPV DEVELOPMENT INC	900	MYRTLE	AVE	
303274	214 CAMPBELL 1 & 2 (6240 SQ FT)	RUVALCABA SYLVIA	901	MAGOFFIN	AVE	
303748	100 CAMPBELL 16 & 17 & N 18.00 FT OF 18 (8400.00 SQ FT)	BORJAS INVESTMENTS LLC	706	SANTA FE	ST	
304485	7 MILLS 60 FT ON OVERLAND X 120 FT BEG 60 FT W OF NEC (7200 SQ FT)	GEZELLIGHIED LLC	404	OVERLAND	AVE	
304607						
304773	7 MILLS 30.333 FT ON DURANGO X 120 FT BEG 273 FT S OF NWC (3640 SQ FT)	GUILLEN GILBERT	420	DURANGO	ST	
304939	3 FRANKLIN HEIGHTS 21 TO 22 (6000 SQ FT)	NADLER FAMILY LP	1013	TEXAS	AVE	
305191	133 CAMPBELL 1 & 21.5 FT OF 2 (6365.00 SQ FT)	BRECEDA & REYES CORP	195	THIRD	AVE	
306781	87 CAMPBELL 4 TO 7 & S 18 FT OF 8 (14640 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	709	MESA	ST	
309318	4 MILLS 30 FT ON TEXAS X 86.667 FT BEG 90 FT W OF SEC (2600 SQ FT)	SOUTHWEST DENTAL MANAGEMENT INC	211	TEXAS	AVE	
310986	36 MILLS 35 FT ON STANTON X 120 FT BEG 260 FT N OF SEC (4200 SQ FT)	RIVER OAKS PROPERTIES LTD	225	STANTON	ST	
311249	226 CAMPBELL 4 TO 6 & W 22 FT OF 7 (12000 SQ FT)	ESPERANTO PROPERTIES LLC	909	TEXAS	AVE	
311863	101 CAMPBELL S 25.00 FT 1 (3000.00 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	621	OREGON	ST	
312437	18 MILLS S 119.33 FT OF E 1/2 OF BLK & CLSD ALY & S 111.85 FT OF W 1/2 OF BLK & CLSD ALY	CITY OF EL PASO	201	MAIN	DR	EX-XV
312583	79 MAGOFFIN 5 30.3 FT OF 31 & 32 (1515 SQ FT)	GONZALEZ-CALVO JAIRO	109	HILLS	ST	
313054	169 CAMPBELL 7 & 8 & 10 FT X 53 FT OF CLSD ALLEY ADJ (6890.00 SQ FT)	WICKER R B TIRE & RUBBER CO	201	ANTHONY	ST	
313270	86 CAMPBELL LOT 15 (3120 SQ FT)	SERRANO MARIA M & SAENZ NORA & 5	710	MESA	ST	
313829	116 CAMPBELL E 45 FT OF 19 & 20 (2340 SQ FT)	LAM JINNY K	307	FOURTH	AVE	
313895	17 MILLS SE PT OF BLK (87.50' ON N - 150.00' ON E - 94.81' ON S - 186.51' ON W) (14722.32 SQ FT)	MILLS PLAZA PROPERTIES LP	303	OREGON	ST	
315040	80 MAGOFFIN 20 & W 10 FT OF 21 (3151.80 SQ FT)	UNKNOWN OWNER	1106	SAN ANTONIO	AVE	
315262	86 CAMPBELL 19 & 20 (6240 SQ FT)	TEXAS 26 LLC	722	MESA	ST	
315735	100 CAMPBELL S 12.5 FT OF N 20 FT OF 8 (1675 SQ FT)	KIM WON T	707	EL PASO	ST	
317317	14 MILLS 72 FT ON EL PASO X 120 FT BEG 90 FT N OF SWC (8640 SQ FT)	SW T-BIRD LTD	210	EL PASO	ST	
318202	59 CAMPBELL E 1/2 OF 11 TO 14 (6240 SQ FT)	COHEVA GROUP LLC	208	SEVENTH	AVE	
318216	200 CAMPBELL 11 & 12 (6240 SQ FT)	CASTANEDA JOSE D & ARACELI	700	OVERLAND	AVE	
318351	10 MILLS E 54 FT OF N 1/2 OF BLK	SUMMIT INDIGO EP LLC	325	KANSAS	ST	
318700	146 CAMPBELL PT OF 2 & 3 (120 FT ON N - 25.01 FT ON E - 120.26 FT ON S - 32.67 FT ON W) (3460.61 SQ FT)	BLK INVESTMENTS 2 FAMILY LP	317	OCHOA	ST	
319385	216 CAMPBELL W 60 FT OF 1 TO 5 (7800 SQ FT)	GARZA MARIA E	711	MAGOFFIN	AVE	
320782	15 MILLS 64 FT ON EL PASO X 134 FT BEG 51 FT S OF NEC	ABUNDANT LIVING FAITH CENTER	207	EL PASO	ST	EX-XV
322626	5 MILLS 25 FT ON MILLS X 80 FT BEG 65 FT OF NWC (2000 SQ FT)	CITY OF EL PASO	112	MILLS	AVE	EX-XV
323012	35 MILLS 43.33 FT ON MESA X 120 FT BEG 130 FT S OF NEC (5200.00 SQ FT)	ARMENDARIZ SERGIO & LUCERO ALEXIS	211	MESA	ST	
323532	7 MILLS 54.15 FT ON DURANGO - 120.00 FT ON N - 99.54 FT ON E - 128.30 FT ON S (9484.23 SQ FT)	CENTRO DE SALUD FAMILIAR LA FE INC	428	DURANGO	ST	EX-XV
323575	79 MAGOFFIN N 30.5 FT OF 1 TO 3 (2288 SQ FT)	SHR INVESTMENTS LLC	111	HILLS	ST	

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
323846	2 MILLS	N 65.07 FT OF E 74.62 FT & N 62.87 FT OF W 45.92 FT OF E 120	415	MESA	ST	
324344	211 CAMPBELL 7 TO 10 & N 2' OF 6 (12720 SQ FT)	MILLS PLAZA PROPERTIES VIII LP	716	MAGOFFIN	AVE	
326297	198 CAMPBELL 11 TO 20 (26700 SQ FT)	THE ROSALIE HAMRAH 2015 LIVING TRUST	500	OVERLAND	AVE	EX-XV
326503	1 FRANKLIN HEIGHTS	COUNTY OF EL PASO	1014	MYRTLE	AVE	
327194	215 CAMPBELL	ABA PROPERTIES LLC	810	MYRTLE	AVE	
327375	24 MILLS 45 FT ON OVERLAND X 108.333 FT BEG 75 FT E OF SWC (4875 SQ FT)	MARTINEZ GUSTAVO R	307	OVERLAND	AVE	
327716	45 MILLS 91.46 FT ON LEON BEG 374.5 FT S OF NWC (120 FT ON N 105 FT ON E 120.8 FT ON S) (11810.31 SQ FT)	307 E OVERLAND LLC	311	PAISANO	DR	
328212	2 MILLS	GREEN SOIL PROPERTIES LLC	413	MESA	ST	
329150	34 MILLS	CLARENCE KENNETH C	225	OREGON	ST	
329270	206 CAMPBELL 16 TO 20 (15600.00 SQ FT)	XICALI RAUL	112	OCHOA	ST	EX-XV
329520	119 CAMPBELL LOT 10 (3484 SQ FT)	COUNTY OF EL PASO	601	EL PASO	ST	
330167	7 MILLS	TWINS PIZZA INC	416	DURANGO	ST	
330205	206 CAMPBELL 1 TO 5 (15600.00 SQ FT)	SOTOAK REALTY LLC	821	OVERLAND	AVE	EX-XV
330233	214 CAMPBELL 5 & 6 (6240 SQ FT)	COUNTY OF EL PASO	911	MAGOFFIN	AVE	
330560	101 CAMPBELL 14 & S 18.00 FT OF 13 & N 25.5625 FT OF 15	RUVALCABA SYLVIA	704	EL PASO	ST	
332527	13 MILLS	ALBA RAYMUNDO JR	109	MESA	ST	
333616	58 CAMPBELL	MILLS PLAZA PROPERTIES IV LP	912	MESA	ST	
334747	171 CAMPBELL LOT 3	AUTO ZONE INC	115	ANTHONY	ST	
336262	100 CAMPBELL N 21 FT OF 6 & S 19 FT OF 7 (5360 SQ FT)	SNORTUM MARTIN F	709	EL PASO	ST	
336437	211 CAMPBELL 11 TO 13 & NLY 23 FT OF 14 (12304.85 SQFT)	KOO IL HOE	100	OCHOA	ST	
336865	3 MILLS	THE ROSALIE HAMRAH 2015 LIVING TRUST	310	MESA	ST	
337549	171 CAMPBELL 1 & 2 (6240 SQ FT)	GEORGE R DIPP 2021 SPOUSAL LIFETIME ACCESS TRUST	117	ANTHONY	ST	EX-XV
337996	38 MILLS	CITY OF EL PASO	104	STANTON	ST	
338316	169 CAMPBELL 4 TO 6 & N 1.333 FT OF 3 (9519.00 SQ FT)	YUN HOWARD	701	PAISANO	DR	
338511	222 CAMPBELL 11 TO 13 (9360 SQ FT)	WICKER R B TIRE & RUBBER CO	818	TEXAS	AVE	
338779	51 MILLS 82.25 FT ON SAN FRANCISCO X 149.89 FT ON ANTHONY (11609 SQ FT)	BELTRAN MOISES	522	SAN FRANCISCO	AVE	
338873	80 MAGOFFIN 17 TO 19	MALAHAT HOLDINGS LLC	1104	SAN ANTONIO	AVE	
339235	13 MILLS 89.17 FT ON MESA X 120 FT ON OVERLAND SECTION (10700.40 SQ FT)	INVESTORS HOLDINGS INC	113	MESA	ST	
341054	135 CAMPBELL 1 & S 24.00 FT OF 2 (6000.00 SQ FT)	MILLS PLAZA PROPERTIES IV LP	419	MESA	ST	
342749	34 MILLS 34.98 FT ON OVERLAND X 115.21 FT BEG 117.42 FT E OF NWC (4023 SQ FT)	VAZQUEZ LAURA E	112	OVERLAND	AVE	
343005	102 CAMPBELL 1 TO 5	IEK # 1 LP		MESA	ST	EX-XV
343752	74 CAMPBELL 6 TO 10 (15600 SQ FT)	CATHOLIC DIOCESE OF EL PASO	801	MESA	ST	
345393	117 CAMPBELL 11 TO 13 (9360 SQ FT)	ANISTRUM INVESTMENTS LTD	500	OREGON	ST	
345959	103 CAMPBELL 17 & E 60 FT OF S 8 FT OF 15 & E 60 FT OF N 6.5 FT OF 16 & S 19.5 FT OF 16 & W 32 FT OF N 6.83 FT OF 18	EP 500 SOUTH OREGON LLC	614	MESA	ST	
346253	145 CAMPBELL 4 TO 10 & PT OF 3 (2.47 FT ON E - 44.45 FT & 75.99 FT ON S - 11.61	HERNANDEZ ARNOLDO	827	PAISANO	DR	
347563	3 FRANKLIN HEIGHTS 25 & 26 (6000 SQ FT)	BLK INVESTMENTS 2 FAMILY LP	1017	TEXAS	AVE	
348642	116 CAMPBELL LOT 17 (3120 SQ FT)	NADLER FAMILY LIMITED PARTNERSHIP	516	MESA	ST	
348654	32 MILLS S 10 FT OF N 110 FT OF W 30 FT OF E 60 FT OF W 1/2 OF BLK (300 SQ FT)	LAM JINNY K		CHIHUAHUA	ST	EX-XV
349107	36 MILLS 61.15 FT ON MESA X 120 FT BEG 198.75 FT S OF NWC (7338 SQ FT)	CITY OF EL PASO		MESA	ST	
349975	43 MILLS	DOWNTOWN SHALOM LLC	401	MAIN	DR	
351078	2 FRANKLIN HEIGHTS	UNITED BANK OF EL PASO DEL NORTE	1006	TEXAS	AVE	
352284	226 CAMPBELL 9 & 10 (6240 SQ FT)	1006 TEXAS AVE LLC	921	TEXAS	AVE	
352702	32 MILLS 63.333 FT ON CHIHUAHUA X 120 FT BEG 110 FT S OF NWC (7599.60 SQ FT)	ECHEVERRIA ALEGRE CORPORATION	308	CHIHUAHUA	ST	EX-XV
354343	46 MILLS 137.333 FT ON DURANGO X 120 FT ON SAN ANTONIO NWC (16480 SQ FT)	CITY OF EL PASO	420	SAN ANTONIO	AVE	EX-XV
354562	86 CAMPBELL LOT 16 (3120 SQ FT)	CITY OF EL PASO	712	MESA	ST	
355154	215 CAMPBELL	ESCOBAR ENRIQUE	813	MAGOFFIN	AVE	EX-XV
355211	13 MILLS 60 FT ON SAN ANTONIO X 122.667FT ON OREGON NWC (7360.20 SQ FT)	OPPORTUNITY CENTER FOR THE HOMELESS	200	SAN ANTONIO	AVE	
355410	4 MILLS	EP EL CENTRO LLC	220	MESA	ST	
355459	223 CAMPBELL 17 & W 1/2 OF 16 (4680 SQ FT)	MILLS PLAZA PROPERTIES IX LP	906	TEXAS	AVE	
355690	119 CAMPBELL 18 TO 20 & S 17 FT OF 17 (11400.00 SQ FT)	BARRON IRMA & TORRES RACHEL	630	SANTA FE	ST	
358177	135 CAMPBELL 3 & N 2 FT OF 2 & S 12.00 FT OF 4 (4800.00 SQ FT)	LANESTONE I LLC	415	MESA	ST	
358231	36 MILLS	MILO TX3 LLC	300	OVERLAND	AVE	
359030	118 CAMPBELL 10 & N 11.666 FT OF 9 & 5.333 FT ADJ 10 ON N	MARCUS REAL ESTATE LIMITED PARTNER	501	OREGON	ST	
359643	37 MILLS	BORJAS INVESTMENTS LLC	209	KANSAS	ST	
359956	24 MILLS PT OF BLK	BASSETT TOWER CORPORATION	303	OVERLAND	AVE	
360256	101 CAMPBELL 6 TO 9 & S 1.00 FT OF 10 (12600.00 SQ FT)	GARZA ENRIQUE J & SILVIA E	605	OREGON	ST	
360359	32 MILLS 30 FT ON OVERLAND X 110 FT BEG 90 FT E OF NWC	ANISTRUM INVESTMENTS LTD	212	OVERLAND	AVE	EX-XV
360743	134 CAMPBELL N 22 FT OF 16 (2640.00 SQ FT)	CITY OF EL PASO	508	EL PASO	ST	
360976	161 CAMPBELL PT OF BLK & PT OF S 16.667 FT OF 1 IN 169 CAMPBELL & PT OF 34 FT ST BTW BLKS 161 & 169 (62.2 ON N 137.01 ON E150.44 ON SW	EP PASEO SOUTH HOLDINGS LLC	600	SAN ANTONIO	AVE	
361715	78 MAGOFFIN W 1/2 OF BLOCK	WICKER R B TIRE & RUBBER CO		PAISANO	DR	EX-XV
361721	46 CAMPBELL	CITY OF EL PASO	1002	OREGON	ST	
362264	145 CAMPBELL 17 & N PT OF 18 (46.04 FT ON W 120 FT ON N 38.88 FT ON E 120.3 FT ON S) (5095 SQ FT)	LOPEZ LINO	801	PAISANO	DR	
363332	14 MILLS 42 FT ON EL PASO X 120 FT BEG 48 FT N OF SWC (5040 SQ FT)	ISAIS JUAN M	216	EL PASO	ST	
365067	133 CAMPBELL 20 & S 9 FT OF 19 (4200.00 SQ FT)	BARBROS PROPERTY LTD	418	SANTA FE	ST	
365167	39 MILLS 99.25 FT ON STANTON X 120.00 FT ON TEXAS & 20.00 FT ALLEY ADJ	THREE SONS PROPERTIES LLC	304	TEXAS	AVE	EX-XV
365758	117 CAMPBELL 15 TO 18 (12480 SQ FT)	HOUSING AUTHORITY OF THE CITY OF EL PASO	510	OREGON	ST	EX-XU
366191	15 MILLS 88.25 FT ON EL PASO X 134 FT ON OVERLAND SEC (11826 SQ FT)	510 SOUTH OREGON LLC	215	EL PASO	ST	
366554	204 CAMPBELL 45.59 FT ON SAN ANTONIO BEG 183 FT E OF NWC	JABALIE VIRGINIA & MARY L	1014	SAN ANTONIO	AVE	
366814	34 MILLS	SAYKLAY PROPERTIES LLC	324	EL PASO	ST	
366831	171 CAMPBELL 5 & S 12 FT OF E 1/2 OF 6 & N 1/2 OF 4 EXC 291 SQ FT (5400.00 SQ FT)	MILLS PLAZA PROPERTIES DIVEST LP	113	ANTHONY	ST	EX-XV
368704	201 CAMPBELL N 1/2 OF BLK (31200.00 SQ FT)	CITY OF EL PASO	800	OVERLAND	AVE	EX-XV
370436	72 CAMPBELL PT OF 2 TO 9 & PT OF SANTA FE RR RESERVATION (222.48' ON ST -IRREG ON SW - 177.34' ON NW - IRREG ON E)	COUNTY OF EL PASO	911	EL PASO	DR	
370772	36 MILLS 20 FT ON STANTON X 120 FT BEG 240 FT S OF NEC (2400 SQ FT)	MEUCHADIM OF TEXAS LTD	221	STANTON	ST	
371298	89 CAMPBELL	RIVER OAKS PROPERTIES LTD	805	EL PASO	ST	
372562	5 MILLS	SALOM GEORGE E FAMILY LD PRTSHp	114	MILLS	AVE	
373805	223 CAMPBELL	TEMPE THORN RENTALS LLC	909	MYRTLE	AVE	
373864	118 CAMPBELL 14 & S 14.45 FT OF 13 (4854 SF)	EL PASO EMPLOYEES FEDERAL CREDIT UNION	606	EL PASO	ST	
374043	15 MILLS 60 FT ON OVERLAND X 125.75 FT ON SANTA FE SWC (7545.00 SQ FT)	BERG INVESTMENT CO	117	OVERLAND	AVE	
375606	33 MILLS 43.00 ON EL PASO X 134.00 FT BEG 232.19 FT S OF NEC (5762.00 SQ FT)	FRANKLIN GROUP L P	401	EL PASO	DR	
375805	205 CAMPBELL E 60 FT OF 9 & 10 & N 21 FT OF 8 (4380 SQ FT)	MARCEP GROUP LLC	918	SAN ANTONIO	AVE	
376707	171 CAMPBELL W 1/2 OF 6 & N 14 FT OF E 1/2 OF 6 (2400 SQ FT)	ABOUD RUSSELL M	111	ANTHONY	ST	EX-XV
376878	214 CAMPBELL 3 & 4 (6240 SQ FT)	CITY OF EL PASO	905	MAGOFFIN	AVE	
377035	212 CAMPBELL 8 TO 10 & E 7 FT OF 7 (10200 SQ FT)	SAENZ UBALDO	817	OLIVE	AVE	
378039	135 CAMPBELL 6 TO 9 & S 2.00 FT OF 10 (12720.00 SQ FT)	GREENBELT ASSETS LLC	220	PAISANO	DR	
379213	227 CAMPBELL 6 TO 8 (9360 SQ FT)	LOPEZ JESUS ROMO	811	TEXAS	AVE	EX-XV
379846	5 1/2 MILLS	CITY OF EL PASO	114	TEXAS	AVE	
	101.82 FT ON SAN ANTONIO BEG 108.29 FT E OF SWC & EXTENDING	TROST HILLS BUILDING LLC				

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS		EXEMPTIONS	
380524	87 CAMPBELL 12 & N 5.5 FT OF 13	MILO TX2 LLC	702	OREGON	ST	
380546	205 CAMPBELL 11 TO 15 & N 10 FT OF 16 (16800 SQ.FT)	MEXICAN CONSULATE		SAN ANTONIO	AVE	EX-XV
381316	5 MILLS 80 FT ON MESA X 95 FT ON MILLS NEC (7600 SQ.FT)	BANNER HOTEL LLC	215	MESA	ST	
381892	170 CAMPBELL 4 TO 8 (15867.6 SQ.FT)	PARKHILL SMITH & COOPER PROPERTY HOLDINGS LLC	501	SAN ANTONIO	AVE	
382136	41 MILLS E 240 FT OF N 1/2 OF BLK & CLSD ALLEY ADJ ON S (33600.00 SQ.FT)	MILLS PLAZA PROPERTIES VII LP	222	KANSAS	ST	
383194	1 FRANKLIN HEIGHTS 10 & 11 (6000 SQ.FT)	EPHFC MYRTLE LLC	1020	MYRTLE	AVE	EX-XV
383895	59 CAMPBELL 6 TO 10 (15600 SQ.FT)	ROSENBAUM FAMILY TRUST	907	MESA	ST	
383999	144 CAMPBELL E PT OF 7 (35.55 FT ON ST - 15.13 FT ON W - 32.22 FT ON N) (244.81 SQ.FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B				
384205	35 MILLS 157.12 FT ON MESA X 120.00 FT BEG 78.00 FT N OF SEC (18852.00 SQ.FT)	SYSTEM CAPITAL REAL PROPERTY	309	MESA	ST	
384254	58 CAMPBELL E 1/2 OF 19 & 20 (3120 SQ.FT)	MEUCHADIM OF TEXAS LTD	303	8TH	ST	
384403	13 MILLS 25.667 FT ON OREGON X 120 FT BEG 122.667 FT S OF NWC (3080 SQ.FT)	110 S OREGON LLC	110	OREGON	ST	
384479	149 CAMPBELL S 20 FT OF 18 (2400 SQ.FT)	SANTOSCOY NORMAN R	314	STANTON	ST	
384543	37 MILLS 96.667 FT ON KANSAS X 120 FT ON FIRST SEC (11600 SQ.FT)	BELCLAIRE REALTY LTD	217	KANSAS	ST	
385828	134 CAMPBELL S 14.4 FT OF 17 & N 18.00 FT OF 18 (3888.00 SQ.FT)	HERRERA ENRIQUE (LE) & ALICIA (LE) & 2	512	EL PASO	ST	
386178	23 MILLS PT OF BLK BEG 108.07' SE OF NELY COR (151.93' ON NELY - 40.00' ON SELY - IRREG ON SWLY - 120.00' ON NWLY)	T & R CHEMICALS INC		KANSAS	ST	
386656	36 MILLS 52.15 FT ON MESA X 120 FT BEG 146.52 FT S OF NWC (6258 SQ.FT)	ROSEN RICHARD J ENTERPRISES	210	MESA	ST	
386759	134 CAMPBELL 14 & 15 & S 18 FT OF 13 (8400.00 SQ.FT)	JABALIE VIRGINIA & MARY L	504	EL PASO	ST	
387576	200 CAMPBELL 13 TO 16 (12480 SQ.FT)	SEGOVIA JUAN M & CYNTHIA	206	FLORENCE	ST	
387848	51 MILLS 71 FT ON SAN FRANCISCO X 140 FT ON W BEG 50 FT W OF NEC (9940 SQ.FT)	JB4 PROPERTIES LP	504	SAN FRANCISCO	AVE	
388300	5 MILLS 90 FT ON MESA X 131 FT ON TEXAS EXC 5 FT X 36 FT IN NWC	CVS PHARMACY INC	201	MESA	ST	
390161	17 MILLS PT OF BLK BEG 95.08' SW OF NEC (13.17' ON NWLY - IRREG ON NELY -69.60' & 65.59' ON SELY - IRREG ON SWLY) (24253.96 SQ.FT)	MILLS PLAZA PROPERTIES LP	123	PIONEER	PLZ	
390162	39 MILLS S 160.75 FT OF W 120 FT & ALY ADJ & E 150 FT OF S 145 FT & 193.91 SQ.FT ADJ TO NWC	EL PASO ELECTRIC COMPANY	112	STANTON	ST	
390628	80 MAGOFFIN 5 & W 20 FT OF 4 (4086 SQ.FT)	HIDALGO JOSE ALBERTO	1123	OVERLAND	AVE	
390725	51 MILLS 120.667 FT ON WESTERN X 85 FT ON DURANGO SEC (10257 SQ.FT)	THE PLACE AT UNION PLAZA INC	115	DURANGO	ST	
391533	35 MILLS 78 FT ON MESA X 120 FT ON PAISANO SEC (9360 SQ.FT)	THE JOHN R ELLIS TRUST & 3	217	PAISANO	DR	
392111	32 MILLS 30 FT ON OVERLAND X 110 FT BEG 30 FT E OF NWC	CITY OF EL PASO	220	OVERLAND	AVE	EX-XV
392685	33 MILLS NWC OF BLK (209.16 FT ON SANTA FE X 120 FT ON OVERLAND) (25165.03 SQ.FT)	RED BALLOON LP	110	OVERLAND	AVE	
393490	103 CAMPBELL W 80 FT OF 19 & 20 (4160.00 SQ.FT)	SOUTHSIDE LOW INCOME HOUSING	620	MESA	ST	EX-XV
394786	32 MILLS 120 FT ON OVERLAND ST X 173.33 FT ON SANTA FE ST (20799.88 SQ.FT)	CITY OF EL PASO	307	SANTA FE	ST	EX-XV
395302	5 SATTERTHWAITE 38 TO 42 & S 16.67 FT OF 37 (20480 SQ.FT)	CITY OF EL PASO	610	SANTA FE	ST	EX-XV
395753	101 CAMPBELL N 25.00 FT OF 11 (3000.00 SQ.FT)	RA GUN HWA & HUR YONG S	700	EL PASO	ST	
395875	100 CAMPBELL 134.00 FT OF N 4.00 FT OF 9 & S 10.75 FT OF 10 (1976.50 SQ.FT)	HERNANDEZ LUIS & MANUELA	703	EL PASO	ST	
395892	118 CAMPBELL N 15 FT OF 8 & S 14.333 FT OF 9 (3519 SQ.FT)	BORJAS INVESTMENTS LLC	505	OREGON	ST	
395897	216 CAMPBELL W 35.4167 FT OF 11 TO 15 (4605 SQ.FT)	CHAVEZ MARIO JR & ANGELINA R	702	MYRTLE	AVE	
396289	35 MILLS 70 FT ON OREGON X 120 FT BEG 260 FT N OF SWC (8400 SQ.FT)	MILO TX3 LLC	222	OREGON	ST	
397927	119 CAMPBELL 9 (EXC SLY PT) (1371.20 SQ.FT)	TWINS PIZZA INC	601	EL PASO	ST	
398864	100 CAMPBELL N 25.00 FT OF 11 (3000.00 SQ.FT)	RIO DORADO INVESTMENTS LLC	700	SANTA FE	ST	
398988	25 MILLS 55 FT ON OVERLAND X 112 FT ON CHIHUAHUA SWC (6160 SQ.FT)	LUCMOR LLC	219	OVERLAND	AVE	
399991	13 MILLS 60 FT ON SAN ANTONIO X 122.667 FT BEG 60 FT E OF NWC (91-8) (7360 SQ.FT)	KIM YONG JU & YUN SUN OK	206	SAN ANTONIO	AVE	
400806	222 CAMPBELL 5 & W 1/2 OF 6 (4680.00 SQ.FT)	AGUIRRE ALEJANDRO & ISELA	809	MYRTLE	AVE	
400913	32 MILLS 86.667 FT ON CHIHUAHUA X 120 FT BEG 173.333 FT S OF NWC	CITY OF EL PASO	312	CHIHUAHUA	ST	EX-XV
401320	24 MILLS PT OF BLK BEG 30.33' NW OF SWC (110.50' ON MESA - 120.00' ON NLY -IRREG ON ELY - 56.50 FT ON SLY)	L R MANAGEMENT LLC	112	MESA	ST	
401573	171 CAMPBELL S 1/2 OF 4 & 291 SQ.FT IN N 1/2 OF 4 (1851 SQ.FT)	CITY OF EL PASO		ANTHONY	ST	EX-XV
402991	1 SATTERTHWAITE 1 TO 10 (30900 SQ.FT)	LA FRONTERA CONSERVATION FUND	601	OREGON	ST	
403128	7 MILLS 92 FT ON LEON X 120 FT BEG 120 FT S OF NEC (11040 SQ.FT)	LION LOA LLC	305	LEON	ST	
406048	102 CAMPBELL 6 TO 10 (15600.00 SQ.FT)	HERNANDEZ MARIA C	601	MESA	ST	
406233	204 CAMPBELL 53 FT ON SAN ANTONIO BEG 130 FT E OF NWC (6195 SQ.FT)	STAR CITY INVESTMENTS LLC	1010	SAN ANTONIO	AVE	
407319	24 MILLS 43.333 FT ON STANTON X 120 FT BEG 130 FT S OF NEC (5200 SQ.FT)	CAPLES LAND COMPANY LLC	105	STANTON	ST	
407674	101 CAMPBELL 19 & 20 & S 8.29 FT OF 18 (7234.00 SQ.FT)	SALOM GEORGE E FAMILY LD PRTSH	714	EL PASO	ST	
407837	134 CAMPBELL 12 & S 2 FT OF 11 & N 8 FT OF 13 (4320.00 SQ.FT)	JABALIE VIRGINIA & MARY L	500	EL PASO	ST	
408710	100 CAMPBELL N 22.75 FT OF 3 & S 17 FT OF 4 (5326 SQ.FT)	LANESTONE I LLC	713	EL PASO	ST	
408844	136 CAMPBELL 12 TO 18 & S 2 FT OF 11 (22080.00 SQ.FT)	CASEY CONSTANCE D	306	PAISANO	DR	
409503	152 CAMPBELL PT OF 3 TO 6 (87.61 FT ON NELY - 139.0 FT ON SLY - 107.92 FT ON NWLY) (5062.63 SQ.FT)	SOTOAK REALTY LLC	501	PAISANO	DR	
409625	212 CAMPBELL 14 & 15 (6240 SQ.FT)	WTLD'S INVESTMENTS LLC	812	MAGOFFIN	AVE	
410211	74 CAMPBELL 1 TO 5 (15600 SQ.FT)	ANISTRUM INVESTMENTS LTD	827	MESA	ST	
410308	21 MILLS 16 & N 14 FT OF 17	PORTER ALBERT L	504	OREGON	ST	
411382	216 CAMPBELL W 68 FT OF 8 TO 10 (5305.61 SQ.FT)	GARZA MARIA E	716	MYRTLE	AVE	
412432	7 MILLS 43 FT ON LEON X 120 FT BEG 374 FT S OF NEC (5160 SQ.FT)	TCHONG & CHONG FAMILY TRUST	333	LEON	ST	
413450	211 CAMPBELL 1 TO 5 & S 24 FT OF 6 (17610 SQ.FT)	EL PASO FIREMEN & POLICEMEN'S PENSION FUND	909	SAN ANTONIO	AVE	EX-XV
413911	88 CAMPBELL 6 & S 9 FT OF 7 (4200 SQ.FT)	SALOM GEORGE E FAMILY LMTD PTRSH	709	OREGON	ST	
413970	38 MILLS 17.5' ON SAN ANTONIO X 130' BEG 99' E OF NWC & 12.75' X 4.5'X 13.52' ADJ ON S 2303.69 SQ.FT	408 ESPITA LLC	408	SAN ANTONIO	AVE	
602837	206 CAMPBELL PTS OF 6 TO 10 BEG 93.33' SW OF NEC OF 10 (35.75' ON NLY - IRREG ON ELY - 25.85' ON SLY - 120.0' ON WLY) (3810.00 SQ.FT)	ORO INVESTMENTS LLC	810	SAN ANTONIO	AVE	
617792	88 CAMPBELL REPLAT C LOT 1	MARTINEZ ROSA	115	SIXTH	AVE	
643803	2 FRANKLIN HEIGHTS 21 TO 23 & ELY 12.5 FT OF 20 (10499.00 SQ.FT)	SCG HOLDINGS LTD	1009	MYRTLE	AVE	
646368	UNT 1 SAVOY CONDOMINIUMS PLUS 40.0 % INT IN COM ELEMENT	TUNG ZHI II LLC	116	STANTON	ST	
656165	B STEVENS (1.1297 AC) OUT OF BLKS B & C & VACATED ROWS FOR XMPT PROPERTIES (STEVENS REPLAT B)	CITY OF EL PASO				EX-XV
656167	BLK B STEVENS REPLAT B LOT 1	CITY OF EL PASO	1	BALLPARK PLAZA		EX-XV
663209	2 FRANKLIN HEIGHTS 1 TO 10 (30000 SQ.FT)	BAUS INVESTMENTS LP	1000	TEXAS	AVE	
663961	MILLS VACATING PT OF OREGON ST & MILLS AVE R.O.W ADJ. (15206.10 SQ.FT)	MILLS PLAZA PROMENADE LLC				
667847	69 MAGOFFIN PT OF FIRST ST CLSD & SELY PT OF 11 BLK 69 & 143 (249.94 FT ON ST- IRREG ON WLY- 124.50 FT ON NLY) (3761 SQ.FT)	PEOPLE OF THE STATE OF TEXAS		PAISANO	DR	EX-XV
675120	7 MILLS 25 FT ON LEON X 120 FT BEG 268 FT S OF NEC (3000.00 SQ.FT)	GUAJARDO ENRIQUE	327	LEON	ST	
675121	7 MILLS 35.5 FT ON LEON X 120 FT BEG 293 FT S OF NEC (4260.00 SQ.FT)	GUAJARDO ENRIQUE	329	LEON	ST	
675515	119 CAMPBELL N 8.2 FT OF 8 & SLY PT OF 9 (30.2 FT ON ST-134.00 FT ON SLY-26.8 FT ON WLY-IRREG ON NLY) (3747.60 SQ.FT)	THREE SONS PROPERTIES LLC	603	EL PASO	ST	
676960	211 CAMPBELL 15 TO 20 & SLY 3 FT OF 14 (10855.15 SQFT)	THE ROSALIE HAMRAH 2015 LIVING TRUST	100	OCHOA	ST	
684959	38 MILLS PT OF BLK BEG 116.50 FT E & 130.00 FT S OF NWC (16.75 FT ON N- 4.50 FT ON E- 13.52 FT ON S) (30.49 SQFT)	ESCOBAR ENRIQUE				
695945	PT OF VACATED MAIN ST BTW BLKS 1 & 17 (260.00 FT ON NWLY- 44.00 FT ON NELY- IRREG ON SELY- 23.81 FT ON SWLY) (87120.00 SQ.FT)	MILLS PLAZA PARKING LP		OREGON	ST	
704642	UNT O-9A WESTSTAR TOWER CONDOMINIUMS (10370.00 SQ.FT) PLUS 4.318 % INT IN COM AREA	WESTSTAR TOWER PROPERTIES LLC	601	MESA	ST	AB
705693	216 CAMPBELL W 68 FT OF 6 & 7 (3537.08 SQ.FT)	GARZA MARIA E	716	MYRTLE	AVE	



Legislation Text

File #: 24-42, 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

El Paso Water, Alex Vidales, (915) 594-5636

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 sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 7.006 acres of land legally described as out of a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas.

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

DEPARTMENT: El Paso Water Utilities Public Service Board
(EPWater)

AGENDA DATE: Introduction - 1/2/24
Public Hearing - 1/17/2024

CONTACT PERSON/PHONE: Alex Vidales, EPWater Assistant Utility Land & Water Rights Manager, 915.594.5636

DISTRICT(S) AFFECTED: 7

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey to Magumo Dawin, LLC., approximately 7.006 acres of land legally described as a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas.

(District 7) EPWater, Alex Vidales, Assistant Utility Land & Water Rights Manager (915) 594-5493.

BACKGROUND / DISCUSSION:

The parcel of land is owned by the El Paso Water Utilities Public Service Board ("EPWater"), for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its water and wastewater system (*the "System"*). On September 27, 2006, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to obtain an appraisal of the property.

On April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended.

On November 8, 2023, the Public Service Board approved the sale of the land.

PRIOR COUNCIL ACTION:

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

Yes, the City Council approved a closely item related to this one.

On May 23, 2023, City Council approved the sale of 0.12 acres of land to Casas Genesis, LLC through the real estate broker.

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On November 8, 2023, the Public Service Board approved the sale of the land.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 7.006 ACRES OF LAND LEGALLY DESCRIBED AS OUT OF A PORTION OF TRACTS 3A AND 5A, NOW KNOWN AS TRACTS 3A3 AND 5A1, BLOCK 7, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the El Paso Water Utilities Public Service Board ("**EPWater**"), for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water and wastewater utility systems (collectively the "**System**"); and,

WHEREAS, at its regular meeting on September 27, 2006, the Public Service Board determined approximately 7.006 acres of land legally described as a Portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas (the "**Property**"), to be inexpedient to the water and wastewater system and that the Property should be sold in accordance with state law; and,

WHEREAS, on April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann. §253.014(a)-(e), as added and amended; and,

WHEREAS, on November 8, 2023, the Public Service Board approved and authorized the sale of the Property to Magumo Darwin, LLC, for the sales price of \$875,000.00 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

WHEREAS, the Property was appraised for sale at its fair market value and the purchaser has agreed to pay the highest purchase offer;

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 7.006 acres of land legally described as a Portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas.

(Signatures begin on following page)

ORDINANCE NUMBER _____

PASSED AND APPROVED this _____ day of _____.

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 FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____

SPECIAL WARRANTY DEED

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

Effective Date: _____

Grantor: EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, TEXAS, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: Magumo Darwin, LLC
Attn: Adny Moreno
4521 Shady Willow
El Paso, TX 79922

Copy to: The Ehrlich Law Firm
Attn: William Ehrlich
444 Executive Center Blvd., Suite 240
william@ehrllichlawfir.com

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 7.006 acres, more or less, legally described as a portion of Tracts 3A and 5A, now known as 3A3 and 5A1, Block 7, Ysleta Grant, in the City of El Paso, El Paso County, Texas as more particularly described on Exhibit A attached hereto.

Severance of Surface Water and Groundwater Estate and Reservations from Conveyance:

Save and except:

Any rights to the use of surface water or Groundwater (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. The surface water and Groundwater estate related to the Property are hereby severed from the Property and reserved by and for Grantor for all purposes. The groundwater estate shall include, without limitation, the groundwater related to the Property. The term "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property.

Exceptions to Conveyance and Warranty:

- (1) All matters emanating from the establishment of the El Paso County Water Improvement District #1.
- (2) Easement granted to El Paso Electric Company and Mt. States Telephone and Telegraph Company, by Alfred S. Braden, dated May 19, 1967, filed for record on June 12, 1967 in the Office of the County Clerk of El Paso County, Texas in Volume 170, Page 336, Official Records El Paso County, Texas, with Mountain States Telephone and Telegraph Company interest transferred to Southwestern Bell Telephone Company, recorded in Volume 1231, Page 646, Official Records of El Paso County, Texas.
- (3) Easement granted to El Paso Electric Company, by El Paso County Animal Shelter, dated April 20, 1989, filed for record on June 2, 1989 in the Office of the County Clerk of El Paso County, Texas in Volume 2059, Page 1, Official Records El Paso County, Texas.
- (4) Easement granted to El Paso Electric Company, by Humane Society of El Paso, dated October 18, 1995, filed for record on April 3, 1996 in the Office of the County Clerk of El Paso County, Texas in Volume 3033, Page 490, Official Records El Paso County, Texas.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By:

Name: Cary Westin
Title: Interim City Manager

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

This instrument was acknowledged before me on the __ day of _____,
by Cary Westin, Interim City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

Exhibit A

7.006-acre parcel, more or less, legally described as a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, in the City of El Paso, Texas, El Paso County, Texas

Prepared for: El Paso Water
November 1, 2023

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing TX DOT brass disk monument on the point of intersection of southerly right of way line of North Loop Road (F.M. Highway No. 76) at Lot 3, Bonnie Anne Place, from which an existing TX DOT brass disk monument on the southerly right of way line of North Loop Road (F.M. Highway No. 76) bears North 35°29'00" West a distance of 1125.75 feet; Thence along the southerly right of way line of North Loop Road, South 35°29'00" East a distance of 442.35 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 3A3, Block 7, Ysleta Grant and the El Paso Humane Society property in clerks file no. 20040060035, Real Property Records of El Paso County, Texas, for the "True Point of Beginning".

Thence along the southerly right of way line of North Loop Road, South 35°29'00" East a distance of 114.60 feet to set ½" rebar with cap marked TX 5152 for the northeasterly corner of Tract 3A3, Block 7, North Loop Road;

Thence along the easterly line of Tract 3A3, Block 7, Ysleta Grant, South 62°12' 00" West a distance of 318.69 feet to a set ½" rebar with cap marked TX 5152 on the easterly line of Tract 5A1, Block 7, Ysleta Grant;

Thence along said line, South 53°39'00" West a distance of 132.39 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, South 36°21'00" East a distance of 8.00 feet to a point from which a found 5/8" rebar bears South 17°43'57" East a distance of 0.29 feet;

Thence along said line, South 53°39'00" West a distance of 130.90 feet to a point from which a found ½" rebar bears, South 62°07'46" East a distance of 1.76 feet;

Thence along said line South 21°46'00" East a distance of 114.56 feet to a point from which a found ½" rebar bears, South 54°06'39" East a distance of 1.61 feet;

Thence along said line, South 55°47'00" West a distance of 341.70 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, South 08°56' 00" West a distance of 286.80 feet to a point from which a found old rusted rebar bears, South 33°22'57" East a distance of 1.37 feet;

Thence along said line, South 44°50'00" West a distance of 15.93 feet to a point from which a found 1" disturbed pipe bears, South 37°04'42" East a distance of 1.65 feet on the southerly line of Tract 5A1, Block 7, Ysleta Grant;

Thence along said line North 37°46'00" West a distance of 165.21 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 5A1, Block 7, Ysleta Grant and lot 1, Block 1, Mission valley Elementary School;

Thence along said line the following 4 courses:

1. North 02°37'00" West a distance of 263.80 feet to a set ½" rebar with cap marked TX 5152;
2. North 18°15'00" East a distance of 275.10 feet to a set ½" rebar with cap marked TX 5152;

3. North 32°09'00" East a distance of 127.00 feet to a set ½" rebar with cap marked TX 5152;

4. North 47°54'00" East a distance of 136.56 feet to a point on the common line of Tracts 4C and 5A1, Block 7, Ysleta Grant from which a found 1" rebar bears, North 34°03'17" West a distance of 0.45 feet;

Thence along said line, North 56°51'00" East a distance of 136.16 feet to a point;

Thence along said line, North 71°12'00" East a distance of 166.60 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 83°57'00" East a distance of 96.00 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 5A1, Block 7, Ysleta Grant and the El Paso Humane Society property in clerks file no. 20040060035, Real Property Records of El Paso County, Texas;

Thence along said line, South 33°22'41" East a distance of 117.74 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 54°31'00" East a distance of 177.76 feet to the "TRUE POINT OF BEGINNING" and containing 305,178 Square Feet or 7.0059 acres of land more or less.

Note: Above description prepared from a survey performed on May 3, 2023.


Ron R. Conde
R.P.L.S. No. 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is entered into by and between THE EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "**Seller**" or "**EPWater**") and Magumo Darwin, LLC, a Texas limited liability company (the "**Buyer**"). The Seller and the Buyer may be referred to individually herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Seller owns the property described below; and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Description of Property. The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in El Paso County, Texas:

An approximately 7.006 acre parcel, more or less, legally described as a Portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, Ysleta Grant, in the City of El Paso, Texas, El Paso County, Texas, such portion being legally described in **Exhibit A**, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "**Property**").

1.1 Seller's Reservations & Disclosures. The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein (the "**Seller's Reservations**") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

In addition, the Property will be conveyed to the Buyer at Closing (i) subject to known disclosures, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein, and (ii) in accordance with the Special Warranty Deed attached hereto as **Exhibit C**.

1.2 Reliance on the Buyer's Own Diligence. It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.3 Easements. The Property shall be conveyed to the Buyer subject to all easements, of record, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

1.4 Surface Water and Groundwater. Any rights to the use of surface water (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. In addition, the entire groundwater estate related the Property, including without limitation, the Groundwater (as defined herein below) and Groundwater Rights (as defined herein below) are reserved by and for the Seller. The term "**Groundwater**" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. The term "**Groundwater Rights**" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to take all usual, necessary, and convenient means to use the surface of the Property for access to and to explore for, develop, treat, produce, and transport the Groundwater; and (3) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that may be necessary for the full and unfettered exercise of the Seller's rights therein. For the avoidance of doubt, Buyer shall not have the right to drill a well and/or produce therefrom any quantity of Groundwater.

1.4 Utility Connections and Modifications. Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. **Purchase Price.** The purchase price for the Property shall be Eight-Hundred Seventy-Five Thousand U.S. Dollars, (\$875,000.00) (the "**Purchase Price**").

2.1 **Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money.** Buyer shall pay Seller in the amount of Forty-Three Thousand Seven-Hundred Fifty U.S. Dollars, (\$43,750.00) (the "**Earnest Money**") with Lori Phillips of Del Sol Title (the "**Escrow Agent**") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

2.3 **Earnest Money Deposit.** The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

2.4 **Independent Consideration.** Five Thousand and No/100ths Dollars (\$5,000.00) of the Earnest Money shall constitute independent consideration ("**Independent Consideration**") for Purchaser's Inspection Period (as hereinafter defined).

3. **Inspection Period.** For period of Thirty (30) days, beginning on the Effective Date (the "**Inspection Period**"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access.** Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before to entering onto the Property at any time prior to Closing.

3.2 **Termination During Inspection Period.** Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit, less the Independent Consideration, shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey.** If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder.** Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from Del Sol Title (the "**Title Company**"), binding the Title Company to issue an Owner's Policy of Title Insurance ("**Owner's Policy**") with respect to the Property in the full amount of the Purchase Price at the Closing (the "**Title Binder**"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

5.1 **Buyer's Approval of Title.** Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("**Non-Permitted Encumbrances**"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "**Permitted Exceptions**"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey obtained and/or delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 **Compliance.** In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. **Representations of the Seller.** The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, as of the Effective Date and at Closing the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 **Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. **Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 **Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

7.2 **Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 **Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 **Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. **Closing.** The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 **Amount of Payment of Purchase Price.** The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** Costs required to consummate the Closing shall be paid by the Parties as follows:

- (a) The Buyer shall pay all costs required to consummate the Closing, including without limitation:
 - (i) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
 - (ii) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and
 - (iii) Any and all escrow fees.

(b) Buyer shall pay any and all real estate appraisal costs and survey fees.

(c) All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 **Conditions to the Seller's Obligation to Close.** The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's and Seller's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement in which the Earnest Money shall be returned to Buyer.

8.4 **Seller's Obligations.** At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as **Exhibit C** (the "**Deed**"), (subject to the Permitted Exceptions and the Seller's Reservations and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;
- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;

- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and
- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 Buyer's Obligations. At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;
- (b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and
- (c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 Possession. Possession of the Property will be transferred to the Buyer at Closing.

8.7 Broker's Fees. To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under such Party.

9. Default.

9.1 Default by the Buyer. If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 Default by the Seller. If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 Recoverable Damages. The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or

knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 **Costs of Enforcement.** Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 **Return of Property Information.** If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 **Liability of Parties.** Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. Miscellaneous.

10.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities –Public Service Board
John E. Balliew, President/CEO
1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Attn: Alma De Anda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
ADeAnda@epwater.org

BUYER: Magumo Darwin, LLC
Attn: Andy Moreno_
4521 Shady Willow
El Paso, TX 79922
andy@monroedevco.com

Copy to: The Ehrlich Law Firm
Attn: William Ehrlich
444 Executive Center Blvd., Suite 240
El Paso, TX 79902
william@ehrllichlawfirm.com

10.2 Entire Agreement/ Governing Law. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 Time. Time is of the essence of this Agreement and each and every provision hereof.

10.4 Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 Survival of Provisions. The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 "AS IS, WHERE IS". THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON

ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 *[Intentionally Deleted]*

10.10 **Effective Date.** As used herein, "*Effective Date*" means the date this Agreement is received by the Title Company on the space provided for in this Agreement.

10.11 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.13 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

EL PASO WATER UTILITIES –
PUBLIC SERVICE BOARD, for and on
behalf of THE CITY OF EL PASO, a Texas
municipal corporation

By: _____

John E. Balliew, P.E.
President/CEO

Executed on: 10/27/23

APPROVED AS TO FORM:

Michaela Ainsa

Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

Alma De Anda

Alma De Anda
Utility Land and Water Rights Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF EL PASO §

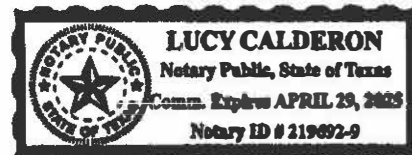
This instrument was acknowledged before me on the 23RD day of October, 2023, by John E. Balliew, P.E., President and CEO of the El Paso Water Utilities – Public Service Board.

Lucy Calderon

Notary Public, State of Texas

My Commission Expires:

4/29/25



[Signatures Continue on the Following Page]

BUYER:

MAGUMO DARWIN, LLC,
a Texas limited liability company

By: 
Andres Moreno, its Manager

Executed on: 10-19-23

ACKNOWLEDGEMENT

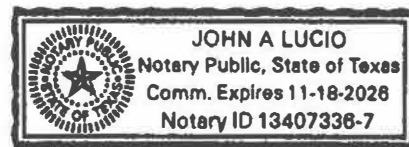
STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 19th day of October, 2023, by Andres Moreno, Manager of Magumo Darwin, LLC, a Texas limited liability company.


Notary Public, State of Texas

My Commission Expires:

11-18-2026



This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the _____ day of _____, 2024, which shall be the *Approval Date* for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation.

By _____
Colonel (Ret) Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the 24 day of October, 2023. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:

Del Sol Title

By: *Ami Phillips*
Its: Commercial Escrow Officer

EXHIBIT A
Legal Description of Property

7.006-acre parcel, more or less, legally described as Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, in the City of El Paso, Texas, El Paso County, Texas

Prepared for: El Paso Water
November 1, 2023

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing TX DOT brass disk monument on the point of intersection of southerly right of way line of North Loop Road (F.M. Highway No. 76) at Lot 3, Bonnie Anne Place, from which an existing TX DOT brass disk monument on the southerly right of way line of North Loop Road (F.M. Highway No. 76) bears North 35°29' 00" West a distance of 1125.75 feet; Thence along the southerly right of way line of North Loop Road, South 35°29' 00" East a distance of 442.35 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 3A3, Block 7, Ysleta Grant and the El Paso Humane Society property in clerks file no. 20040060035, Real Property Records of El Paso County, Texas, for the "True Point of Beginning".

Thence along the southerly right of way line of North Loop Road, South 35°29'00" East a distance of 114.60 feet to set ½" rebar with cap marked TX 5152 for the northeasterly corner of Tract 3A3, Block 7, North Loop Road;

Thence along the easterly line of Tract 3A3, Block 7, Ysleta Grant, South 62°12'00" West a distance of 318.69 feet to a set ½" rebar with cap marked TX 5152 on the easterly line of Tract 5A1, Block 7, Ysleta Grant;

Thence along said line, South 53°39' 00" West a distance of 132.39 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, South 36°21'00" East a distance of 8.00 feet to a point from which a found 5/8" rebar bears South 17°43'57" East a distance of 0.29 feet;

Thence along said line, South 53°39' 00" West a distance of 130.90 feet to a point from which a found ½" rebar bears, South 62°07'46" East a distance of 1.76 feet;

Thence along said line South 21°46'00" East a distance of 114.56 feet to a point from which a found ½" rebar bears, South 54°06'39" East a distance of 1.61 feet;

Thence along said line, South 55°47'00" West a distance of 341.70 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, South 08°56'00" West a distance of 286.80 feet to a point from which a found old rusted rebar bears, South 33°22'57" East a distance of 1.37 feet;

Thence along said line, South 44°50'00" West a distance of 15.93 feet to a point from which a found 1" disturbed pipe bears, South 37°04'42" East a distance of 1.65 feet on the southerly line of Tract 5A1, Block 7, Ysleta Grant;

Thence along said line North 37°46'00" West a distance of 165.21 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 5A1, Block 7, Ysleta Grant and lot 1, Block 1, Mission valley Elementary School;

Thence along said line the following 4 courses:

1. North 02°37'00" West a distance of 263.80 feet to a set ½" rebar with cap marked TX 5152;
2. North 18°15'00" East a distance of 275.10 feet to a set ½" rebar with cap marked TX 5152;

3. North 32°09'00" East a distance of 127.00 feet to a set ½" rebar with cap marked TX 5152;

4. North 47°54'00" East a distance of 136.56 feet to a point on the common line of Tracts 4C and 5A1, Block 7, Ysleta Grant from which a found 1" rebar bears, North 34°03'17" West a distance of 0.45 feet;

Thence along said line, North 56°51'00" East a distance of 136.16 feet to a point;

Thence along said line, North 71°12'00" East a distance of 166.60 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 83°57'00" East a distance of 96.00 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 5A1, Block 7, Ysleta Grant and the El Paso Humane Society property in clerks file no. 20040060035, Real Property Records of El Paso County, Texas;

Thence along said line, South 33°22'41" East a distance of 117.74 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 54°31'00" East a distance of 177.76 feet to the "TRUE POINT OF BEGINNING" and containing 305,178 Square Feet or 7.0059 acres of land more or less.

Note: Above description prepared from a survey performed on May 3, 2023.


Ron R. Conde
R.P.L.S. No. 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

EXHIBIT B

Seller's Reservations & Disclosures

Reservations: Seller will reserve ground & surface water & mineral rights as set forth in the Special Warranty Deed attached hereto as Exhibit C.

Disclosures: N/A

EXHIBIT C
Deed

SPECIAL WARRANTY DEED

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

Effective Date: _____

Grantor: EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, TEXAS, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: Magumo Darwin, LLC
Attn: Adny Moreno
4521 Shady Willow
El Paso, TX 79922

Copy to: The Ehrlich Law Firm
Attn: William Ehrlich
444 Executive Center Blvd., Suite 240
william@ehrllichlawfir.com

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 7.006 acres, more or less, legally described as a portion of Tracts 3A and 5A, now known as 3A3 and 5A1, Block 7, Ysleta Grant, in the City of El Paso, El Paso County, Texas as more particularly described on Exhibit A attached hereto.

Severance of Surface Water and Groundwater Estate and Reservations from Conveyance:

Save and except:

Any rights to the use of surface water or Groundwater (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. The surface water and Groundwater estate related to the Property are hereby severed from the Property and reserved by and for Grantor for all purposes. The groundwater estate shall include, without limitation, the groundwater related to the Property. The term "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property.

Exceptions to Conveyance and Warranty:

- (1) All matters emanating from the establishment of the El Paso County Water Improvement District #1.
- (2) Easement granted to El Paso Electric Company and Mt. States Telephone and Telegraph Company, by Alfred S. Braden, dated May 19, 1967, filed for record on June 12, 1967 in the Office of the County Clerk of El Paso County, Texas in Volume 170, Page 336, Official Records El Paso County, Texas, with Mountain States Telephone and Telegraph Company interest transferred to Southwestern Bell Telephone Company, recorded in Volume 1231, Page 646, Official Records of El Paso County, Texas.
- (3) Easement granted to El Paso Electric Company, by El Paso County Animal Shelter, dated April 20, 1989, filed for record on June 2, 1989 in the Office of the County Clerk of El Paso County, Texas in Volume 2059, Page 1, Official Records El Paso County, Texas.
- (4) Easement granted to El Paso Electric Company, by Humane Society of El Paso, dated October 18, 1995, filed for record on April 3, 1996 in the Office of the County Clerk of El Paso County, Texas in Volume 3033, Page 490, Official Records El Paso County, Texas.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By: _____

Name: Cary Westin

Title: Interim City Manager

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

This instrument was acknowledged before me on the _____, by Cary Westin, Interim City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

Exhibit A

7.006-acre parcel, more or less, legally described as a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, in the City of El Paso, Texas, El Paso County, Texas



An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 7.006 acres of land legally described as out of a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas.

January 3, 2023

Sale of Property- North Loop



- Magumo Darwin, LLC.
- \$875,000.00



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-43, 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

El Paso Water, Alex Vidales, (915) 594-5636

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 sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas.

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

DEPARTMENT: The El Paso Water Utilities Public Service Board (EPWater)

AGENDA DATE: Introduction- 1/2/24
Public Hearing - 1/17/24

CONTACT PERSON/PHONE: Alex Vidales, Assistant Utility Land and Water Rights Manager,
915.594.5636

DISTRICT(S) AFFECTED: 8

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey to RE Shipping Containers, LLC., approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas.

(District 8) EPWater, Alex Vidales, Assistant Utility Land and Water Rights Manager, 915.594.5636

BACKGROUND / DISCUSSION:

The parcel of land is owned by the El Paso Water Utilities Public Service Board ("*EPWater*"), for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its water system (the "*System*"). On January 13, 2021, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to obtain an appraisal of the property.

On April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann. §253.014(a)-(e), as added and amended.

On November 8, 2023, the Public Service Board approved the sale of the above-mentioned land.

PRIOR COUNCIL ACTION:

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

Yes, the City Council approved a closely item related to this one.

On May 23, 2023, the City Council approved the sale of 0.12 acres of land to Casas Genesis, LLC through the real estate broker.

AMOUNT AND SOURCE OF FUNDING: N/A

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.11 ACRES OF LAND LEGALLY DESCRIBED AS THE NORTH 40 FEET OF LOTS 12 TO 16, MAP NO. 3, BLOCK 99, BASSETT'S ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the El Paso Water Utilities Public Service Board ("**EPWater**"), for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water utility system (collectively the "**System**"); and,

WHEREAS, at its regular meeting on January 13, 2021, the Public Service Board determined approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas (the "**Property**"), to be inexpedient to the water system and that the Property should be sold in accordance with state law; and,

WHEREAS, on April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

WHEREAS, on November 8, 2023, the Public Service Board approved and authorized the sale of the Property to RE Shipping Containers, LLC., for the sales price of \$30,500.00 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

WHEREAS, the Property was appraised at its fair market value and the purchaser has agreed to pay with the highest purchase offer.

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas.

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____.

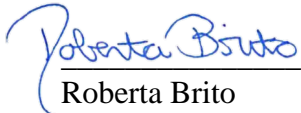
CITY OF EL PASO

Oscar Leeser,
Mayor

ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO FORM:

Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____

SPECIAL WARRANTY DEED

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

Effective Date: _____.

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: **RE Shipping Containers, LLC**
2851 Pershing Dr.
El Paso, TX 79903

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 0.11 acres, legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, an addition to the City of El Paso, El Paso County, Texas.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

- (1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater.

- (2) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.
- (3) All leases, grants, exceptions, or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records. There may be leases, grants, exceptions, or reservations of mineral interest that are not listed.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By: _____
Name: Cary Westin
Title: Interim City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____,
by Cary Westin, Interim City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "***Agreement***") is entered into by and between THE EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "***Seller***" or "***EPWater***") and RE Shipping Containers, LLC., (the "***Buyer***"). The Seller and the Buyer may be referred to individually herein as a "***Party***" and collectively as the "***Parties***".

RECITALS

WHEREAS, the Seller owns the property described below; and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Description of Property. The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in El Paso County, Texas:

An approximately 0.11 acre parcel, legally described as The North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, Texas, El Paso County, Texas, such portion being legally described in **Exhibit A**, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "***Property***").

1.1 Seller's Reservations & Disclosures. The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein (the "***Seller's Reservations and Disclosures***") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

In addition, the Property will be conveyed to the Buyer at Closing subject to known disclosures, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein.

1.2 Reliance on the Buyer's Own Diligence. It is acknowledged and agreed that the

Buyer has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.3 Easements. The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

1.4 Surface Water and Groundwater. Any rights to the use of surface water (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. In addition, the entire groundwater estate related the Property, including without limitation, the Groundwater (as defined herein below) and Groundwater Rights (as defined herein below) are reserved by and for the Seller. The term "**Groundwater**" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. The term "**Groundwater Rights**" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to take all usual, necessary, and convenient means to use the surface of the Property for access to and to explore for, develop, treat, produce, and transport the Groundwater; and (3) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that may be necessary for the full and unfettered exercise of the Seller's rights therein. For the avoidance of doubt, Buyer shall not have the right to drill a well and/or produce therefrom any quantity of groundwater.

1.5 Utility Connections and Modifications. Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. Purchase Price. The purchase price for the Property shall be Thirty Thousand Five Hundred U.S. Dollars and Zero Cents, (\$30,500.00) (the "**Purchase Price**").

2.1 Payable at Closing. The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money.** Buyer shall pay Seller in the amount of One Thousand Five-Hundred Twenty Five U.S. Dollars and Zero Cents, (\$1,525.00) (the “**Earnest Money**”) with Jannette Coon of WestStar Title (the “**Escrow Agent**”) no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

2.3 **Earnest Money Deposit.** The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

3. **Inspection Period.** For period of thirty (30) days, beginning on the Effective Date (the “**Inspection Period**”), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller’s prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access.** Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer’s employees and agents will have the right to enter the Property to perform, at Buyer’s expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before entering onto the Property at any time prior to Closing.

3.2 **Termination During Inspection Period.** Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit, less the Independent Consideration, shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey.** If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder.** Within twenty (20) business days after the Effective Date, Buyer will, at Buyer’s expense, deliver or cause to be delivered to Seller a title commitment covering the Property from Del Sol Title (the “**Title Company**”), binding the Title Company to issue an Owner’s Policy of Title Insurance (“**Owner’s Policy**”) with respect to the Property in the full amount of the Purchase Price at the Closing (the “**Title Binder**”). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer’s receipt of the same.

5.1 Buyer's Approval of Title. Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("**Non-Permitted Encumbrances**"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "**Permitted Exceptions**"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 Compliance. In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. Representations of the Seller. The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 Parties in Possession. At the time of Closing, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 Mechanic's Lien. (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 Litigation. There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 Bills Paid. At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 Taxes. While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. Representations of the Buyer. The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 Authority. The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

7.2 **Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 **Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 **Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. **Closing.** The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 **Amount of Payment of Purchase Price.** The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** Costs required to consummate the Closing shall be paid by the Parties as follows:

- (a) The Buyer and Seller shall evenly split the payment of all costs required to consummate the Closing, including without limitation

- (i) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
- (ii) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and
- (iii) Any and all escrow fees.

(b) Buyer shall pay any and all real estate appraisal costs and survey fees.

(c) All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 Conditions to the Seller's Obligation to Close. The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

8.4 Seller's Obligations. At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as **Exhibit C** (the "**Deed**"), (subject to the Permitted Exceptions and the Seller's Reservations and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;
- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and
- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 Buyer's Obligations. At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;
- (b) Deliver any other document or instrument reasonably necessary or required to consummate

the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and

- (c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 **Possession.** Possession of the Property will be transferred to the Buyer at Closing.

8.7 **Broker's Fees.** To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under such Party.

9. Default.

9.1 **Default by the Buyer.** If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 **Default by the Seller.** If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 **Recoverable Damages.** The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 **Costs of Enforcement.** Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 Return of Property Information. If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 Liability of Parties. Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. Miscellaneous.

10.1 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities –Public Service Board
John E. Balliew, President/CEO
1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Attn: Alma De Anda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
ADeAnda@epwater.org

BUYER: [RE Shipping Containers, LLC](#)
[Attn: Eduardo Antonio Rangel](#)
[2851 Pershing Dr.](#)
[El Paso, TX 79903](#)
erangel68@gmail.com

10.2 Entire Agreement/ Governing Law. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 Time. Time is of the essence of this Agreement and each and every provision hereof.

10.4 Severability. If any provision of this Agreement shall be invalid, illegal, or

unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 Survival of Provisions. The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 "AS IS, WHERE IS". THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 *[Intentionally Deleted]*

10.10 **Effective Date.** As used herein, "*Effective Date*" means the date this Agreement is receipted by the Title Company on the space provided for in this Agreement.

10.11 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.13 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

EL PASO WATER UTILITIES –
PUBLIC SERVICE BOARD, for and on
behalf of THE CITY OF EL PASO, a Texas
municipal corporation

By: [Signature]
John E. Balliew, P.E.
President/CEO
Executed on: 11/17/23

APPROVED AS TO FORM:

[Signature]
Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

[Signature]
Alma De Anda
Utility Land and Water Rights Manager

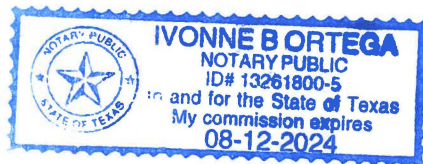
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 17th day of November 2023, by John E. Balliew, P.E., President and CEO of the El Paso Water Utilities – Public Service Board.

[Signature]
Notary Public, State of Texas

My Commission Expires:
08-12-2024



[Signatures Continue on the Following Page]

BUYER:



By: Eduardo Antonio Rangel

Title: Buyer

Executed on: 09/27/2023

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

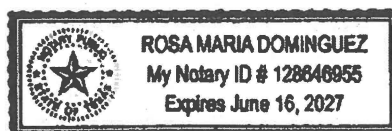
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 27th day of September 2023, by
Eduardo Antonio Rangel of _____.


Notary Public, State of Texas

My Commission Expires:

June 16, 2027

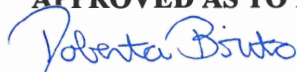


This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the _____ day of _____, 2023, which shall be the ***Approval Date*** for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation,

By: _____
Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the 15th day of November, 2023. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:
WestStar Title, LLC

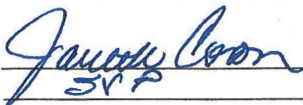
By: 
Its: SRP

EXHIBIT A
Legal Description of Property

An approximately 0.11-acre parcel, legally described as The North 40 feet of Lots 12 to 16, Map
No. 3 Bassett's Addition, City of El Paso, Texas, El Paso County, Texas

EXHIBIT B
Seller's Reservations & Disclosures

Reservations: Seller will reserve ground & surface water.

Disclosures: N/A

EXHIBIT C
Deed

SPECIAL WARRANTY DEED

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

Effective Date: _____.

Grantor: EL PASO WATER UTILITIES PUBLIC SERVICE BOARD THE CITY OF EL PASO, TEXAS, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: RE Shipping Containers, LLC
2851 Pershing Dr.
El Paso, TX 79903

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 0.11 acres, legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, an addition to the City of El Paso, El Paso County, Texas.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

- (1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater.

- (2) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.
- (3) All leases, grants, exceptions, or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records. There may be leases, grants, exceptions, or reservations of mineral interest that are not listed.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By: _____
Name: Cary Westin
Title: Interim City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____,
by Cary Westin, Interim City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas



An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas.

January 3, 2023

Sale of Property- Maple Street



- RE Shipping Containers, LLC.
- \$30,500.00



Legislation Text

File #: 24-44, 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

El Paso Water, Alex Vidales, (915) 594-5636

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 sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas.

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

DEPARTMENT: El Paso Water Utilities Public Service Board (EPWater)

AGENDA DATE: Introduction - 1/2/24
Public Hearing - 1/17/24

CONTACT PERSON/PHONE: Alex Vidales, EPWater Assistant Utility Land and Water Rights Manager, 915.594.5636

DISTRICT(S) AFFECTED: 1

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey to Raymundo J. Hinojos, approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas.

(District 1) EPWater, Alex Vidales, Assistant Utility Land and Water Rights Manager, 915.594.5636.

BACKGROUND / DISCUSSION:

The parcel of land is owned by the El Paso Water Utilities Public Service Board ("*EPWater*"), for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its water system (*the "System"*). On January 13, 2021, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to obtain an appraisal of the property.

On April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

On March 8, 2023, the Public Service Board approved and authorized the sale of the Property to a different buyer; and,

On May 23, 2023, City Council approved Ordinance No. 019504 authorizing a Purchase and Sale Agreement for the same 0.025 acres to a different buyer; and,

The sale contemplated by Ordinance No. 019504 was terminated prior to Closing pursuant to the terms of the Agreement; and,

On November 8, 2023, the Public Service Board approved the sale of the above-mentioned land.

PRIOR COUNCIL ACTION:

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

Yes, the City Council previously considered this item.

On May 23, 2023, the City Council approved Ordinance No. 019504 authorizing a Purchase and Sale Agreement for the same 0.025 acres to a different buyer.

The sale contemplated by Ordinance No. 019504 was terminated prior to Closing pursuant to the terms of the Agreement.

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On March 8, 2023, the Public Service Board approved and authorized the sale of the Property to a different buyer.

On November 8, 2023, the Public Service Board approved the sale of the land through the real estate broker.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.025 ACRES OF LAND LEGALLY DESCRIBED AS LOT 25, BLOCK 3, COLONIA MIRAMONTE ADDITION UNIT ONE, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the El Paso Water Utilities Public Service Board ("**EPWater**"), for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water utility system (collectively the "**System**"); and,

WHEREAS, at its regular meeting on January 13, 2021, the Public Service Board determined approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas (the "**Property**"), to be inexpedient to the water system and that the Property should be sold in accordance with state law; and,

WHEREAS, on April 13, 2022, the Public Service Board approved the sale of the land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann. §253.014(a)-(e), as added and amended; and,

WHEREAS, on March 8, 2023, the Public Service Board approved and authorized the sale of the Property to a different buyer; and,

WHEREAS, on May 23, 2023, City Council approved Ordinance No. 019504 authorizing a Purchase and Sale Agreement for the same 0.025 acres to a different buyer; and,

WHEREAS, the sale contemplated by Ordinance No. 019504 was terminated prior to Closing pursuant to the terms of the Agreement; and,

WHEREAS, on November 8, 2023, the Public Service Board approved and authorized the sale of the Property to Raymundo J. Hinojos, for the sales price of \$8,000.00 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

WHEREAS, the Property was appraised at its fair market value and the purchaser has agreed to pay with the highest purchase offer,

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

ORDINANCE NUMBER _____

Approximately 0.025 acres of land legally described as Lot 25, Block 3,
Colonia Miramonte Addition Unit One, City of El Paso, El Paso County,
Texas.

ADOPTED this _____ day of _____.

CITY OF EL PASO

Oscar Leeser,
Mayor

ATTEST:

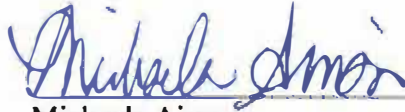
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____

SPECIAL WARRANTY DEED

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

Effective Date:_____.

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: Raymundo J. Hinojos
559 Pinar del Rio
El Paso, TX 79932

Consideration:TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 0.025 acres, Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas, such portion being described in **Exhibit A**, attached hereto and incorporated herein for all purposes.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

- (1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having

jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater.

Exceptions to Conveyance and Warranty:

- (1) All leases, grants, exceptions, or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records. There may be leases, grants, exceptions, or reservations of mineral interest that are not listed.
- (2) Restrictive Covenants recorded in/under Volume 1005, Page 1055, amended in Volume 1435, Page 669, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
- (3) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.
- (4) Matters set forth on the subdivision plat, including but not limited to building set back lines, easements for public utilities, and easements for buried service wires, conduits, etc., with the right to ingress and egress for service, shown on the recorded plat of said addition in Volume 53, Page 30, Real Property Records, El Paso County, Texas. Said easements being 5 feet in width across the rear and a 10 feet in width along the front property lines of subject property.
- (5) Mineral Deed from TERMINAL BUILDING CORPORATION OF TEXAS to OIL DEVELOPMENT COMPANY OF TEXAS, for all oil, gas sulphur and minerals below 100 feet of surface, in Volume 50, Page 1394, Real Property Records, El Paso County, Texas.
- (6) Rights-of-way Easement for roads and ditches on , around and/or across subject property, in favor of the UNITED STATES BUREAU OF RECLAMATION under the Reclamation Act of 1902 and amendments thereto, as further amended by Deed Without Warranty dated January 19, 1996, in favor of EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, of record in Volume 3002, Page 1025, Real Property Records, El Paso County, Texas.
- (7) This property lies within the irrigation water district controlled by the EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, which does not require any municipal utility district notices.

- (8) All lots on plat subject to on-site ponding of storm waters, as set out on plat of subdivision recorded in Volume 53, Page 30, Real Property Records, El Paso County, Texas.
- (9) Transfer of water rights to CITY OF EL PASO-PUBLIC SERVICE BOARD, for a term specified therein, of record in Volume 1021, Page 2054, refiled in Volume 2282, Page 587, Real Property Records, El Paso County, Texas.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By: _____

Name: Cary Westin

Title: Interim City Manager

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____,
by Carin Westin, Interim City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

EXHIBIT A

Legal Description of the Property

Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is entered into by and between THE EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "**Seller**" or "**EPWater**") and Raymundo J. Hinojos (the "**Buyer**"). The Seller and the Buyer may be referred to individually herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Seller owns the property described below; and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Description of Property.** The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in El Paso County, Texas:

An approximately 0.025 acre parcel, legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas, such portion being described in **Exhibit A**, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "**Property**").

1.1 **Seller's Reservations & Disclosures.** The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein (the "**Seller's Reservations and Disclosures**") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

In addition, the Property will be conveyed to the Buyer at Closing subject to known disclosures, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein.

1.2 **Reliance on the Buyer's Own Diligence.** It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.3 **Easements.** The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

1.4 **Surface Water and Groundwater.** Any rights to the use of surface water (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. In addition, the entire groundwater estate related the Property, including without limitation, the Groundwater (as defined herein below) and Groundwater Rights (as defined herein below) are reserved by and for the Seller. The term "**Groundwater**" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. The term "**Groundwater Rights**" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to take all usual, necessary, and convenient means to use the surface of the Property for access to and to explore for, develop, treat, produce, and transport the Groundwater; and (3) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that may be necessary for the full and unfettered exercise of the Seller's rights therein. For the avoidance of doubt, Buyer shall not have the right to drill a well and/or produce therefrom any quantity of groundwater.

1.5 **Utility Connections and Modifications.** Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. **Purchase Price.** The purchase price for the Property shall be Eight Thousand Dollars and Zero Cents, (\$8,000.00) (the "**Purchase Price**").

2.1 **Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money.** Seller shall pay Buyer in the amount of Four Hundred Dollars and Zero Cents, (\$400.00) (the “**Earnest Money**”) with Janette Coon of WestStar Title (the “**Escrow Agent**”) no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

2.3 **Earnest Money Deposit.** The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

3. **Inspection Period.** For period of thirty (30) days, beginning on the Effective Date (the “**Inspection Period**”), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller’s prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access.** Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer’s employees and agents will have the right to enter the Property to perform, at Buyer’s expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before entering onto the Property at any time prior to Closing.

3.2 **Termination During Inspection Period.** Buyer may terminate this Agreement by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit, less the Independent Consideration, shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey.** If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder.** Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from WestStar Title (the “**Title Company**”), binding the Title Company to issue an Owner’s Policy of Title Insurance (“**Owner’s Policy**”) with respect to the Property in the full amount of the Purchase Price at the Closing (the “**Title Binder**”). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer’s receipt of the same.

5.1 **Buyer's Approval of Title.** Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("**Non-Permitted Encumbrances**"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "**Permitted Exceptions**"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 **Compliance.** In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. **Representations of the Seller.** The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 **Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. **Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 **Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

7.2 **Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 **Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 **Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. **Closing.** The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 **Amount of Payment of Purchase Price.** The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** Costs required to consummate the Closing shall be paid by the Parties as follows:

- (a) The Buyer and Seller shall evenly split the payment of all costs required to consummate

the Closing, including without limitation:

- (i) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
- (ii) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and
- (iii) Any and all escrow fees.

(b) Buyer shall pay any and all real estate appraisal costs and surveys fees.

(c) All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 Conditions to the Seller's Obligation to Close. The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

8.4 Seller's Obligations. At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as **Exhibit C** (the "***Deed***"), (subject to the Permitted Exceptions and the Seller's Reservations and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;
- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and
- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 Buyer's Obligations. At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;

(b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and

(c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 **Possession.** Possession of the Property will be transferred to the Buyer at Closing.

8.7 **Broker's Fees.** To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under such Party.

9. Default.

9.1 **Default by the Buyer.** If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 **Default by the Seller.** If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 **Recoverable Damages.** The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 **Costs of Enforcement.** Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and

reasonable attorney's fees.

9.5 **Return of Property Information.** If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 **Liability of Parties.** Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. Miscellaneous.

10.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities –Public Service Board
John E. Balliew, President/CEO
1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Attn: Alma DeAnda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
ADeAnda@epwater.org

BUYER: Raymundo J. Hinojos
559 Pinar del Rio
El Paso, TX 79932

10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 **Time.** Time is of the essence of this Agreement and each and every provision hereof.

10.4 **Severability.** If any provision of this Agreement shall be invalid, illegal, or

unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 **Survival of Provisions.** The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 **"AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 *[Intentionally Deleted]*

10.10 **Effective Date.** As used herein, "*Effective Date*" means the date this Agreement is receipted by the Title Company on the space provided for in this Agreement.

10.11 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.13 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

EL PASO WATER UTILITIES –
PUBLIC SERVICE BOARD, for and on
behalf of THE CITY OF EL PASO, a Texas
municipal corporation

By: [Signature]
John E. Balliew
President/CEO
Executed on: 11/17/23

APPROVED AS TO FORM:

[Signature]
Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

[Signature]
Alma De Anda
Utility Land and Water Rights Manager

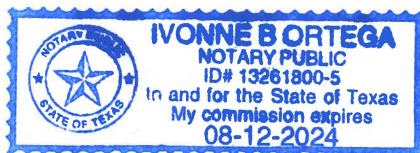
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 17th day of November, 2023, by John E. Balliew, President and CEO of the El Paso Water Utilities – Public Service Board.

[Signature]
Notary Public, State of Texas

My Commission Expires:
08-12-2024



[Signatures Continue on the Following Page]

BUYER:

Ray Hinojos

By: Ray Hinojos

Executed on: 10/24/23

ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

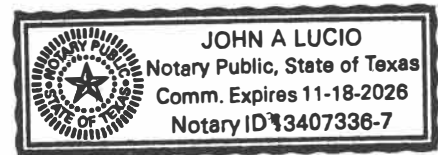
COUNTY OF EL PASO

This instrument was acknowledged before me on the 24 day of OCTOBER, 2023, by Raymundo J. Hinojos, N/A of N/A.

John A. Lucio
Notary Public, State of Texas

My Commission Expires:

11-18-2026

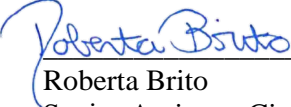


This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the ____ day of _____, which shall be the ***Approval Date*** for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation,

By: _____
Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the ____ day of _____, 2023. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:

WesStar Title

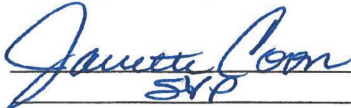
By: 
Its: SVP

EXHIBIT A
Legal Description of Property

Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas

EXHIBIT B

Seller's Reservations & Disclosures

Reservations: 75-year Water Rights Contract (#3406 and #91687 dated 8/31/1979, Seller reserves ground & surface water and mineral rights.

Disclosures: At Buyer's sole expense, possible associated re-platting fees

EXHIBIT C
Deed

SPECIAL WARRANTY DEED

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

Effective Date: _____.

Grantor: EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, TEXAS, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: Raymundo J. Hinojos
559 Pinar del Rio
El Paso, TX 79932

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 0.025 acres, Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas, such portion being described in **Exhibit A**, attached hereto and incorporated herein for all purposes.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

- (1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having

Exceptions to Conveyance and Warranty:

- (1) All leases, grants, exceptions, or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records. There may be leases, grants, exceptions, or reservations of mineral interest that are not listed.
- (2) Restrictive Covenants recorded in/under Volume 1005, Page 1055, amended in Volume 1435, Page 669, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
- (3) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.
- (4) Matters set forth on the subdivision plat, including but not limited to building set back lines, easements for public utilities, and easements for buried service wires, conduits, etc., with the right to ingress and egress for service, shown on the recorded plat of said addition in Volume 53, Page 30, Real Property Records, El Paso County, Texas. Said easements being 5 feet in width across the rear and a 10 feet in width along the front property lines of subject property.
- (5) Mineral Deed from TERMINAL BUILDING CORPORATION OF TEXAS to OIL DEVELOPMENT COMPANY OF TEXAS, for all oil, gas sulphur and minerals below 100 feet of surface, in Volume 50, Page 1394, Real Property Records, El Paso County, Texas.
- (6) Rights-of-way Easement for roads and ditches on , around and/or across subject property, in favor of the UNITED STATES BUREAU OF RECLAMATION under the Reclamation Act of 1902 and amendments thereto, as further amended by Deed Without Warranty dated January 19, 1996, in favor of EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, of record in Volume 3002, Page 1025, Real Property Records, El Paso County, Texas.
- (7) This property lies within the irrigation water district controlled by the EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, which does not require any municipal utility district notices.
- (8) All lots on plat subject to on-site ponding of storm waters, as set out on plat of subdivision recorded in Volume 53, Page 30, Real Property Records, El Paso County, Texas.

- (9) Transfer of water rights to CITY OF EL PASO-PUBLIC SERVICE BOARD, for a term specified therein, of record in Volume 1021, Page 2054, refiled in Volume 2282, Page 587, Real Property Records, El Paso County, Texas.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By: _____
Name: Cary Westin
Title: Interim City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____,
by Carin Westin, Interim City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

EXHIBIT A

Legal Description of the Property

Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas



An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas.

January 3, 2023

Sale of Property- Pinar Del Rio



- Raymundo J. Hinojos
- \$8,000.00



Legislation Text

File #: 24-27, 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, Saul J. G. Pina, (915) 212-1612

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST23-00013, to allow for an adult day care center on the property described as a portion of Block 52, Government Hill Addition, 4115 Trowbridge Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 4115 Trowbridge Drive

Applicant: Jireh Shiloh, LLC, PZST23-00013

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

AGENDA DATE: January 2, 2024
PUBLIC HEARING DATE: January 30, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Saul J. G. Pina, (915) 212-1612

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 granting Special Permit No. PZST23-00013, to allow for an adult day care center on the property described as a portion of Block 52, Government Hill Addition, 4115 Trowbridge Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 4115 Trowbridge Drive
Applicant: Jireh Shiloh, LLC, PZST23-00013

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit to allow for an adult day care center on the subject property. City Plan Commission recommended 5-0 to approve the proposed special permit on November 16, 2023. As of December 12, 2023, the Planning Division received two (2) calls of inquiry but no communication in support or opposition to the special permit request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST23-00013, TO ALLOW FOR AN ADULT DAY CARE CENTER ON THE PROPERTY DESCRIBED AS A PORTION OF BLOCK 52, GOVERNMENT HILL ADDITION, 4115 TROWBRIDGE DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Jireh Shiloh, LLC, has applied for a Special Permit under Section 20.04.260 of the El Paso City Code to allow for an adult day care and,

WHEREAS, a report was made by the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a A-O (Apartment/Office) District:
A portion of Block 52, Government Hill Addition, 4115 Trowbridge Drive, City of El Paso, El Paso County, Texas; and,
2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for an adult day care on the property described in Paragraph 1 of this Ordinance; and,
3. That this Special Permit is issued subject to the development standards in the A-O (Apartment/Office) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "A"** and is incorporated herein by reference for all purposes; and,
4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST23-00013, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO


ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Jesus A. Quintanilla
Assistant City Attorney



Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Jireh Shiloh, LLC, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the A-O (Apartment/Office) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 6th day of December, 2023.

Jireh Shiloh, LLC

Alicia DeLeon, CWO, Eva Barrera
(Signature)

Alicia DeLeon/Managing Member, Gerardo Huerta/Managing member,
(Name/Title)

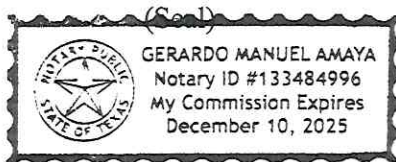
Eva Barrera/Managing member

ACKNOWLEDGMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this 6th day of December, 2023, by Alicia DeLeon, Gerardo Huerta, Eva Barrera for Jireh Shiloh, LLC as Applicant.



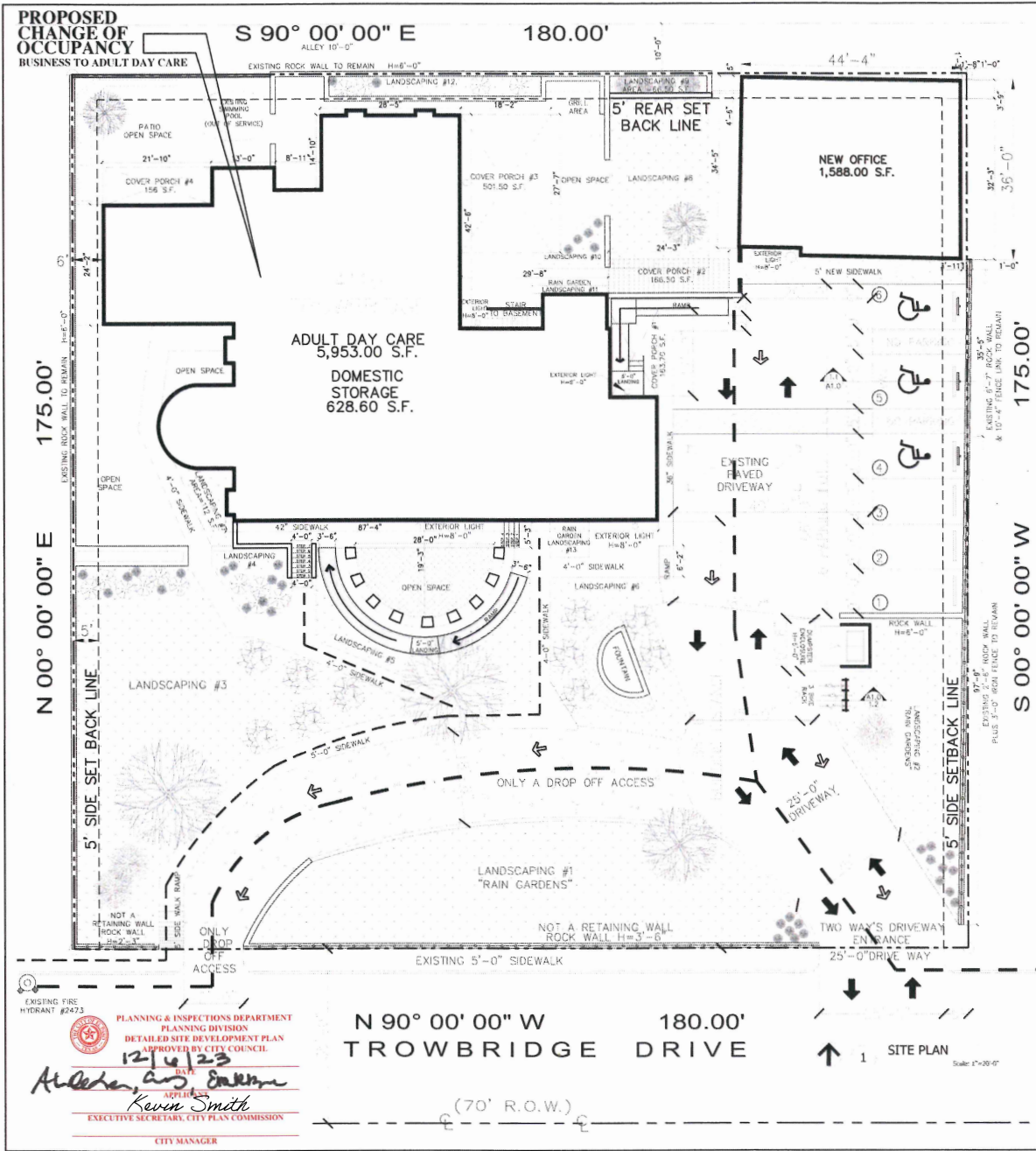
[Signature]
Notary Public, State of Texas
Signature

Gerardo Amaya
Printed or Typed Name

My Commission Expires:

12/10/2025

EXHIBIT "A"



PROJECT DATA
APPLICABLE CODES
INTERNATIONAL BUILDING CODE 2015
FIRE BUILDING CODE 2015

PERMITS:
ZBA APPROVABLE: Case #P28A23-0010

ZONING
ADULT DAY CARE
CLASSIFICATION:
• PROPERTY IS CURRENTLY ZONED A-0.5.
• FRONT YARD: 0'
• REAR YARD: 5'
• CUMULATIVE FRONT & REAR YARD: 5A
• SIDE YARD: 5'
• SIDE STREET: 10'
• MAXIMUM HEIGHT: 10'
MAX HEIGHT EQUAL TO THE DISTANCE BETWEEN THE CENTERLINE OF ABUTTING STREET AND FACE OF THE BUILDING ADJUTING THAT STREET.

LAND AREA
LAND AREA= 31,000.00 S.F.
ADJCS AREA= 0.72

CONSTRUCTION
TYPE V-B
UNDESIGNED WOOD FRAME

SCOPE OF WORK
JOB VALUE = \$45,000.00
ALTERATION EXISTING ROOMS
CHANGE OF OCCUPANCY
BUSINESS TO ADULT DAY CARE

OCCUPANCY I-4
ADULT CARE FACILITY
DISPATIENT AREAS 100 GROSS
5,953.00 / 100 = 59.53 = 60
1,620.00 / 100 = 16.2 = 17
TOTAL = 62

LEGAL ADDRESS
4115 TROWBRIDGE DR.
EL PASO, TEXAS 79903

LEGAL DESCRIPTION
FIELD NOTE DESCRIPTION OF A PORTION OF BLOCK 52, GOVERNMENT HILL ADDITION OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY UNDESCRIBED BY ACRES AND BEING MORE

BUILDING AREA: TOTAL AREA: 8,153.80 S.F.

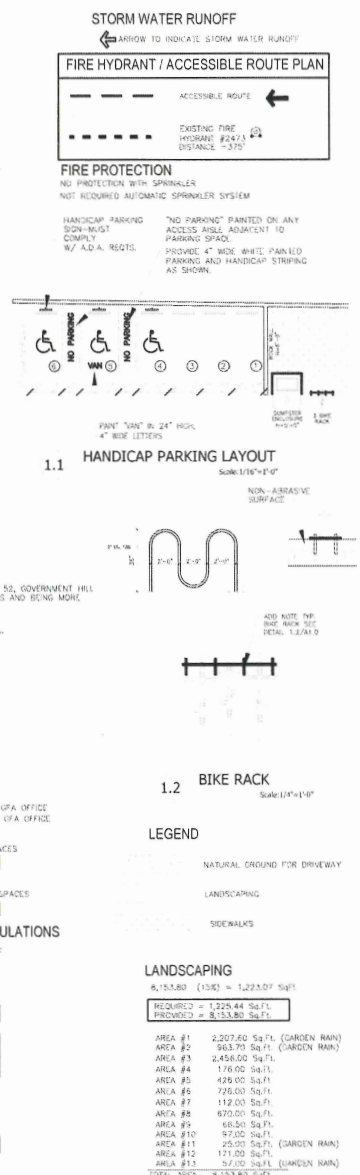
SPACE	AREA Sq.Ft.
EXISTING RESIDENCE	5,953.00 S.F.
OFFICE	1,088.00 S.F.
BASEMENT (STORAGE)	628.60 S.F.
COVER PORCH #1	163.70 S.F.
COVER PORCH #2	166.60 S.F.
COVER PORCH #3	501.50 S.F.
COVER PORCH #4	156.00 S.F.

PARKING REQUIRED
MIN = 1/720 SF GFA ADULT DAY CARE + 1/576 SF GFA OFFICE
MAX = 1/2500 SF GFA ADULT DAY CARE + 1/450 SF GFA OFFICE
MIN = 6.25 + 2.25 = 8.50 = 11 MIN. PARKING SPACES
MAX = 11.80 + 3.97 = 15.87 = 16 MAX. PARKING SPACES
11 MIN. PARKING SPACES
MAX = 11.80 + 3.97 = 15.87 = 16 MAX. PARKING SPACES
16 MAX. PARKING SPACES

PARKING FOR SUPPLEMENTAL REGULATIONS
PER SECTION 2010-410 PERSONAL CARE FACILITIES:
OFFICE ADULT DAY CARE ADMINISTRATION
OFFICE-3 PEOPLE
ADULT DAY CARE- 5 PEOPLE
1 INDOOR = 1 EMPLOYEE'S
1 (50) = 1 (30) = 4 PARKING REQUIRED
1 (4) = 1 (2) = 1 PARKING TREES
PROVIDED = 3 PARKING SPACES
3 H.C. PARKING SPACE
TOTAL PROVIDED = 6 PARKING SPACES

PARKING TREES REQUIRED
0-4+2/5 = 0.4 = 0

BICYCLE RACK
0.05 X 6=0.3
3 BICYCLE SPACES MIN.
EXTERIOR LIGHT H=8'-0"



DETAIL SITE PLAN

JIREH SHILOH, LLC.

PROJECT

PROJECT NUMBER **DATE**

REVISIONS

SHEET TITLE

DETAILED SITE PLAN & PROJECT DATA

SHEET NUMBER

A1.0

1 OF 1

4115 Trowbridge

City Plan Commission — November 16, 2023 **REVISED**



CASE NUMBER: PZST23-00013
CASE MANAGER: Saul J. G. Pina, (915) 212-1612, PinaSJ@elpasotexas.gov
PROPERTY OWNER: Jireh Shiloh, LLC
REPRESENTATIVE: Vanessa Duran
LOCATION: 4115 Trowbridge Dr. (District 2)
PROPERTY AREA: 0.72 acres
REQUEST: Special Permit and Detailed Site Development Plan approval to allow for the use of adult day care center in the A-O (Apartment/Office) zone district
RELATED APPLICATIONS: PZBA23-00030 - 4115 Trowbridge Dr.
PUBLIC INPUT: None received as of November 9, 2023

SUMMARY OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval for the use of adult day care center in the A-O (Apartment/Office) zone district.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit and detailed site development plan requests for the use of adult day care center. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit and Section 20.04.150 – Detailed Site Development Plan. Furthermore, the proposed development is in accordance with both the G-2 Traditional Neighborhood Future Land Use Designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

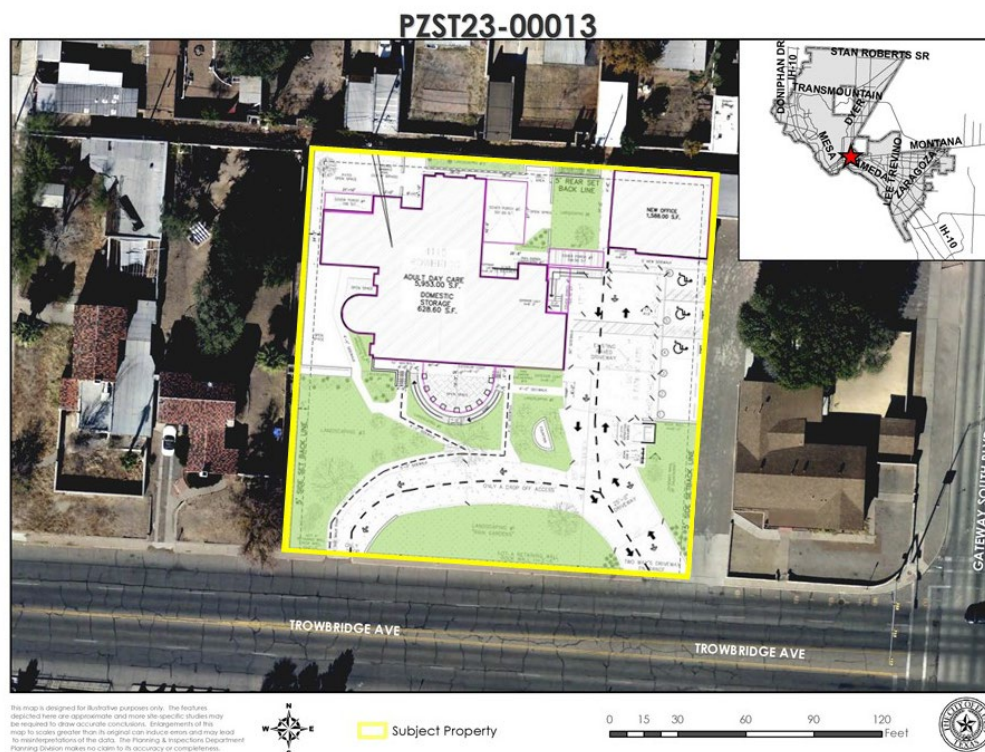


Figure A. Detailed Site Development Plan Superimposed on Aerial Imagery.

DESCRIPTION OF REQUEST: The applicant is requesting review and approval of a special permit and detailed site development plan for the proposed use of adult day care center on the subject property in the A-O (Apartment/Office) zone district. The detailed site development plan shows an existing 8,169 square foot building comprising of the following: a 5,953 square-foot adult day care facility, a 1,588 square-foot office, and a 628.60 square-foot domestic storage facility. The existing building has a maximum height of twenty (20) feet. The integrated facility will provide six (6) vehicular parking spaces and three (3) bicycle parking spaces to accommodate patrons and personnel. Pedestrian and vehicular access to the subject property is provided from Trowbridge Drive. The detailed site development plan demonstrates compliance with all applicable standards per the El Paso City Code.

PREVIOUS CASE HISTORY: The following history is applicable to this case:

On August 7, 2023, the Zoning Board of Adjustment granted approval with a condition for the rear and side encroachment of a garage structure to be converted as office. The condition is the following:

That the garage structure be modified to comply with zoning and building code requirements prior to the issuance of building permits.

Note: This condition is satisfied as the applicant will modify the structure to comply with zoning requirements.

Ordinance No. 9671, dated March 28, 1989, approved a rezoning from R-4 (Residential) to A-O (Apartment/Office). The following applicable conditions read as follows:

- 1) *That the property may be used as a single-family residence, and as professional offices, but shall not be used as medical offices.*

Note: Condition No. 1 is satisfied through this request. Treatment and diagnosis will not be provided onsite.

- 2) *That only one (1) business sign, not exceeding thirty (30) square feet in size shall be permitted on the property.*

Note: Condition No. 2 is satisfied through this request. Review and approval of a separate permit will be required.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	Does the Request Comply?
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The detailed site development plan demonstrates compliance with all other applicable standards per the El Paso City Code. The Zoning Board of Adjustment granted approval with a condition to permit the rear and side encroachment of the existing garage structure to be used as office.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-2, Traditional Neighborhood Land Use designation. The proposed development will integrate with commercial development along Gateway South and Montana Avenue and surrounding residential development.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Trowbridge Drive, a minor arterial, as classified on the City of El Paso's Major Thoroughfare Plan (MTP), and is appropriate for commercial business and traffic. This roadway connects

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
	with Gateway South and will serve as a pathway for the adult day care and other commercial facilities in the area.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No impact is anticipated from the approval of the proposed special permit and detailed site development plan. The proposed development will adhere to zoning requirements and will not impose a risk to neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The proposed adult day care facility will provide low impact designed landscaping through the use of rain gardens for water harvesting. In addition, the proposed facility will provide adequate screening between residential areas through the surrounding 6-foot rock wall that is already existing.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed adult day care facility is compatible with less intensive non-residential uses and other residential structures. The principal building will maintain its façade and be converted for the use of adult day care.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed adult day care facility will maintain the existing building façade and will be modified to comply with setback requirements.

COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><u>G-2, Traditional Neighborhood:</u> This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the Smart Code as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>Yes, the proposed adult day care facility meets the intent of the G-2, Traditional Neighborhood Future Land Use designation. The proposed facility will integrate with residential areas and provide commercial activity previously not available.</p>

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Compatibility with Surroundings: The proposed use is compatible with those surrounding the site: A-O (Apartment/Office) District: The purpose of this district is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The subject property is located in an A-O (Apartment/Office) zoning district but is in close proximity to US-54 Patriot Freeway. The location of the proposed adult day care facility is suitable for intermediate traffic and non-residential uses.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.	The proposed adult day care facility is not located within a historic district or special designation area.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed facility is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable, with no rezoning in the area within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Existing zoning will not be changed. Due to the location of the proposed facility and the use of adult day care center, a special permit is required per city code.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property fronts Trowbridge Drive, a street designated as a minor arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate for connecting intermediate traffic with other commercial and residential areas. Pedestrian access will be provided by a proposed five (5) foot sidewalk. In addition, vehicular access will be available only through the eastern side of the property as the access driveway located on the western side of the property will be used as a drop off zone. No bus stops are available on the area.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property lies within El Paso Central Business Association, Sunrise Civic Group, and Five Points Development Association, all of which were notified of the request. Notices were sent to property owners within 300 feet of the subject property on November 3, 2023. As of November 15, 2023, the Planning Division received two (2) calls of inquiry but no communication in support or opposition to the special permit and detailed site development plan request.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

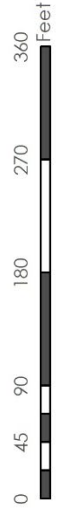
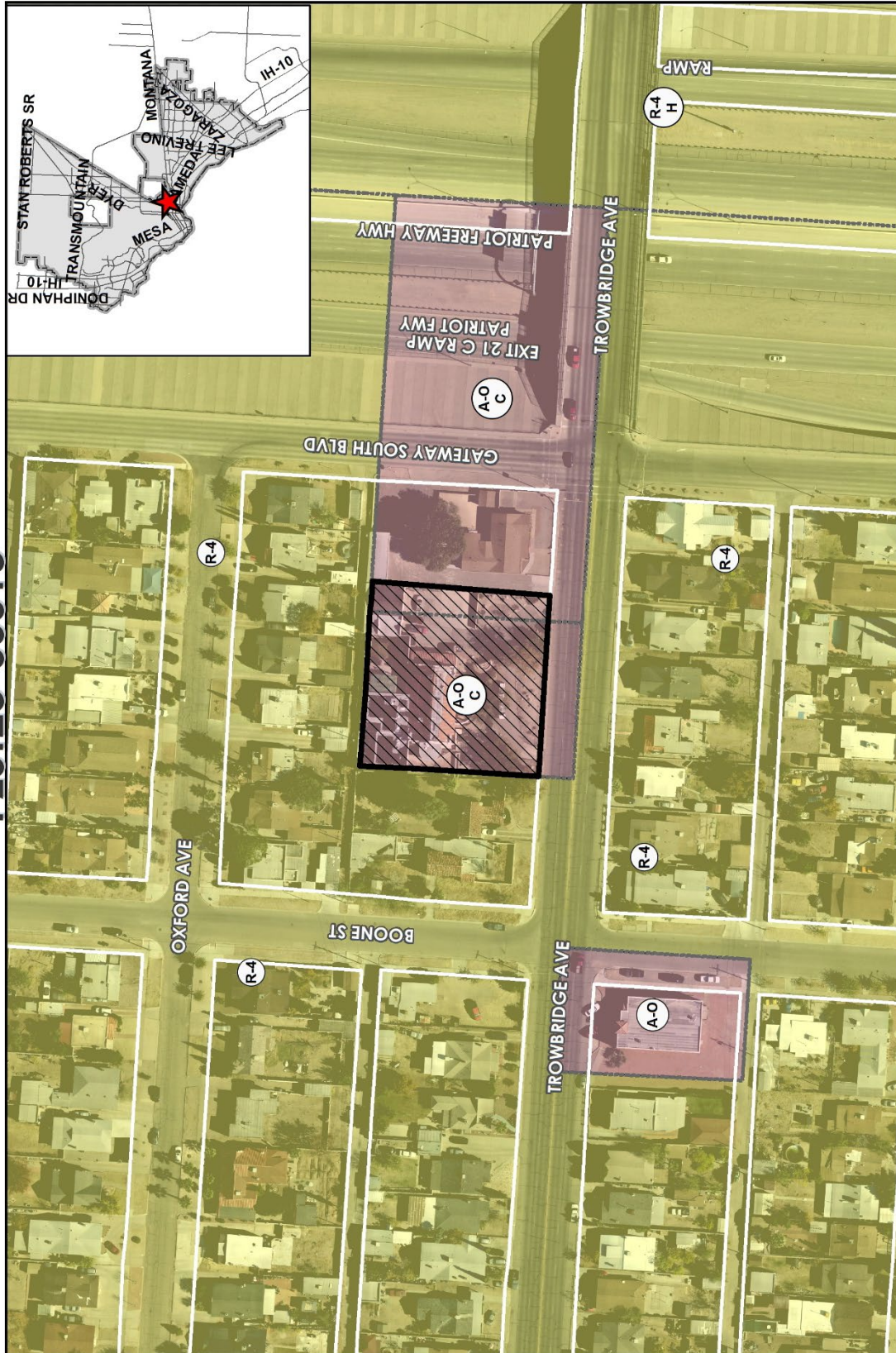
1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Zoning Map
2. Detailed Site Plan
3. Detailed Site Plan (Enlarged)
4. Elevations
5. Department Comments
6. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZST23-00013

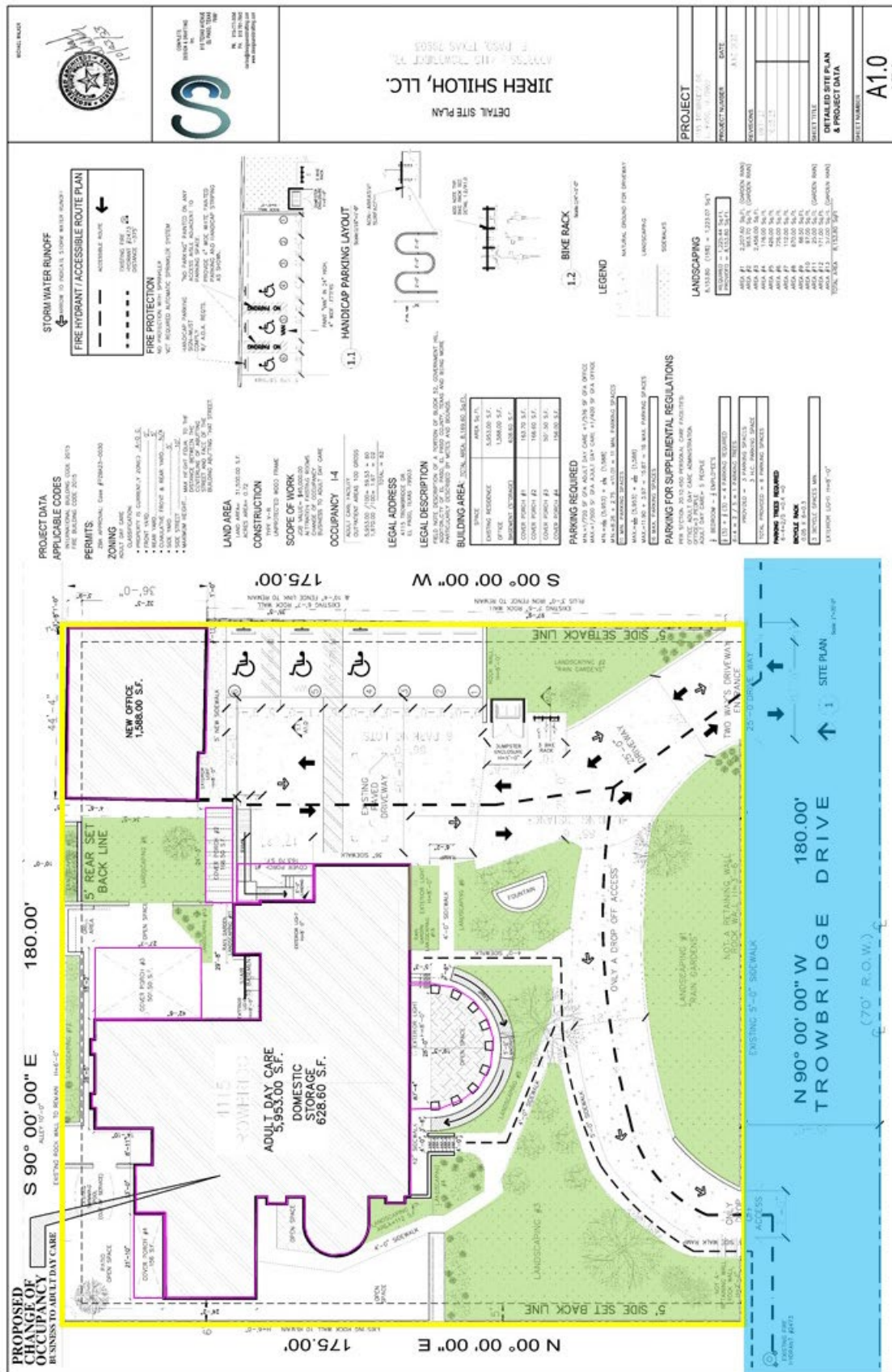


Subject Property



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

469



**PROPOSED CHANGE OF OCCUPANCY
BUSINESS TO ADULT DAY CARE**

S 90° 00' 00" E 180.00'

N 00° 00' 00" E 175.00'

1115 ROWEN DR

ADULT DAY CARE 5,953.00 S.F.

DOMESTIC STORAGE 628.60 S.F.

NEW OFFICE 1,588.00 S.F.

5' REAR SET BACK LINE

5' SIDE SETBACK LINE

EXISTING 5'-0" SIDEWALK

25'-0" DRIVEWAY

ONLY A DROP OFF ACCESS

NOT A RETAINING WALL ROCK WALL 11'-3'-6"

LANDSCAPING #1 "RAIN GARDENS"

LANDSCAPING #2

LANDSCAPING #3

LANDSCAPING #4

LANDSCAPING #5

LANDSCAPING #6

LANDSCAPING #7

LANDSCAPING #8

LANDSCAPING #9

LANDSCAPING #10

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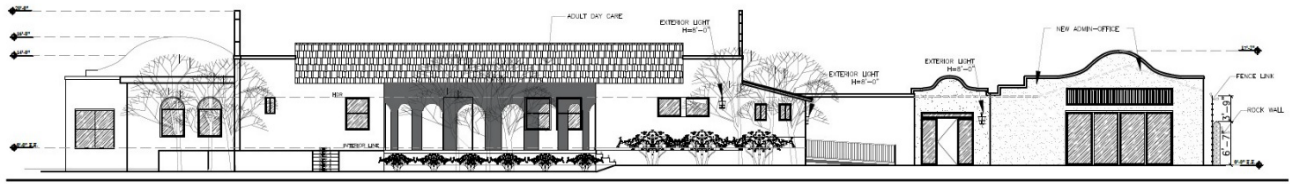
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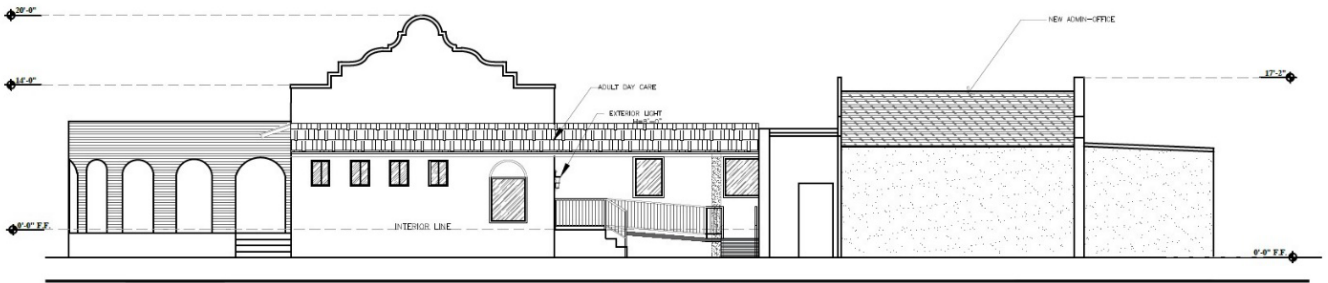
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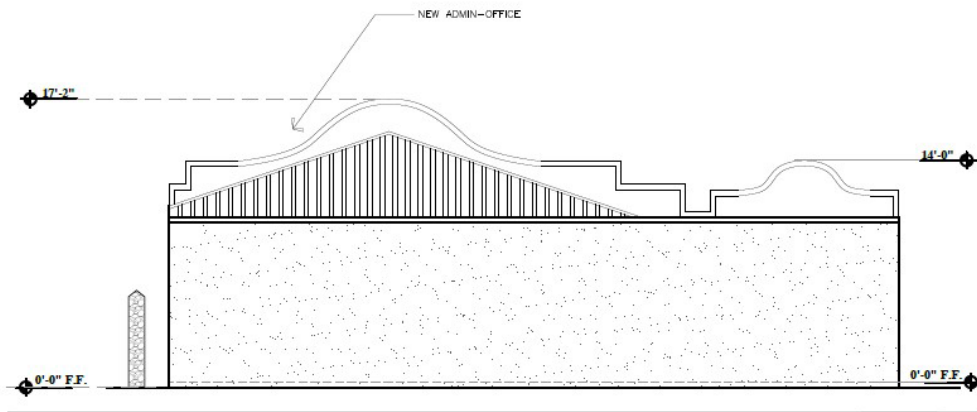
ATTACHMENT 4



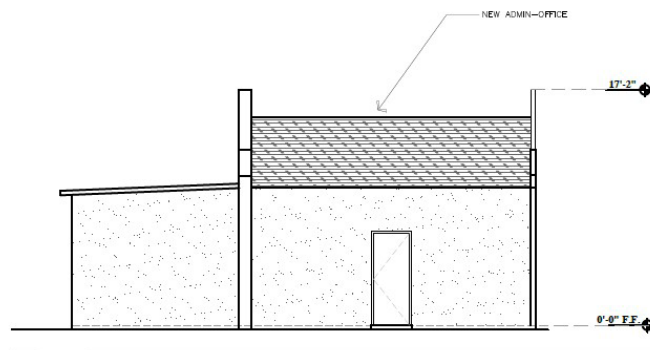
Front elevation. Maximum height of 20 feet.



Right elevation. Maximum height of 20 feet.



Rear elevation. Maximum height of 17 feet.



Left side elevation. Maximum height of 17 feet.

ATTACHMENT 5

Planning and Inspections Department – Planning Division

Staff recommends approval with a condition of the special permit and detailed site development plan per Section 20.04.320 – Special Permit, and Section 20.04.150 – Detailed Site Development Plan.

Note: For approval, the access driveway located west of the property shall be used as a pick-up/drop-off zone and shall not be used for parking.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the proposed special permit. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development

Recommend approval:

1. Commercial driveways must be between 25-35 feet wide.
2. Five-foot minimum separation between driveways is required. There appears to be encroachment conflict with neighboring driveway to the East of this lot (potential safety issue).
3. Verify if driveway is one direction with entrance and exit signage or both entrances are two directional.
4. Show existing stormwater drainage flow patterns.

Note: Previous comments addressed.

Fire Department

Recommend approval: No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

No objections to special permit.

Sun Metro

No comments received.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 4-inch diameter water main extending along an alley north of Trowbridge Dr. This water main is available for service.

EPWater records indicate an active 1-inch water meter serving the subject property. The service address for this meter is 4115 Trowbridge Dr.

Previous water pressure readings from fire hydrant # 02473 located at the southeast corner of the intersection of Trowbridge Dr. and Boone St. have yielded a static pressure of 126 pounds per square inch, a residual pressure of 106 pounds per square inch, and a discharge flow of 1210 gallons per minute. The owner should, for his own

protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along the alley north of Trowbridge Dr. This main is located approximately 10-feet south of the northern right-of-way line. This main is available for service.

General:

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

Stormwater:

No comments received.

Texas Department of Transportation

No comments received.

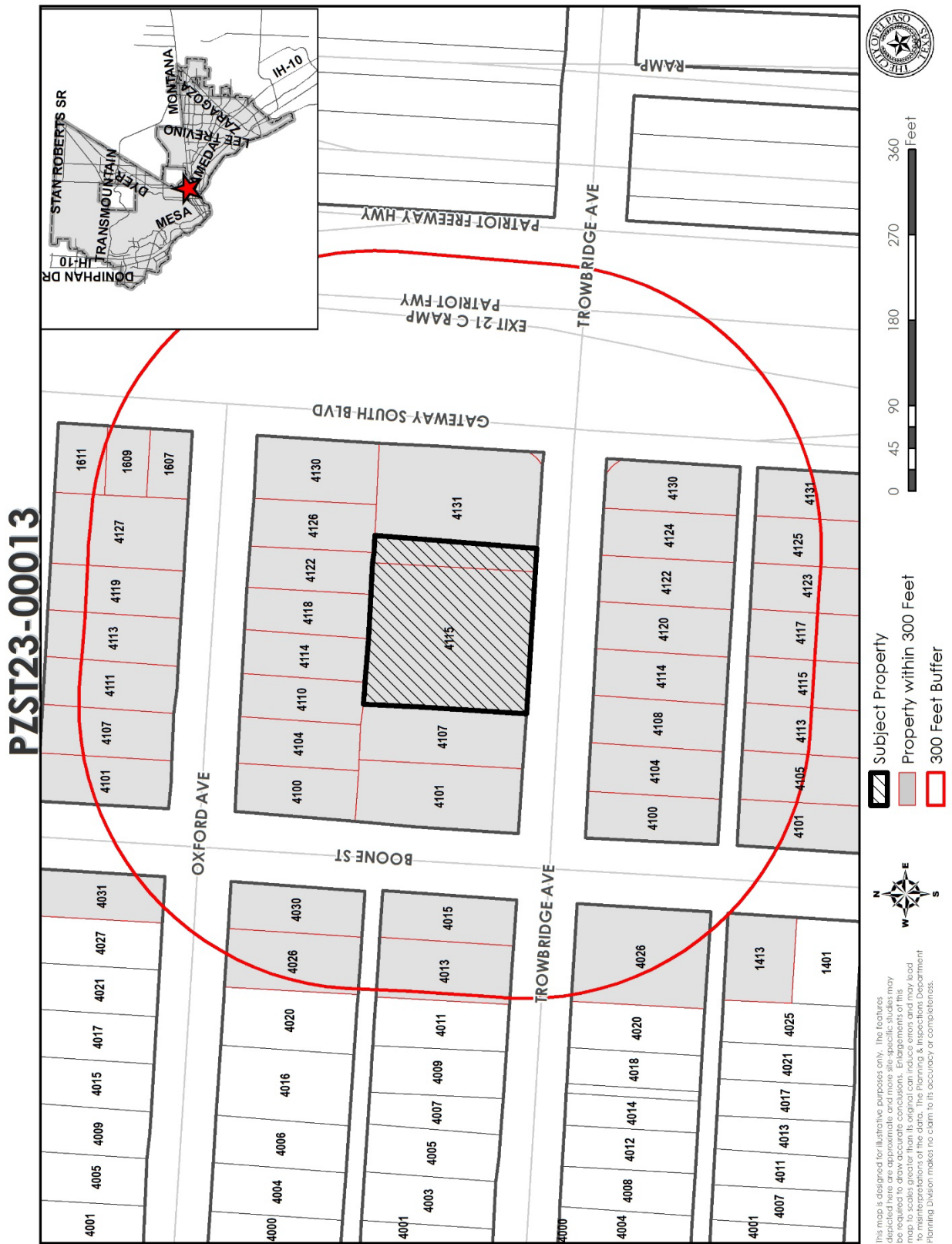
911 District

No comments received.

El Paso County Water Improvement District No. 1

No comments received.

ATTACHMENT 6





Legislation Text

File #: 24-34, 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

Airport, Sam Rodriguez, (915) 212-1845

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 1.4: Grow the core business of air transportation.

Award Summary:

Discussion and action of the award of Solicitation 2023-0424 Electric Cart Operator to Goodwill Industries of El Paso Inc. for an initial term of three (3) years for an estimated amount of \$352,800.00. The award also includes a two (2) year option for an estimated amount of \$235,200.00. The total contract time is for five (5) years for a total estimated amount of \$588,000.00. This contract will provide courtesy passenger shuttle service for passengers with limited mobility, those traveling with small children or any passenger that may need assistance to and from their gate.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$68,175.00 for the initial term, which represents a 23.95% due to additional hours added and an increase in the billable rate.

Department:	El Paso International Airport
Award to:	Goodwill Industries of El Paso Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$117,600.00
Initial Term Estimated Award:	\$352,800.00
Option Term Estimated Award:	\$235,200.00
Total Estimated Award	\$588,000.00
Account(s)	562 - 3000 - 62070 - 522150
Funding Source(s):	Airport Operating Fund

District(s): All

This was a Best Value Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to Goodwill Industries of El Paso Inc. the sole highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

AGENDA DATE: January 2, 2024

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operation Office - Aviation (915) 212-1845

K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1 – Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: 1.4 Grow the core business of air transportation

SUBJECT:

Discussion and action of the award of solicitation 2023-0424 Electric Cart Operator to Goodwill Industries of El Paso Inc. for an initial term of three (3) years for an estimated amount of \$352,800.00. The award also includes a two (2) year option for an estimated amount of \$235,200.00. The total contract time is for five (5) years for a total estimated amount of \$588,000.00.

BACKGROUND / DISCUSSION:

This contract will provide courtesy passenger shuttle service for passengers with limited mobility, those traveling with small children or any passenger that may need assistance to and from their gate.

SELECTION SUMMARY:

Solicitation was advertised on May 16, 2023 and May 23, 2023. The solicitation was posted on City website on May 16, 2023. There was a total of twenty (16) viewers online; one (1) bid were received; from a local suppliers. An inadequate competition survey was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$68,175.00 for the initial term, which represents a 23.95% due to additional hours added and an increase in the billable rate.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$ 588,000.00

Funding Source: Airport Operating Fund

Account: 225-2580-25110-522060

2023-0424 Electric Cart Operator

Revised 1/23/2023-V3 – Previous Versions Obsolete


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: El Paso International Airport

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Chief Operation Officer - Aviation

Project Form
Best Value Bid

*****Posting Language Below*****

Please place the following item on the (Regular) Agenda for the City Council of January 2, 2024.

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

The linkage to the Strategic Plan is subsection: 1.4: Grow the core business of air transportation

Award Summary:

Discussion and action of the award of solicitation 2023-0424 Electric Cart Operator to Goodwill Industries of El Paso Inc. for an initial term of three (3) years for an estimated amount of \$352,800.00. The award also includes a two (2) year option for an estimated amount of \$235,200.00. The total contract time is for five (5) years for a total estimated amount of \$588,000.00. This contract will provide courtesy passenger shuttle service for passengers with limited mobility, those traveling with small children or any passenger that may need assistance to and from their gate.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$68,175.00 for the initial term, which represents a 23.95% due to additional hours added and an increase in the billable rate.

Department:	El Paso International Airport
Award to:	Goodwill Industries of El Paso Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$117,600.00
Initial Term Estimated Award:	\$352,800.00
Option Term Estimated Award:	\$235,200.00
Total Estimated Award	\$588,000.00
Account(s)	562 – 3000 – 62070 – 522150
Funding Source(s):	Airport Operating Fund
District(s):	All

This was a Best Value Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to Goodwill Industries of El Paso Inc. the sole highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

CITY OF EL PASO BV SCORESHEET

PROJECT: 2023-0424 Electric Cart Operator

Evaluation of Submittal

		Goodwill Industries of El Paso Inc.
MAX POINTS		
Factor A - Offeror's Fee Proposal	35	35.00
Proposed Cost		\$ 352,800.00
Factor B - Offeror's experience	20	18.33
Factor C - References	35	32.67
Factor D – Employee Medical Benefit and Incentives	10	2.00
TOTAL SCORE	100	88.00
Rank		1



CITY OF EL PASO BID TABULATION FORM



BID TITLE: ELECTRIC CART OPERATOR												BID NO: 2023-0424	
BID DATE: JUNE 14, 2023												DEPARTMENT: AVIATION	
			Goodwill Services, Inc. El Paso, TX Bidder 1 of 1										
Item No.	Description	Unit of Measure	Hourly Rate (A)	Total Hours per Month (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 12) (D)	Yearly Total (E = D X 3) (E)	Hourly Rate (A)	Total Hours per Month (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 12) (D)	Yearly Total (E = D X 3) (E)	
1	Electric Cart Opreator Services	Hourly	12.50	784	\$ 9,800.00	\$ 117,600.00	\$ 352,800.00	0.00	0	\$ -	\$ -	\$ -	
Total							\$ 117,600.00	\$ 352,800.00					
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:													
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)			<div>X</div>										
NO OPTION OFFERED			<div></div>										
AMENDMENTS ACKNOWLEDGED:			N/A										
BIDS SOLICITED: 624 LOCAL BIDS SOLICITED: 205 BIDS RECEIVED: 1 LOCAL BIDS RECEIVED: 1 NO BID: 4													

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Views List

2024-0424 Electric Cart Operator

No.	Participant Name	City	State
1	Goodwill Services Inc.	El Paso	TX
2	Arnold Machine, Inc.	Tiffin	OH
3	linde gas and equipment inc.	El Paso	TX
4	Group Travel Consultants, Inc	Orlando	FL
5	Textbook Warehouse (Textbook Warehouse, LLC)	Alpharetta	GA
6	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
7	Bella Luna Engineering and Building Maintenance	El Paso	TX
8	ConstructConnect	Cincinnati	OH
9	Diversified Recycling Services	El Paso	TX
10	GUMO COMMERCIAL LLC	EL PASO	TX
11	Jesus Lara	El Paso	TX
12	Missis & Me	El Paso	TX
13	Orayaah Consulting	Houston	TX
14	RMP Temps Incorporated	El Paso	TX
15	TEAM Fulmer Engineering Services Company (Fulmer)	El Paso	TX
16	The Outsource Connection, Inc	El Paso	TX



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-19, 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 M. 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: January 2, 2024
PUBLIC HEARING DATE: January 2, 2024

CONTACT PERSON NAME AND PHONE NUMBER: 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 December 5, 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 188,778 land border encounters in the month of October, 2023; and

WHEREAS, the El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 22,107 land border encounters in the month of October, 2023 and a total of 22,107 encounters for federal fiscal year 2024; 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 December 2023, approximately 5,500 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, in September, 2023, the City purchased the former Morehead Middle School campus to serve as its Community Readiness Center to assist migrants on a short-term basis; 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

ORDINANCE NO. _____

23-334-Fire Dept. | TRAN508523

Emergency Ordinance – January 2024 Extension– Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 2 of 5

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, CBP has increased the number of family units released into the community causing wait times for transportation to final destinations to increase and other logistical challenges; 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. | TRAN508523

Emergency Ordinance – January 2024 Extension– Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 4 of 5

PASSED AND ADOPTED, this ____ day of January, 2024.


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. | TRAN508523

Emergency Ordinance – January 2024 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 #: 24-20, Version: 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

City Manager's Office, Mario M. 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: January 2, 2024
PUBLIC HEARING DATE: January 2, 2024

CONTACT PERSON NAME AND PHONE NUMBER: 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 December 5, 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 2024, Southwest encounters were at 188,778; and

WHEREAS, the El Paso sector of CBP had 22,107 land border encounters in the month of October, 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. _____

HQ: #23-679-Fire | TRAN508524 | Emergency Ordinance extending Emergency ORD No. 019485 (January 2024)/May 2023 Migrant Crisis/JF/CLA

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, in September, 2023, the City purchased the former Morehead Middle School campus to serve as its Community Readiness Center to assist migrants on a short-term basis; 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

ORDINANCE NO. _____

HQ: #23-679-Fire | TRAN508524 | Emergency Ordinance extending Emergency ORD No. 019485 (January 2024)/May 2023 Migrant Crisis/JF/CLA

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.

(Signatures Begin on Following Page)

ORDINANCE NO. _____

HQ: #23-679-Fire | TRAN508524 | Emergency Ordinance extending Emergency ORD No. 019485 (January 2024)/May 2023 Migrant Crisis/JF/CLA

PASSED AND ADOPTED, this ____ day of January, 2024.

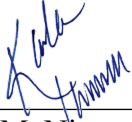
THE CITY OF EL PASO, TEXAS

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 | TRAN508524 | Emergency Ordinance extending Emergency ORD No. 019485 (January 2024)/May 2023 Migrant Crisis/JF/CLA



Legislation Text

File #: 23-1633, 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 that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform mechanical & electrical services on a task order basis by and between the City of El Paso and each of the following two (2) consultants:

1. Bath Group, LLC
2. Cardina Consulting, LLC

Each On-Call Agreement will be for an amount not to exceed Three Hundred Thousand and No/00 Dollars (\$300,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

AGENDA DATE: 01/02/2024

PUBLIC HEARING DATE: N/A

**CONTACT PERSON(S) NAME
AND PHONE NUMBER:** Yvette Hernandez, P.E., City Engineer
(915) 212-0065

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform mechanical & electrical services on a task order basis by and between the City of El Paso and each of the following two (2) consultants:

1. Bath Group, LLC
2. CARIDINA CONSULTING LLC

Each On-Call Agreement will be for an amount not to exceed Three Hundred Thousand and No/00 Dollars (\$300,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

BACKGROUND / DISCUSSION:

The On-Call Agreement for professional services to perform mechanical and electrical engineering services assists the Capital Improvement Department as well as User Departments to expedite and complete tasks for projects. This new agreement will be for a two-year term for an amount not to exceed \$300,000.00, with an option to increase contract capacity up to \$100,000.00 granted to the City Engineer.

PRIOR COUNCIL ACTION:

August 17, 2021 – City Council approved a two-year on call agreement for professional services to perform mechanical and electrical engineering services on a task-by-task basis.

AMOUNT AND SOURCE OF FUNDING:

Capital Plans, bond programs

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, P.E., City Engineer

RESOLUTION

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

That the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform mechanical and electrical engineering services on a task order basis by and between the City of El Paso and each of the following (2) consultants:

1. Bath Group, LLC
2. Cardina Consulting, LLC

Each On-Call Agreement will be for an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

APPROVED THIS _____ DAY OF _____ 2024.

CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

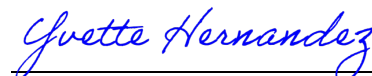
Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, City Engineer
Capital Improvement Department



CITY OF EL PASO
 CAPITAL IMPROVEMENT DEPARTMENT
 218 N. CAMPBELL, 2ND FLOOR
 EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY							
Solicitation #2023-0587R							
On Call Professional Services Mechanical & Electrical Engineering							
Consultant	Bath Engineering	Cardina Engineering					
Rater 1	68	64					
Rater 2	68	54					
Total Score:	136	118					

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2024 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Bath Group, LLC., a DELAWARE, USA, Limited Liability Company authorized to do business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional mechanical & electrical engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$300,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT’S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

3.3 CONSULTANT’S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that

phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner.

The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**

\$1,000,000.00 Per Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**

Combined Single Limit

\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance

policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the

discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and

expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant

shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso
 Attn: City Manager
 P.O. Box 1890
 El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
 Attn: City Engineer
 P.O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: Bath Group, LLC
 Attn: Javier Garcia
 4110 Rio Bravo St.
 El Paso, Texas 79902

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.


(SIGNATURES ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2024,
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 following page)

CONSULTANT:
BATH GROUP, LLC



By: Javier Gracia
Title: Principal

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 17th day of DECEMBER 2023, by
Javier Garcia, P.E., as Vice President & Principal Engineer of Bath Group, LLC.




Notary Public, State of Texas

My commission expires:

02/18/2027

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT A SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis. Services include but are not limited to the following:

- Project planning and definition
- Feasibility Studies and Life Cycle Cost Analysis
- Design development
- Project scheduling
- Permitting support
- Preparation of drawings and specifications (60%, 90% and final)
- Cost estimates (60%, 90% and final)
- Bidding support
- Responding to bidder questions
- Attending pre-bid and bid opening meetings
- Construction support and closeout
- Construction inspection and consultation
- Contractor submittal review
- Contractor change order proposal review and independent estimate
- Record drawing production from contractor provided redlines

Other services may include, but are not limited to, the following:

- Construction management of small projects
- Constructability reviews
- Peer design reviews
- Field/site investigations
- Commissioning
- System evaluation and analysis
- Attend meetings as requested by the City

DELIVERABLES

Potential deliverables generally include, but are not limited to, the following:

- Studies, reports and recommendations
- Project progress reports
- Permit packages and support documentation
- Project cost estimates, schedules, drawings and specifications
- Bidding documents, addenda and bidder evaluation
- Meeting minutes
- Construction estimates
- Field Inspection Reports
- All other deliverables as described on individual task orders

The following provides a general description of services, standards, and products required:

- The firms shall perform studies and produce reports to include investigations, drawings, sketches, and cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes feasibility studies, design analysis, and other studies as requested.
- Preparation of plans, specifications and cost estimates for electrical and mechanical design.
- Constructability, ability to bid, operability reviews, peer review, and value engineering. The review will cover such items as detail and cut omissions, and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involved in the project.
- Full time project representative, as requested by the City. The firms shall designate and assign a project representative on an as-needed basis, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Review of shop drawings, materials, fixtures and equipment. The firms shall review shop drawings and materials submittals and make recommendations for approval or disapproval. Final approval shall be by the City.
- Meetings and conferences. Periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firms shall be required to attend and participate in all design conferences pertinent to the work being performed.
- The firms shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the firm and the City for all work required under this agreement. The project coordinator or manager will be responsible for the complete coordination of all work developed under each assignment. All work will be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors and omissions, and to ensure the technical accuracy of all design information.
- Other electrical and mechanical engineering functions as may be required by the City including but not limited to commissioning, troubleshooting malfunctioning systems, energy/resource conservation, alternative energy feasibility studies, and life cycle cost analysis.
- Provide monthly status reports on each project. Report will include project progression, projection completion percentage, invoices billed and paid.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

**Bath Group, Inc.
Billing Rate Schedule**

Date Printed: 8/17/2023

Last Name	First Name	Classification	Base Rate	Overhead	Profit	Billing Rate
Garcia	Javier	Principal	\$84.81	188.96%	15.00%	\$281.83
Stark	William	Principal	\$84.81	188.96%	15.00%	\$281.83
Cassell	Douglas	Project Manager II	\$79.42	188.96%	15.00%	\$263.92
Alschuler	Steve	Principal/Cx Manager	\$79.33	188.96%	15.00%	\$263.62
Moses	Neal	Sr. Substation Engineer	\$70.35	188.96%	15.00%	\$233.78
Mende	Brian	Sr. Mechanical Engineer, P.E.	\$64.89	188.96%	15.00%	\$215.63
Cash	David	Sr. Electrical Engineer, P.E.	\$63.00	188.96%	15.00%	\$209.35
Castrejón	Jose Luis	Sr. Electrical Engineer, P.E.	\$62.50	188.96%	15.00%	\$207.69
Kelly	Brian	Sr. Mechanical Engineer, P.E.	\$60.37	188.96%	15.00%	\$200.61
Luna	Fernando	Sr. Mechanical Engineer, P.E.	\$60.10	188.96%	15.00%	\$199.71
Roberson	Richard	Sr. Designer	\$60.00	188.96%	15.00%	\$199.38
Boudreaux	Ronald	Electrical Engineer VIII	\$58.80	188.96%	15.00%	\$195.39
Nelson	James	Sr. Designer	\$58.80	188.96%	15.00%	\$195.39
Tabb	Jeffrey	Sr. Mechanical Engineer, P.E.	\$57.75	188.96%	15.00%	\$191.91
Pool	David	HV Substation Specialist	\$56.70	188.96%	15.00%	\$188.42
Hillegeist	James	Sr. Controls Specialist	\$55.65	188.96%	15.00%	\$184.93
McLaughlin	Charles	HV Substation Specialist	\$55.00	188.96%	15.00%	\$182.77
Smith	Judson	Electrical Engineer V	\$55.00	188.96%	15.00%	\$182.77
Martinez	Joe	Electrical Engineer P.E.	\$54.60	188.96%	15.00%	\$181.44
Gian	Michael	Sr. Mechanical Engineer	\$53.13	188.96%	15.00%	\$176.55
Mena	Jorge	Sr. Designer	\$50.40	188.96%	15.00%	\$167.48
Almazan	Sixto	Engineer VIII	\$48.46	188.96%	15.00%	\$161.03
Saldivar	Enrique	Electrical Engineer III	\$48.08	188.96%	15.00%	\$159.77
Essenberg	George	Cx Technician	\$47.25	188.96%	15.00%	\$157.01
Romenesko	Peter	Cx Engineer	\$46.00	188.96%	15.00%	\$152.86
Zarzosa	Arturo	Res. Proj. Rep (RPR)	\$41.00	188.96%	15.00%	\$136.24
Valdez	Gilbert	Designer III	\$41.00	188.96%	15.00%	\$136.24
Granado	Michael	Designer III	\$40.00	188.96%	15.00%	\$132.92
Ingram	Randall	Site Safety & Health Officer	\$40.00	188.96%	15.00%	\$132.92
Littler	Clinton	Project Superintendent	\$40.00	188.96%	15.00%	\$132.92
Herbert	Sean	Designer III	\$38.85	188.96%	15.00%	\$129.10
Rice	Lonnie	Designer III	\$37.40	188.96%	15.00%	\$124.28
Oliveira	Alexander	PSM Engineer	\$36.06	188.96%	15.00%	\$119.83
Catherman	Kenneth	Asst. Project Manager	\$35.53	188.96%	15.00%	\$118.07
Tardif	Scott	Engineer II	\$34.62	188.96%	15.00%	\$115.04
Rudacil	Brian	Mechanical Engineer III	\$33.78	188.96%	15.00%	\$112.25
Apodaca	Christine	Admin Ass't II	\$33.50	188.96%	15.00%	\$111.32
Rogers	Conner	Cx Engineer	\$32.19	188.96%	15.00%	\$106.97
Gamez	Sergio	Electrical Engineer II	\$31.25	188.96%	15.00%	\$103.85
Zubia	Scarlette	Electrical Engineer I	\$28.85	188.96%	15.00%	\$95.87
Marquez	Ismael	Electrical Engineer I	\$28.85	188.96%	15.00%	\$95.87
Holguin	Jose	Designer II	\$28.00	188.96%	15.00%	\$93.05
Rios	Roy	Designer II	\$28.00	188.96%	15.00%	\$93.05
Atkin	Joshua	Designer I	\$28.00	188.96%	15.00%	\$93.05
Fair	Nicholas	Designer II	\$27.30	188.96%	15.00%	\$90.72
Navarro	Andy	Designer I	\$25.00	188.96%	15.00%	\$83.08
Torres	Elias	CAD Technician	\$24.00	188.96%	15.00%	\$79.75
Camp	John	Electrical Engineer Intern	\$19.20	188.96%	15.00%	\$63.80
Garza	Brandon	Engineer Intern	\$16.50	188.96%	15.00%	\$54.83
Hesseltine	Michael	Engineer Intern	\$13.50	188.96%	15.00%	\$44.86

Terms:

- Bath Group, LLC, operates under the assumed names Bath Engineering Corporation and Bath Commissioning Corporation. Its corporate offices are located at 4110 Rio Bravo, Suite 102, El Paso, Texas 79902.
- Registration numbers
 - Federal Tax Identification Number: 74-2818105
- The above billing rates are burdened, that is, they include labor-related taxes and insurances, fringe benefits, overhead, and profit. Bath reserves the right to increase the rates after giving thirty days written notice; however, such modifications shall not result in increases in excess of the increase in the annual Consumer Price Index for the South Region for urban consumers (CPI-U) as published by the U.S. Department of Labor Bureau of Labor Statistics. The rates above do not include gross receipts, sales, use, or other such taxes.
- Overtime hours are billed at the above rates plus fifty percent. Overtime is defined as work in excess of nine hours per day Monday through Thursday and 4 hours on Friday, in excess of forty hours per week, on weekends, and on holidays.
- Time charges for driving to the client's site begin when Bath's employee leaves Bath's office and end when he returns to Bath's office.
- Reimbursable expenses (including by way of example but not limitation: air travel, car rental, lodging, long distance, reproduction, special insurance, procured materials and equipment, leased equipment, freight and delivery service, international bridge fees and postage) are billed at Bath's cost plus ten percent. Subcontractors and subconsultants are billed at Bath's cost plus ten percent. Automobile travel in company or employee owned vehicles is charged at Bath's standard mileage rate then in effect (may not equal the IRS rate). Billing rates for special software, computers, etc. will be determined on a case-by-case basis.
- Bath's total liability on any claim, whether in contract, tort (including negligence of any degree), or otherwise arising out of, connected with, or resulting from Bath's work shall not exceed the lesser of ten thousand dollars or ten percent of the fee which Bath actually receives for that portion of the work which gives rise to the claim. Should the client find the aforesaid limitation unacceptable, an equitable fee adjustment to absorb Bath's increased risk can be negotiated before work commences. Notwithstanding the foregoing, Bath's client shall hold it harmless from all claims related to asbestos and hazardous waste.
- Bath shall indemnify and hold its client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of the client) arising solely out of Bath's negligent acts, errors or omissions, subject to the limitations and exclusions contained in the preceding paragraph. The client shall indemnify and hold Bath harmless from and against any claim asserted by any person or entity arising in whole or in part out of the client's negligent acts, errors or omissions.
- Bath will not be responsible for the client's, construction contractors' and/or owner's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto.
- Copies of Bath's certificate of insurance will be provided upon request.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the "**Project**", and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings**,” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications**.” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per **Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2023

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 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
Bowen, Miclette & Britt Insurance Agency, LLC
2800 North Loop West, Suite 1100
Houston TX 77092

CONTACT NAME: Sara Montoya

PHONE (A/C No, Ext): 713-880-7100

FAX (A/C, No): 713-880-7166

E-MAIL ADDRESS: smontoya@bmbinc.com

INSURED
Bath Group LLC
dba Bath Group, Bath Engineering, Bath Commissioning and Bath
Process Safety
5656 S. Staples St., Suite 110
Corpus Christi TX 78411

SABERPOWER

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Fire Ins Co of Hartford

20478

INSURER B: Valley Forge Insurance Co.

20508

INSURER C: Continental Ins Co

35289

INSURER D: Texas Mutual Insurance Company

22945

INSURER E: Homesite Insurance Company of Florida

11156

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2101068939

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 SUBR INSD 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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	7015232047	7/30/2023	7/30/2024 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	7034134293	7/30/2023	7/30/2024 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	70341344326	7/30/2023	7/30/2024 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	0001310162	7/30/2023	7/30/2024 <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
E	2nd Layer Excess Liability			CXP13965239402	7/30/2023	7/30/2024 Each Occurrence 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional/Pollution Liability

PCADB-502274-0723

Berkley Assurance Company

07/30/2023 - 07/30/2024

Contractors Professional Limit: \$2,000,000 each claim / \$2,000,000 aggregate (claims made)

Contractors Pollution Limit: \$2,000,000 each claim / \$2,000,000 aggregate (occurrence)

Deductible \$25,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of El Paso
Capital Improvement Department
218 N. Campbell St., 2nd Floor
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

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/11/24

Date



Signature

Bath Group, LLC

Company Name

Vice President

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/11/24

Date



Signature

Bath Group, LLC

Company Name

Vice President

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS** (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS** (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL (all contracts that exceed \$100,000)**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. **Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **Subcontractors.**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed \$25,000)**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)**

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

•This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2024 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Cardina Consulting LLC, a Domestic Limited Liability Company (LLC) authorized to do business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional mechanical & electrical engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner’s requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as “as-built” drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner’s representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner’s policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$300,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment “C”** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant’s fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment “B”**.

Payments to the Consultant shall be made pursuant to **Attachment “D”**.

3.2 CONSULTANT’S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

3.3 CONSULTANT’S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

**ARTICLE V
INSURANCE AND INDEMNIFICATION**

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**

\$1,000,000.00 Per Occurrence
\$2,000,000.00 General Aggregate
\$2,000,000.00 Products/Completed Operations Aggregate
\$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability,

in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as

they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time

schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common

law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
Attn: City Engineer
P.O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: CARDINA CONSULTING LLC
Attn: Carlos E. Arguijo
10600 Montwood Dr. Ste. 124
El Paso, Texas 79935

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.


(SIGNATURES ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

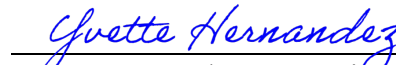
Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2024,
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 following page)

CONSULTANT:
CARDINA CONSULTING, LLC

Carlos E. Arguijo
By: Carlos E. Arguijo P.E.
Title: President

(Acknowledgment)

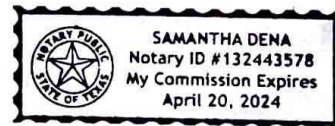
THE STATE OF TEXAS §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 11th day of December, 2023,
by Carlos E. Arguijo, P.E., as President of Cardina Consulting LLC.

SD
Notary Public, State of Texas

My commission expires:

April 20, 2024



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis. Services include but are not limited to the following:

- Project planning and definition
- Feasibility Studies and Life Cycle Cost Analysis
- Design development
- Project scheduling
- Permitting support
- Preparation of drawings and specifications (60%, 90% and final)
- Cost estimates (60%, 90% and final)
- Bidding support
- Responding to bidder questions
- Attending pre-bid and bid opening meetings
- Construction support and closeout
- Construction inspection and consultation
- Contractor submittal review
- Contractor change order proposal review and independent estimate
- Record drawing production from contractor provided redlines

Other services may include, but are not limited to, the following:

- Construction management of small projects
- Constructability reviews
- Peer design reviews
- Field/site investigations
- Commissioning
- System evaluation and analysis
- Attend meetings as requested by the City

DELIVERABLES

Potential deliverables generally include, but are not limited to, the following:

- Studies, reports and recommendations
- Project progress reports
- Permit packages and support documentation
- Project cost estimates, schedules, drawings and specifications
- Bidding documents, addenda and bidder evaluation
- Meeting minutes
- Construction estimates
- Field Inspection Reports
- All other deliverables as described on individual task orders

The following provides a general description of services, standards, and products required:

- The firms shall perform studies and produce reports to include investigations, drawings, sketches, and cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes feasibility studies, design analysis, and other studies as requested.
- Preparation of plans, specifications and cost estimates for electrical and mechanical design.
- Constructability, ability to bid, operability reviews, peer review, and value engineering. The review will cover such items as detail and cut omissions, and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involved in the project.
- Full time project representative, as requested by the City. The firms shall designate and assign a project representative on an as-needed basis, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Review of shop drawings, materials, fixtures and equipment. The firms shall review shop drawings and materials submittals and make recommendations for approval or disapproval. Final approval shall be by the City.
- Meetings and conferences. Periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firms shall be required to attend and participate in all design conferences pertinent to the work being performed.
- The firms shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the firm and the City for all work required under this agreement. The project coordinator or manager will be responsible for the complete coordination of all work developed under each assignment. All work will be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors and omissions, and to ensure the technical accuracy of all design information.
- Other electrical and mechanical engineering functions as may be required by the City including but not limited to commissioning, troubleshooting malfunctioning systems, energy/resource conservation, alternative energy feasibility studies, and life cycle cost analysis.
- Provide monthly status reports on each project. Report will include project progression, projection completion percentage, invoices billed and paid.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

CARDINA Consulting LLC

Principal	\$189.10
Project Manager	\$176.50
Project Engineer	\$155.73
Cx Authority	\$155.73
CAD/Revit	\$ 62.38

General Administrative Overhead Multiplier & Profit Markup

Fringe Benefit Rate	25.4%
General Overhead Rate	42.5%
Combined Rate	67.9%
Profit Rate	10.0%

Reimbursable Costs

Mileage	IRS Rate
Sub-Consultants.....	Cost x 1.10
Printing, Shipping, Other Costs...	Cost x 1.10

For your information, our sub-consultant DSEngineering's billing rates are as follows:

Principal	\$200.00
Project Manager	\$185.00
Project Engineer	\$175.00
Design Engineer	\$145.00
Construction Admin.	\$110.00
CAD/Revit	\$ 85.00
Administrative Asst.	\$ 65.00

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings**,” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications**.” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2023

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 an endorsement(s).

PRODUCER USI SOUTHWEST INC 9811 KATY FWY STE 500 HOUSTON, TX 77024-1227	CONTACT NAME:		
	PHONE (A/C. No. Ext.): (713) 490-4500	FAX (A/C. No. Ext.):	
INSURED CARDINA CONSULTING LLC 10600 MONTWOOD DR STE 124 EL PASO, TX 79935-2713	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : THE CHARTER OAK FIRE INSURANCE COMPANY		
	INSURER B : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA		
	INSURER C : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			680-8M855598-22-47	11/01/2022	11/01/2023	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> HIRED AUTO						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> NON OWNED AUTO						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> OTHER							
B	<input type="checkbox"/> AUTOMOBILE LIABILITY			CUP-9R960739-22-47	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE	\$3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000							
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB-8M855826-22-47	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH -ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS BELOW						E.L. DISEASE- EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**CERTIFICATE HOLDER****CANCELLATION**

CITY OF EL PASO MR. EFREN PARRA 218 N. CAMPBELL ST. EL PASO, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/12/2023

Date



Signature

CARDINA Consulting LLC

Company Name

President

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.


Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/12/2023

Date



Signature

CARDINA Consulting LLC

Company Name

President

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



CITY OF EL PASO

City of El Paso Capital Improvement Department On-Call Professional Services Mechanical and Electrical Engineering

January 3, 2024

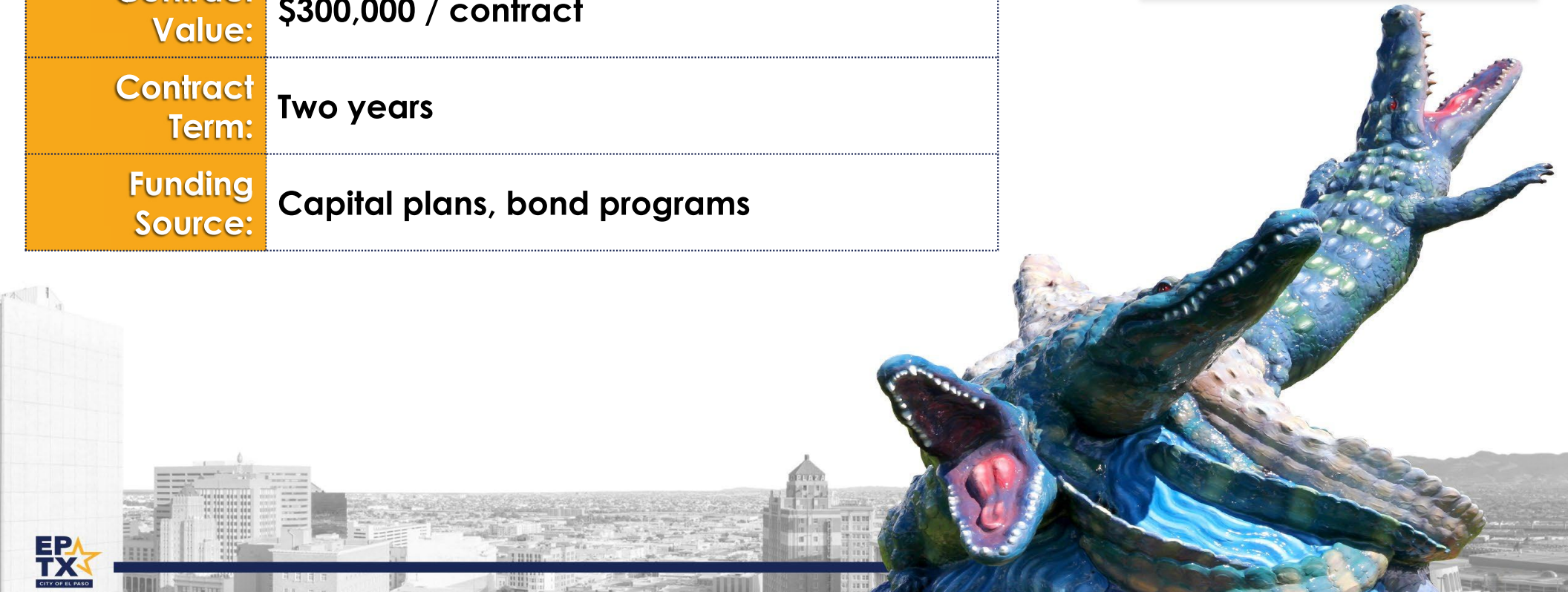
Strategic Plan Goal:

7) Enhance and Sustain El Paso's Infrastructure Network



Project Details

Location:	Citywide
Contract Value:	\$300,000 / contract
Contract Term:	Two years
Funding Source:	Capital plans, bond programs



Contract Scope of Work



- Project planning and definition
- Feasibility Studies and Life Cycle Cost Analysis
- Design development
- Project scheduling
- Permitting support
- Preparation of drawings and specifications (60%, 90% and final)
- Cost estimates (60%, 90% and final)
- Bidding support
- Responding to bidder questions
- Attending pre-bid and bid opening meetings
- Construction support and closeout

Contract Scope of Work (Continued)



- Construction inspection and consultation
- Contractor submittal review
- Contractor change order proposal review and independent estimate
- Record drawing production from contractor provided redlines
- Other services may include, but are not limited to, the following:
- Construction management of small projects
- Constructability reviews
- Peer design reviews
- Field/site investigations
- Commissioning
- System evaluation and analysis
- Attend meetings as requested by the City

Procurement Summary



- Request for Qualification advertised on June 12, 2023
 - 2 firms submitted bids, all with local offices

- Recommended Actions
 - To award contracts to the two highest ranked firms:
 - Bath Group, LLC
 - Cardina Consulting, LLC

MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



VALUES

Integrity, Respect, Excellence,
Accountability, People

MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas



Legislation Text

File #: 24-39, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform Municipal Solid Waste Engineering Services on a task basis by and between the City of El Paso and each of the following three (3) consultants: Burns & McDonnell Engineering Company, Inc., Parkhill, Smith & Cooper, Inc, and Stearns, Conrad and Schmidt Consulting Engineers, Inc. Each On Call Agreement will be for an amount not to exceed \$400,000.

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

AGENDA DATE: January 2, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer
(915) 212-0065

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No.8: Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions.

SUBJECT:

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

1. Burns & McDonnell Engineering Company, Inc.
2. Parkhill, Smith & Cooper, Inc
3. Stearns, Conrad and Schmidt Consulting Engineers, Inc

Each On Call Agreement will be for an amount not to exceed Four Hundred Thousand and No/00 Dollars (\$400,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

BACKGROUND / DISCUSSION:

The On-Call agreement for professional services to perform municipal solid waste engineering services assists the Capital Improvement Department as well as user departments to expedite and complete tasks for projects. The new agreements will be for a two-year term for an amount not to exceed \$400,000 for each agreement, with the authorization to increase contract capacity up to \$100,000 for each contract granted to the City Engineer.

PRIOR COUNCIL ACTION:

October 26, 2021 – City Council approved a two year on call agreement for professional services to perform municipal solid waste engineering services on a task-by-task basis.

AMOUNT AND SOURCE OF FUNDING:

Environmental, Services Division Enterprise Funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

Revised 04/09/2021

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: Environmental Services

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, P.E., City Engineer

RESOLUTION

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

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

1. Burns & McDonnell Engineering Company, Inc.
2. Parkhill, Smith & Cooper, Inc
3. Stearns, Conrad and Schmidt Consulting Engineers, Inc

Each On-Call Agreement will be for an amount not to exceed \$400,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

APPROVED THIS _____ DAY OF _____ 2024.

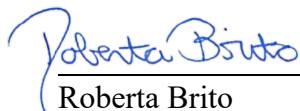
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

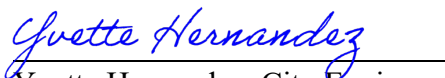
APPROVED AS TO FORM:



Roberta Brito

Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, City Engineer
Capital Improvement Department



CITY OF EL PASO
 CAPITAL IMPROVEMENT DEPARTMENT
 218 N. CAMPBELL, 2ND FLOOR
 EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY							
Solicitation #2023-0700R							
On-Call Professional Services - Municipal Solid Waste Engineering Rebid							
Consultant	Burns & McDonnell	Parkhill	SCS Engineers				
Rater 1	80	82	79				
Rater 2	72	76	75				
Rater 3	89	89	88				
References	9	9	9				
Total Score:	250	256	251				

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2024 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Burns & McDonnell Engineering Company, Inc, a Missouri Corporation authorized to transact business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional municipal solid waste engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$400,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	Burns & McDonnell Engineering Company, Inc. Attn: Scott Pastermak 1700 West Loop South, Suite 1500s Houston, Texas 77027
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will


not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

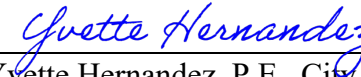
Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

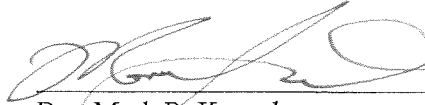
This instrument was acknowledged before me on this ____ day of _____, 2024,
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)


CONSULTANT: BURNS & MCDONNELL
ENGINEERING COMPANY, INC


By: Mark R. Knaack
Title: Principal

(Acknowledgment)

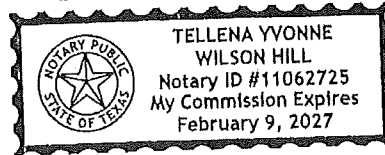
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

(Tywil) 23 This instrument was acknowledged before me on this 12 day of December
2024, by Mark R. Knaack, as Principal of Burns & McDonnell Engineering Company, Inc.


Notary Public, State of Texas

My commission expires:

2/9/2027



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A

SCOPE OF WORK

The on call municipal solid waste engineering services contracts will be used on an on-call basis. Services and their tangible products may include, but not be limited to:

- Investigations, studies, plans, permitting, and reporting
- Title V Operating Permits and new site permitting
- GHG monitoring
- Environmental sampling and testing
- Regulatory compliance assessments
- Design (including cell lining, closure and post closure)
- Plans, specifications, scheduling, budgeting, and cost estimating
- Preparation of construction documents
- Construction oversight and administration
- As-built plans
- Route studies
- Other services as requested

PERFORMANCE OF SCOPE

The firms must maintain sufficient knowledge to demonstrate compliance with federal and state solid waste rules and regulations, including but not limited to 30 Texas Administrative Code Chapters 330 and 335, regulating the management of municipal solid waste and industrial and hazardous waste. The firms may be required to provide the following types of municipal solid waste services:

- Perform groundwater sampling and analytical laboratory testing, analytical data management including validation, statistical data evaluation, and analytical reporting in accordance with requirements for municipal solid waste in landfills in Texas.
- Manage groundwater monitoring well installation or abandonment activities.
- Prepare groundwater sampling and analysis plans, groundwater monitoring reports, statistical analysis plans and reports, and groundwater monitoring well installation or abandonment reports for Texas Commission on Environmental Quality (TCEQ) approval.
- Prepare storm water pollution prevention plans and conduct storm water quality monitoring activities at landfill facilities.
- Prepare landfill gas management plans, conduct landfill gas monitoring, install or abandon landfill gas monitoring probes or landfill gas vents, identify, design and implement landfill gas management correction action programs, and design and install passive or active landfill gas removal systems.
- Conduct periodic Tier II Non-Methane Organic Compound air sampling and analysis, perform air emission calculations, and prepare air permit application documentation and annual emissions inventories.
- Update and prepare landfill closure and post-closure cost estimates.
- Prepare permit modifications/amendments for municipal solid waste permit documents and obtain TCEQ approval. The firms may also be required to prepare and submit permit amendments and permit modifications to applicable regulatory agencies.

- Perform topographical surveys of landfill facilities and volume calculations for the completion of annual waste reports. Periodic topographical with aerial photography may also be requested.
- Design, prepare construction plans and specifications and oversee construction solid waste landfill facility components; such as, landfill cells, leachate collection and management systems, final cover systems, storm water management and erosion control structures and citizen collection sites, collection and material recovery facilities, and transfer stations.
- Conduct feasibility studies or strategic planning activities.
- Conduct routing and collection service planning studies that may be used to optimize residential collection routes.
- Provide technical services related to waste screening, waste characterization, waste minimization, recycling, waste-to-energy, and other renewable energy systems.

HOUSEHOLD HAZARDOUS WASTE PROGRAM

The firms may be required to provide the following household hazardous waste program services:

- Design, prepare construction plans and specifications and oversee construction of household hazardous waste collection facilities;
- Prepare operational and health and safety plans for household hazardous waste collection facilities;
- Provide operational and safety procedures training to City of El Paso personnel at household hazardous waste collection sites, including 40-hour and 8-hour refresher OSHA HAZWOPER training.
- Assist the City of El Paso in the classification and proper disposal of household hazardous and non-hazardous waste.

KEY OBJECTIVES:

The selected firms are expected to provide the following services:

- Serve as the Owner's representative for construction projects, coordinating directly with the City of El Paso Capital Improvement Department on all related tasks and construction activities.
- Advocate the interests of the City of El Paso.
- Implement creative and innovative approaches to problem solving.
- Provide effective and informative reports of the progress, and schedule and budget status of on-going work activities.
- Implement an effective quality assurance program.
- Assess the adequacy of contractor schedules, including overall and look ahead schedules; monitor and report on schedule performance and where necessary identify schedule recovery measures.
- Monitor and report on project construction and construction management budgets.

ELECTRONIC DOCUMENT MANAGEMENT

The selected firms are to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following

are some of the documents to be placed on web-based software:

- Concept documents
- Investigative studies and analytical testing reports
- Permits and supporting documentation
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings and documentation
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes

The selected firms are to provide electronic access to the Capital Improvement Department Project Manager or his/her designee for the duration of each task order issued under this contract.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES



MEMORANDUM

To: Yvette Hernandez, PE, City Engineer - City of El Paso
From: Scott Pasternak - Burns & McDonnell
Subject: Hourly Rates for Municipal Solid Waste Engineering Services Agreement
Date: November 17, 2023

Burns & McDonnell is pleased to submit our proposed hourly billing rates for the Municipal Solid Waste Engineering Services Agreement. Per our discussion, we have modified our proposed rates from the current contract between the City of El Paso and Burns & McDonnell by four percent for the first year of the contract and three percent for the second year of the contract, as communicated in the following table. We also propose to invoice direct expenses without mark-up. Subcontractors would be invoiced with a 10 percent mark-up.

Hourly Rate Schedule			
Role	Current (ending August 2023)	December 1, 2023 – December 31, 2024	January 1, 2025 – November 30, 2025
Project Director	\$271	\$282	\$291
Senior Project Manager	\$259	\$270	\$278
Project Manager	\$248	\$258	\$266
Senior Consultant/Engineer	\$224	\$233	\$240
Consultant 2/Engineer 2	\$209	\$218	\$224
Consultant 1/Engineer 1	\$170	\$177	\$183
Consultant/Engineer	\$143	\$149	\$154
Clerical	\$92	\$96	\$99

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

12/1/2023

DATE (MM/DD/YYYY)

11/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1328360 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 HANKEL, LEANN	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company		23035
	INSURER B : Westchester Fire Insurance Company		10030
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES * **CERTIFICATE NUMBER:** 10906488 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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 OTHER:	N	N	TB2-641-432888-472	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	AS2-641-432888-042	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	G21986410018	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2-641-432888-012	12/1/2022	12/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

10906488
FOR PROPOSAL PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☒ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

December 12, 2023

Scott Pasternak

Date

Signature

Burns & McDonnell Engineering Company, Inc.

Department Manager

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☒ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

December 12, 2023

Date

Scott Pasternak

Signature

Burns & McDonnell Engineering Company, Inc.

Company Name

Department Manager

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2024 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and PARKHILL, SMITH & COOPER, INC, a Texas Professional Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional municipal solid waste engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner’s requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as “as-built” drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner’s representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner’s policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$400,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment “C”** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant’s fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment “B”**.

Payments to the Consultant shall be made pursuant to **Attachment “D”**.

3.2 CONSULTANT’S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

3.3 CONSULTANT’S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT’S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant’s officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as “Consultant”), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter “Owner’s Claims”), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant’s insurers in settlement or satisfaction of Owner’s Claims under the terms and conditions of Consultant’s insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner’s Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner’s claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment “F”.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
---------------	---

With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	Parkhill, Smith & Cooper, Inc Attn: Frank Pugsley, PE 501 W. San Antonio Ave El Paso, Texas 79901
--------------------	--

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will

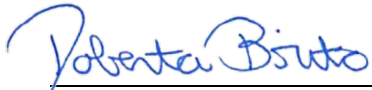
not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

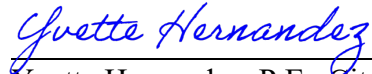
Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2024,
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 following page)

CONSULTANT:
PARKHILL, SMITH & COOPER, INC


By: Frank Pugsley
Title: Principal-in-Charge

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 11th day of December, 202³4,
by Frank Pugsley, as Principal-in-Charge of Parkhill, Smith & Cooper Inc.


Notary Public, State of Texas

My commission expires:

02/21/2027



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A

SCOPE OF WORK

The on call municipal solid waste engineering services contracts will be used on an on-call basis. Services and their tangible products may include, but not be limited to:

- Investigations, studies, plans, permitting, and reporting
- Title V Operating Permits and new site permitting
- GHG monitoring
- Environmental sampling and testing
- Regulatory compliance assessments
- Design (including cell lining, closure and post closure)
- Plans, specifications, scheduling, budgeting, and cost estimating
- Preparation of construction documents
- Construction oversight and administration
- As-built plans
- Route studies
- Other services as requested

PERFORMANCE OF SCOPE

The firms must maintain sufficient knowledge to demonstrate compliance with federal and state solid waste rules and regulations, including but not limited to 30 Texas Administrative Code Chapters 330 and 335, regulating the management of municipal solid waste and industrial and hazardous waste. The firms may be required to provide the following types of municipal solid waste services:

- Perform groundwater sampling and analytical laboratory testing, analytical data management including validation, statistical data evaluation, and analytical reporting in accordance with requirements for municipal solid waste in landfills in Texas.
- Manage groundwater monitoring well installation or abandonment activities.
- Prepare groundwater sampling and analysis plans, groundwater monitoring reports, statistical analysis plans and reports, and groundwater monitoring well installation or abandonment reports for Texas Commission on Environmental Quality (TCEQ) approval.
- Prepare storm water pollution prevention plans and conduct storm water quality monitoring activities at landfill facilities.
- Prepare landfill gas management plans, conduct landfill gas monitoring, install or abandon landfill gas monitoring probes or landfill gas vents, identify, design and implement landfill gas management correction action programs, and design and install passive or active landfill gas removal systems.
- Conduct periodic Tier II Non-Methane Organic Compound air sampling and analysis, perform air emission calculations, and prepare air permit application documentation and annual emissions inventories.
- Update and prepare landfill closure and post-closure cost estimates.
- Prepare permit modifications/amendments for municipal solid waste permit documents and obtain TCEQ approval. The firms may also be required to prepare and submit permit amendments and permit modifications to applicable regulatory agencies.

- Perform topographical surveys of landfill facilities and volume calculations for the completion of annual waste reports. Periodic topographical with aerial photography may also be requested.
- Design, prepare construction plans and specifications and oversee construction solid waste landfill facility components; such as, landfill cells, leachate collection and management systems, final cover systems, storm water management and erosion control structures and citizen collection sites, collection and material recovery facilities, and transfer stations.
- Conduct feasibility studies or strategic planning activities.
- Conduct routing and collection service planning studies that may be used to optimize residential collection routes.
- Provide technical services related to waste screening, waste characterization, waste minimization, recycling, waste-to-energy, and other renewable energy systems.

HOUSEHOLD HAZARDOUS WASTE PROGRAM

The firms may be required to provide the following household hazardous waste program services:

- Design, prepare construction plans and specifications and oversee construction of household hazardous waste collection facilities;
- Prepare operational and health and safety plans for household hazardous waste collection facilities;
- Provide operational and safety procedures training to City of El Paso personnel at household hazardous waste collection sites, including 40-hour and 8-hour refresher OSHA HAZWOPER training.
- Assist the City of El Paso in the classification and proper disposal of household hazardous and non-hazardous waste.

KEY OBJECTIVES:

The selected firms are expected to provide the following services:

- Serve as the Owner's representative for construction projects, coordinating directly with the City of El Paso Capital Improvement Department on all related tasks and construction activities.
- Advocate the interests of the City of El Paso.
- Implement creative and innovative approaches to problem solving.
- Provide effective and informative reports of the progress, and schedule and budget status of on-going work activities.
- Implement an effective quality assurance program.
- Assess the adequacy of contractor schedules, including overall and look ahead schedules; monitor and report on schedule performance and where necessary identify schedule recovery measures.
- Monitor and report on project construction and construction management budgets.

ELECTRONIC DOCUMENT MANAGEMENT

The selected firms are to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following

are some of the documents to be placed on web-based software:

- Concept documents
- Investigative studies and analytical testing reports
- Permits and supporting documentation
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings and documentation
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes

The selected firms are to provide electronic access to the Capital Improvement Department Project Manager or his/her designee for the duration of each task order issued under this contract.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

Parkhill

Hourly Rate Schedule

January 1, 2023 through December 31, 2025

Client: City of El Paso

Project: #2023-0700R
On-Call Professional Services Municipal Solid Waste Engineering

Agreement Date: _____

Location: El Paso, Texas

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$61.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$72.00	Architect	\$152.00	Architect	\$251.00
SUPPORT STAFF III	\$99.00	Civil Engineer	\$187.00	Civil Engineer	\$283.00
SUPPORT STAFF IV	\$105.00	Electrical Engineer	\$182.00	Electrical Engineer	\$295.00
SUPPORT STAFF V	\$117.00	Interior Designer	\$136.00	Interior Designer	\$217.00
SUPPORT STAFF VI	\$126.00	Landscape Architect	\$147.00	Landscape Architect	\$234.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$174.00	Mechanical Engineer	\$282.00
Architect	\$124.00	Structural Engineer	\$180.00	Structural Engineer	\$271.00
Civil Engineer	\$135.00	Survey Tech	\$140.00	Professional Land Surveyor	\$219.00
Electrical Engineer	\$138.00	Other Professional	\$134.00	Other Professional	\$213.00
Interior Designer	\$118.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$118.00	Architect	\$186.00	Principal	\$300.00
Mechanical Engineer	\$129.00	Civil Engineer	\$218.00		
Structural Engineer	\$129.00	Electrical Engineer	\$214.00		
Survey Tech	\$110.00	Interior Designer	\$149.00		
Other Professional	\$116.00	Landscape Architect	\$159.00		
PROFESSIONAL LEVEL II		Mechanical Engineer	\$204.00		
Architect	\$134.00	Structural Engineer	\$208.00		
Civil Engineer	\$151.00	Survey Tech	\$170.00		
Electrical Engineer	\$156.00	Other Professional	\$158.00		
Interior Designer	\$124.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$124.00	Architect	\$226.00		
Mechanical Engineer	\$149.00	Civil Engineer	\$263.00		
Structural Engineer	\$147.00	Electrical Engineer	\$261.00		
Survey Tech	\$120.00	Interior Designer	\$179.00		
Other Professional	\$122.00	Landscape Architect	\$194.00		
		Mechanical Engineer	\$249.00		
		Structural Engineer	\$251.00		
		Professional Land Surveyor	\$198.00		
		Other Professional	\$176.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2023 through December 31, 2025.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings**,” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications**.” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/28/2023

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 Sanford & Tatum Insurance Agency PO Box 64790 Lubbock TX 79464		CONTACT NAME: Dee Bartlett PHONE (A/C, No, Ext): (806) 792-5564 FAX (A/C, No): (806) 792-9344 E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Phoenix Ins. Co.	NAIC # 25623
		INSURER B: Charter Oak Fire Ins. Co.	25615
		INSURER C: Travelers Property Cas. Co. of America	25674
		INSURER D: Standard Fire Ins. Co.	19070
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 23/24**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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6305H948872	09/30/2023	09/30/2024	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA4N167444	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5H948872	09/30/2023	09/30/2024	EACH OCCURRENCE \$ 6,000,000
			AGGREGATE \$ 6,000,000				
			\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB5H948872	09/30/2023	09/30/2024	<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)

#2023-0700R On Call Professional Services Municipal Solid Waste Engineering

The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides 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. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso 218 N. Campbell, 2nd Floor 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

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/11/2023
Date

Fred Rysky
Signature

Parkhill, Smith & Cooper, Inc.
Company Name

Principal
Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/11/2023
Date

Fred Parkhill
Signature

Parkhill, Smith & Cooper Inc
Company Name

Principal
Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2024 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Stearns, Conrad And Schmidt, Consulting Engineers, Inc, a Virginia Corporation authorized to transact business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional municipal solid waste engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$400,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF

TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	SCS Sterns, Conrad, and Schmidt Consulting Engineers, Inc Attn: Ryan Kuntz, P.E. 1901 Central Drive, Suite 550 Bedford, Texas 76021

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will

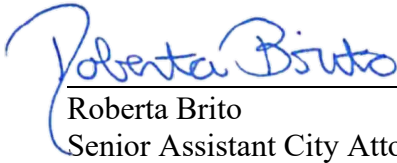
not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2024,
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 following page)

CONSULTANT:
STEARNS, CONRAD AND SCHMIDT,
CONSULTING ENGINEERS, INC.


By: Ryan Kuntz
Title: Vice President

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

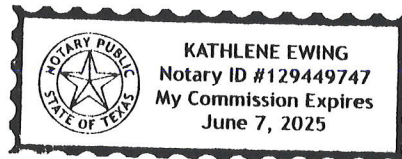
This instrument was acknowledged before me on this 12 day of December, 2023,
by Ryan Kuntz, as Vice President of Stearns, Conrad and Schmidt, Consulting Engineers, Inc.



Notary Public, State of Texas

My commission expires:

June 7, 2025



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A

SCOPE OF WORK

The on call municipal solid waste engineering services contracts will be used on an on-call basis. Services and their tangible products may include, but not be limited to:

- Investigations, studies, plans, permitting, and reporting
- Title V Operating Permits and new site permitting
- GHG monitoring
- Environmental sampling and testing
- Regulatory compliance assessments
- Design (including cell lining, closure and post closure)
- Plans, specifications, scheduling, budgeting, and cost estimating
- Preparation of construction documents
- Construction oversight and administration
- As-built plans
- Route studies
- Other services as requested

PERFORMANCE OF SCOPE

The firms must maintain sufficient knowledge to demonstrate compliance with federal and state solid waste rules and regulations, including but not limited to 30 Texas Administrative Code Chapters 330 and 335, regulating the management of municipal solid waste and industrial and hazardous waste. The firms may be required to provide the following types of municipal solid waste services:

- Perform groundwater sampling and analytical laboratory testing, analytical data management including validation, statistical data evaluation, and analytical reporting in accordance with requirements for municipal solid waste in landfills in Texas.
- Manage groundwater monitoring well installation or abandonment activities.
- Prepare groundwater sampling and analysis plans, groundwater monitoring reports, statistical analysis plans and reports, and groundwater monitoring well installation or abandonment reports for Texas Commission on Environmental Quality (TCEQ) approval.
- Prepare storm water pollution prevention plans and conduct storm water quality monitoring activities at landfill facilities.
- Prepare landfill gas management plans, conduct landfill gas monitoring, install or abandon landfill gas monitoring probes or landfill gas vents, identify, design and implement landfill gas management correction action programs, and design and install passive or active landfill gas removal systems.
- Conduct periodic Tier II Non-Methane Organic Compound air sampling and analysis, perform air emission calculations, and prepare air permit application documentation and annual emissions inventories.
- Update and prepare landfill closure and post-closure cost estimates.
- Prepare permit modifications/amendments for municipal solid waste permit documents and obtain TCEQ approval. The firms may also be required to prepare and submit permit amendments and permit modifications to applicable regulatory agencies.

- Perform topographical surveys of landfill facilities and volume calculations for the completion of annual waste reports. Periodic topographical with aerial photography may also be requested.
- Design, prepare construction plans and specifications and oversee construction solid waste landfill facility components; such as, landfill cells, leachate collection and management systems, final cover systems, storm water management and erosion control structures and citizen collection sites, collection and material recovery facilities, and transfer stations.
- Conduct feasibility studies or strategic planning activities.
- Conduct routing and collection service planning studies that may be used to optimize residential collection routes.
- Provide technical services related to waste screening, waste characterization, waste minimization, recycling, waste-to-energy, and other renewable energy systems.

HOUSEHOLD HAZARDOUS WASTE PROGRAM

The firms may be required to provide the following household hazardous waste program services:

- Design, prepare construction plans and specifications and oversee construction of household hazardous waste collection facilities;
- Prepare operational and health and safety plans for household hazardous waste collection facilities;
- Provide operational and safety procedures training to City of El Paso personnel at household hazardous waste collection sites, including 40-hour and 8-hour refresher OSHA HAZWOPER training.
- Assist the City of El Paso in the classification and proper disposal of household hazardous and non-hazardous waste.

KEY OBJECTIVES:

The selected firms are expected to provide the following services:

- Serve as the Owner's representative for construction projects, coordinating directly with the City of El Paso Capital Improvement Department on all related tasks and construction activities.
- Advocate the interests of the City of El Paso.
- Implement creative and innovative approaches to problem solving.
- Provide effective and informative reports of the progress, and schedule and budget status of on-going work activities.
- Implement an effective quality assurance program.
- Assess the adequacy of contractor schedules, including overall and look ahead schedules; monitor and report on schedule performance and where necessary identify schedule recovery measures.
- Monitor and report on project construction and construction management budgets.

ELECTRONIC DOCUMENT MANAGEMENT

The selected firms are to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following

are some of the documents to be placed on web-based software:

- Concept documents
- Investigative studies and analytical testing reports
- Permits and supporting documentation
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings and documentation
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes

The selected firms are to provide electronic access to the Capital Improvement Department Project Manager or his/her designee for the duration of each task order issued under this contract.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

SCS ENGINEERS

SCS ENGINEERS FEE SCHEDULE – CITY OF EL PASO (Effective December 1, 2023 through November 30, 2025)

Labor Category	Rate/Hour	
	2023/2024	2024/2025
Business Unit Director	255	260
Project Advisor	245	250
Satellite Office Manager	245	250
Project Director II	230	235
Project Director I	215	220
Project Manager II	195	200
Project Manager I	175	180
CQA Manager	175	180
Project Professional III	160	165
Project Professional II	150	155
Project Professional I	125	130
Staff Professional III	120	125
Staff Professional II	110	115
Staff Professional I	105	110
Associate Staff Professional	100	105
CAD Designer	135	140
CAD Draftsperson	95	100
Office Service Manager	125	130
Secretarial/Clerical	80	85
Sr. Technician	110	115
Technician	80	85
CQA Technician	75	80

1. The hourly rates are effective for periods of 12/1/2023 through 11/30/2024 (defined above as 2023/2024) and 12/1/2024 through 11/30/2025 (defined above as 2024/2025). Consistent with federal regulations, a factor of 150% will be applied to overtime hours for field personnel.
2. The above rates include salary, overhead, administration, and profit. Other direct expenses, such as vendors, laboratory analyses, suppliers, reproduction, travel, subsistence, subcontractors, etc., are billed at actual cost, plus 10 percent. Vehicle mileage is billed at \$0.66 per mile for autos and \$22/hour for company trucks in 2023/2024 and \$0.69 per mile for autos and \$23/hour for company trucks in 2023/2024. Daily rates apply on long-term projects.
3. Invoices will be prepared monthly for work in progress unless otherwise agreed. Invoices are due and payable upon receipt.
4. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
5. For special situations, such as expert court testimony and limited consultation, hourly rates for principals of the firm will be on an individually-negotiated basis.

OM&M
FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS

(Effective December 1, 2023 through November 30, 2024,
 add 4% for December 1, 2024 through November 30, 2025)

Rate (\$)

GEM 2000 NAV/5000 NAV/Envision Gas Analyzer(s):

- Daily Rate 214/day
- Weekly Rate 1,069/week
- Monthly Rate 3,208/month

Gazoscan Kit

- Daily Rate 216/day
- Weekly Rate 1,080/week
- Monthly Rate 3,240/month

GEM 5000 w/H₂S/CO

- Daily Rate 231/day
- Weekly Rate 1,156/week
- Monthly Rate 3,467/month

SEM 500/TVA 2020/TDL 500/ Site FID Emissions Monitor/Irwin Inficon SEM:

- Daily Rate 231/day
- Weekly Rate 1,156/week
- Monthly Rate 3,467/month

Q Rae Gas Analyzer O₂/H₂S/CO/Combustibles 58/day
 Micro Max Gas Analyzer O₂/H₂S/CO/COI Combustibles 58/day
 4 Gas Meter 58/day
 Magnehelic Pressure Meter 13/day
 Digital Readout Thermocouple 29/day
 Dewatering Pump (Trash Pump) 52/day
 Dräger Detector Tubes/Pump 24/each

MiniRae 2000/3000 PID:

- Daily Rate 174/day
- Weekly Rate 869/week
- Monthly Rate 2,608/month

Rate (\$)

RKI Eagle II:

- Daily Rate 174/day
- Weekly Rate 869/week
- Monthly Rate..... 2,608/month

Air Sampling Station:

- Daily Rate 58/day
- Weekly Rate 292/week
- Monthly Rate..... 875/month

Pipe Laser:

- Daily Rate 58/day
- Weekly Rate 292/week
- Monthly Rate..... 875/month

- PAS 3000 Personal Air Sampling Pump 29/day
- Tedlar Bag (10-Liter) 46/each
- Sample Flow Controller/Tier II Gauge 49/day
- Non-Contaminating Air Sampling Pump 29/day
- Interface Probe..... 58/day

Handheld GPS:

- Daily Rate 29/day
- Weekly Rate 146/week
- Monthly Rate..... 437/month

Submersible Pump:

- Daily Rate 58/day
- Weekly Rate 292/week
- Monthly Rate..... 875/month

Water Level Indicator:

- Daily Rate 24/day
- Weekly Rate 119/week
- Monthly Rate..... 356/month

Water Level Meter w/Temperature:

- Daily Rate 52/day
- Weekly Rate 259/week
- Monthly Rate..... 778/month

	Rate (\$)
100-Foot Temperature Probe:	
• Daily Rate	18/day
• Weekly Rate	92/week
• Monthly Rate.....	275/month
Teflon Well Bailer	29/each
Vacuum Box/Carbon Canister and Blower	174/day
Tool Truck	24/hour
No. 14 P.E. Fusion Machine (1"-4"):	
• Daily Rate	127/day
• Weekly Rate	637/week
• Monthly Rate.....	1,912/month
No. 26 P.E. Fusion Machine (2"-6"):	
• Daily Rate	157/day
• Weekly Rate	783/week
• Monthly Rate.....	2,349/month
No. 28 P.E. Fusion Machine (2"-8")	
• Daily Rate	208/day
• Weekly Rate	1,042/week
• Monthly Rate.....	3,127/month
No. 412 P.E. Fusion Machine (4"-12"):	
• Daily Rate	319/day
• Weekly Rate	1,593/week
• Monthly Rate.....	4,779/month
No. 618 P.E. Fusion Machine (6"-18"):	
• Daily Rate	550/day
• Weekly Rate	2,749/week
• Monthly Rate.....	8,246/month
No. 824 P.E. Fusion Machine (8"-24"):	
• Daily Rate	1,098/day
• Weekly Rate	5,492/week
• Monthly Rate.....	16,475/month

	Rate (\$)
Trackstar 500 Fusion Machine	
• Daily Rate	491/day
• Weekly Rate	2,457/week
• Monthly Rate.....	7,371/month
Sidewinder Fusion Machine	
• Daily Rate	174/day
• Weekly Rate	869/week
• Monthly Rate.....	2,608/month
Electrofusion Processor Machine:	
• Daily Rate	203/day
• Weekly Rate	1,015/week
• Monthly Rate.....	3,046/month
Leister Extrusion Welding Gun	174/day
Air Compressor	70/day
Arc Welder	86/day
Generator (3,500-Watt)	70/day
Generator (5,000-Watt)	86/day
Generator (6,000-Watt)	92/day
Generator (8,000-Watt)	97/day
Isolation Pinch-off Tool (1"-4"):	
• Daily Rate	46/day
• Weekly Rate	232/week
• Monthly Rate.....	697/month
Isolation Pinch-off Tool (2"-8"):	
• Daily Rate	70/day
• Weekly Rate	351/week
• Monthly Rate.....	1,053/month
Isolation Pinch-off Tool (8"-12"):	
• Daily Rate	116/day
• Weekly Rate	578/week
• Monthly Rate.....	1,733/month
4-Wheeler (ATV/UTV):	
• Daily Rate	58/day
• Weekly Rate	292/week
• Monthly Rate.....	874/month

Rate (\$)

4-Wheeler with 44" Mow Deck:

- Daily Rate 116/day
- Weekly Rate 578/week
- Monthly Rate..... 1,733/month

Riding Mower:

- Daily Rate 203/day
- Weekly Rate 1,015/week
- Monthly Rate..... 3,046/month

Chain Saw:

- Daily Rate 13/day
- Weekly Rate 65/week
- Monthly Rate..... 194/month

Horiba Water Quality Meter:

- Daily Rate 58/day
- Weekly Rate 292/week
- Monthly Rate..... 875/month

Hydrogen Sulfide Meter:

- Daily Rate 220/day
- Weekly Rate 1,102/week
- Monthly Rate..... 3,305/month

Infrared Thermometer:

- Daily Rate 13/day
- Weekly Rate 65/week
- Monthly Rate..... 194/month

Micropurge Flow Cell (Groundwater):

- Daily Rate 116/day
- Weekly Rate 578/week
- Monthly Rate..... 1,733/month

Oilless Compressor and Control Box (Groundwater):

- Daily Rate 86/day
- Weekly Rate 432/week
- Monthly Rate..... 1,296/month

	Rate (\$)
Earth/Resistance Tester:	
• Daily Rate	116/day
• Weekly Rate	578/week
• Monthly Rate.....	1,733/month
Pitot Tube and Gauges:	
• Daily Rate	13/day
• Weekly Rate	45/week
• Monthly Rate.....	194/month
Pressure Washer:	
• Daily Rate	58/day
• Weekly Rate	292/week
• Monthly Rate.....	874/month
Turbidity Meter/Conductivity Meter:	
• Daily Rate	29/day
• Weekly Rate	146/week
• Monthly Rate.....	437/month
Vacuum Air Pump:	
• Daily Rate	116/day
• Weekly Rate	578/week
• Monthly Rate.....	1,733/month
Downhole Video Camera System	231/day
Weed Trimmer:	
• Daily Rate	29/day
• Weekly Rate	146/week
• Monthly Rate.....	437/month
Safety Equipment:	
• Tyvek Suit (each)	18/each
• Polyethylene suit (each).....	24/each
• Nitrile gloves (per pair).....	18/each
• PVC Gloves (per pair).....	18/each
• Rubber booties (per pair).....	18/each
• Organic Vapor Cartridges (per pair).....	24/each
• Organic Vapor/Acid Cartridges (per pair).....	29/each
• Cartridges pre-filters (per pair)	18/each

	Rate (\$)
Safety Equipment Continued:	
• Half face respirator (each).....	24/day
• Full face respirator (each).....	29/day
• Ventilator/manhole blowers	29/day
• Parachute harness	13/day
• Tripod:	
- Daily Rate	86/day
- Weekly Rate.....	432/week
- Monthly Rate	1,296/month
• SCBA.....	231/day

General Terms

1. Rates are in effect until November 30, 2024. Any work performed from December 1, 2024 through November 30, 2025 will be subject to a 4 percent increase (rounded up to the nearest dollar).
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 10 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings**,” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications**.” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"

Insurance



CERTIFICATE OF LIABILITY INSURANCE

3/31/2024

DATE (MM/DD/YYYY)
03/16/2023

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 Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0085	CONTACT NAME:	
	PHONE (A/C, No. Ext.):	FAX (A/C, No.):
INSURED SCS Engineers 1506832 3900 Kilroy Airport Way, Ste 100 Long Beach, CA 90806-6816	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: Steadfast Insurance Company	26387
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES SCSEN01 CERTIFICATE NUMBER: 18259325 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL 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 <input checked="" type="checkbox"/> X,C,U Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO 0112778-08	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/PROP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP 0112780-08	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0112779-08	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Env Prof (E&O) - Prof Liab - Claims Made	N	N	PEC 0112862-08	03/31/2023	03/31/2024	Per Claim: \$1,000,000 Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Job No. 90000011.16, Job Description: On-Call Professional Services - Municipal Solid Waste Engineering. City of El Paso as required by written contract is included as Additional Insured with respect to the General Liability and Automobile Liability policies; and the General Liability policy evidenced herein is Primary to other insurance available, as required by written contract, but limited to the operations of the insured under said contract.

CERTIFICATE HOLDER	CANCELLATION See Attachments
18259325 City of El Paso 218 N. Campbell St. Second Floor 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

ACORD 25 (2016/03)

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

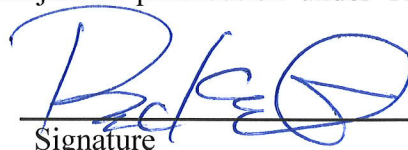
- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/12/2023
Date


Signature

SCS Engineers
Company Name

Vice President
Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

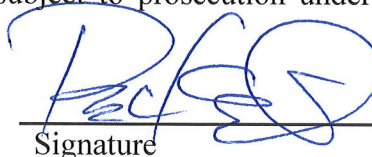
- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/12/2023
Date


Signature

SES Engineers
Company Name

Vice President
Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



CITY OF EL PASO

**City of El Paso
Capital Improvement Department
Solicitation #2023-0700 On-Call
Professional Services Municipal Solid Waste Engineering Rebid**

January 3, 2024

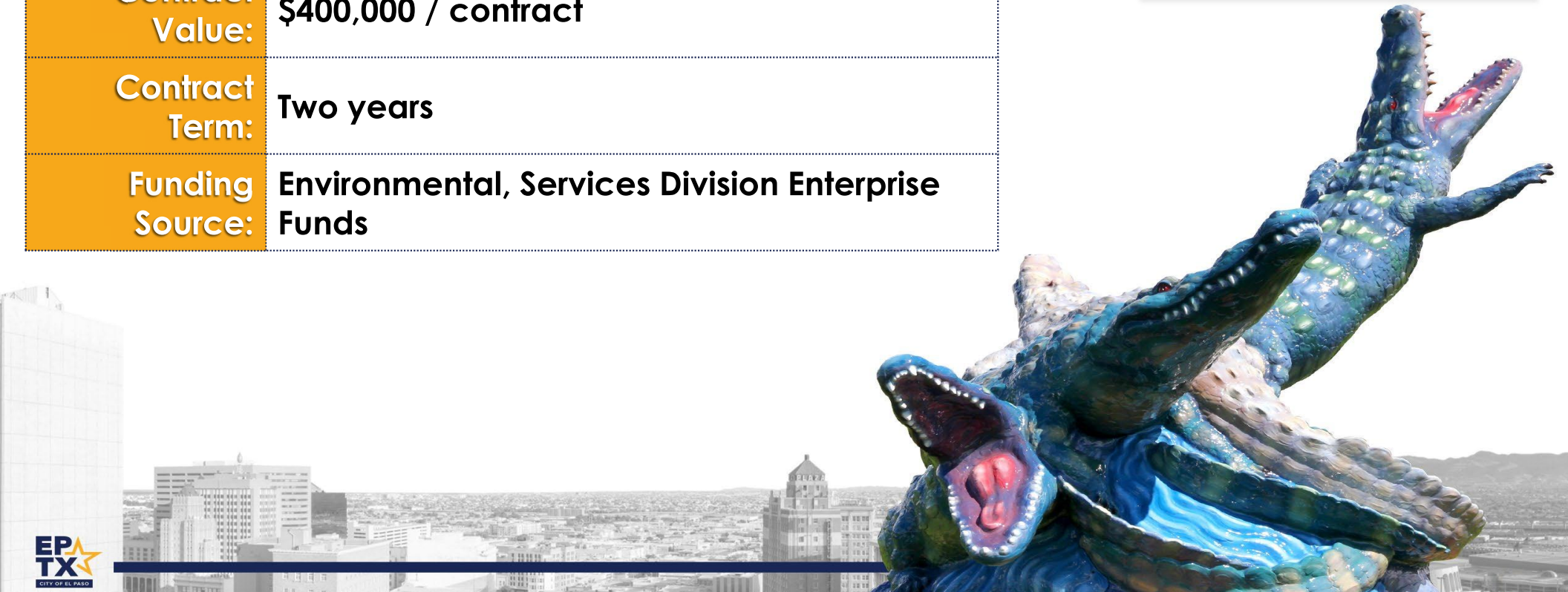
Strategic Plan Goal:

7) Enhance and Sustain El Paso's Infrastructure Network



Project Details

Location:	Citywide
Contract Value:	\$400,000 / contract
Contract Term:	Two years
Funding Source:	Environmental, Services Division Enterprise Funds



Contract Scope of Work



The on call municipal solid waste engineering services contracts will be used on an on-call basis. Services and their tangible products may include, but not be limited to:

- Investigations, studies, plans, permitting, and reporting
- Title V Operating Permits and new site permitting
- GHG monitoring
- Environmental sampling and testing
- Regulatory compliance assessments
- Design (including cell lining, closure and post closure)

Contract Scope of Work (Continued)



- Plans, specifications, scheduling, budgeting, and cost estimating
- Preparation of construction documents
- Construction oversight and administration
- As-built plans
- Route studies
- Other services as requested

Procurement Summary



- Request for Qualification advertised on August 4, 2023
 - 3 firms submitted bids, all with local offices

- Recommended Actions
 - To award contracts to the three highest ranked firms:
 - Burns & McDonnell Engineering Company, Inc.
 - Parkhill, Smith & Cooper, Inc.
 - Stearns, Conrad and Schmidt Consulting Engineers, Inc.

MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



VALUES

Integrity, Respect, Excellence,
Accountability, People

MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-40, 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:

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Kasco Ventures, Inc. v. City of El Paso; Cause No. 2021DCV1165. Matter No. 21-1003-1154 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-41, Version: 1

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

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City Attorney's Office, Roberta Brito, (915) 212-0033

AGENDA LANGUAGE:

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Status of Contractor's Bankruptcy on City Contracts. HQ 23-578 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-88, Version: 1

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

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All Districts

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

AGENDA LANGUAGE:

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Texas Legislative Special Session 88(4) Senate Bill 4 related to illegal entry or presence in this state (551.071).