

Oscar Leeser
Mayor

Cary Westin
Interim City Manager



CITY COUNCIL
Brian Kennedy, District 1
Josh Acevedo, 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

NOTICE OF WORK SESSION OF THE EL PASO CITY COUNCIL

April 22, 2024
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:05 AM

Teleconference phone number 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 295-806-98#

Notice is hereby given that a Work Session of the City Council of the City of El Paso will be conducted on April 22, 2024 at 9:05 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 regarding agenda items by calling the following number:

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

At the prompt please enter the corresponding Conference ID: 295-806-98#

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

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

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

Art Fierro

A quorum of City Council must participate in the meeting.

AGENDA

1. 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. [24-568](#)
All Districts
City Manager's Office, Mario M. D'Agostino, (915) 212-1069
2. Discussion and action on an Emergency Ordinance extending Ordinance No. 019604 due to a humanitarian, security, and economic crisis resulting from mass migration waves through El Paso. [24-569](#)
All Districts
City Manager's Office, Mario M. D'Agostino, (915) 212-1069
3. Discussion: The Veterans Affairs Advisory Committee will present their annual update focusing on Veteran issues in the areas of Employment, Homelessness and Mental Health. [24-512](#)
All Districts
City Manager's Office, Paul Albright, (915) 212-1447
4. Discussion and action to authorize the City Manager or designee to sign the documents related to the Department of Energy's (DOE) Energy Efficiency Conservation Block Grant, and any agreements or verifications required to submit an application for this grant. [24-559](#)
All Districts
Climate and Sustainability, Nicole Ferrini, (915) 212-2659
5. Discussion and action on 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 4780 and 4772, LLC, DBA Cotton Exchange ("Applicant") in support of an infill development project located at 4780 Doniphan Drive, El Paso, Texas 79922. The Agreement requires the Applicant to make a minimum investment of \$1,100,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$65,307 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate. The Agreement may be extended to 10 years with additional Real Property Tax Rebate in years 6-10 if 4780 and 4772, LLC, DBA Cotton Exchange meets the criteria outlined in Section 1(M) of the Agreement based on the percent of total tenants who are minority- owned business; women-owned business; or nonprofit organizations. [24-554](#)
District 8
Economic and International Development, David Torres, (915) 212-0094
Economic and International Development, Karina Bragalla, (915) 212-1570
6. Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") between the City of El Paso (the "City") and Pioneers 21 (the "Applicant"). The City will provide Applicant with grant payments for costs incurred in operating a [24-548](#)

business incubator in downtown El Paso that will support local entrepreneurship and innovation development and accelerate economic development efforts in the City. The total amount of grant payments paid to the Applicant shall not exceed \$1,200,000.00 over the term of the Agreement. The Applicant's eligibility for the grant payments shall be limited to four years. The City shall review the Applicant's eligibility for Grant Payments on a quarterly and annual basis.

All Districts

Economic and International Development, Mirella Craigo, (915) 212-1617
 Economic and International Development, Karina Bragalla, (915) 212-1570

- 7. Presentation of comparator analysis and budget impact for Parental Leave Program recommended by Women's Rights Commission. [24-508](#)

All Districts

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

- 8. Presentation and discussion by the Capital Improvement Department on the Capital Improvement Plan (CIP) Mid-Year update for active, programmed and completed capital projects for FY 2024. [24-538](#)

All Districts

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

EXECUTIVE SESSION

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

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

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

Discussion and action on the following:

- EX1. Albert Lopez and Lexby Lopez v. City of El Paso; Matter No. 17-1036-1318 (551.071) [24-600](#)

City Attorney's Office, Mayra Stanton, (915) 212-0033

EX2. Discussion relating to regulations of animal elective surgical procedures. [24-601](#)
(551.071)

City Attorney's Office, Carlos Armendariz, (915) 212-0033

EX3. Edmundo Calderon v. City of El Paso, 2023DCV4372 (551.071) [24-611](#)

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

EX4. Discussion on potential economic development opportunities in Northeast El Paso, Texas. HQ#23-1857 (551.072) (551.087) [24-608](#)

Economic and International Development, Karina Bragalla, (915) 212-0065

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

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

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-568, 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: April 22, 2024
PUBLIC HEARING DATE: April 22, 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 March 25, 2024 the Mayor and City Council of the City of El Paso (the "City") passed the extension of 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, 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 response to potential street releases and partly pursuant to Emergency Ordinance No. 019333, the El Paso City-County Office of Emergency Management (“OEM”) reallocated COVID-19 Operations staff to assist as migrant shelter surge staff and 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, in the Fall of 2022, at least partly pursuant to the authority contained in Emergency Ordinance No. 019333, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operations 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, from time to time during the migration waves, EPIA in recent past, has become saturated with migrants awaiting air travel and has needed to take measures to preserve

ORDINANCE NO. _____

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 four international ports of entry between Texas and Mexico; and

WHEREAS, at times during the pendency of Emergency Ordinance No. 019333, border officials have barricaded and closed down the Paso del Norte bridge due to a breach of public safety involving hundreds of migrants present on the bridge attributed to rumors about the relaxation of immigration restrictions circulated on social media sites, which has caused significant delays at the international ports-of-entry involving trade; and

WHEREAS, the encampment of large groups of migrants on City rights of way, parks and other City property at one point led to street closures and cessation of the streetcar service and reassignment of City staff required to ensure safety and sanitary conditions in that area; and

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local non-governmental organizations (“NGOs”) with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; 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, at that time and subsequent to that time, tens of thousands of migrants from Latin America and around the world 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 El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 482,095 land border encounters and over 174,000 community releases in the federal fiscal year 2023; and

WHEREAS, for federal fiscal year 2024, the Southwest had 1,151,448 migrant encounters and

WHEREAS, when the CBP Central Processing Center is over capacity and the NGO space is unavailable, that is when the potential for street releases arises; 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

ORDINANCE NO. _____

23-334-Fire Dept. | TRAN-515833

Emergency Ordinance – May 2024 Extension– Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 2 of 4

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

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

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

WHEREAS, this document reflects the authority of the City of El Paso's Office of Emergency Management in the handling of the local mass migration and is separate and apart from any authority possessed by any other jurisdiction on migrant issues.

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.

(Signatures Begin on Following Page)

PASSED AND ADOPTED, this ____ day of April, 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

4/8/2024

APPROVED AS TO CONTENT:



Mario M. D'Agostino, Deputy City Manager
Public Health & Safety

ORDINANCE NO. _____

23-334-Fire Dept. | TRAN-515833

Emergency Ordinance – May 2024 Extension– Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

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El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-569, 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 Ordinance No. 019604 due to a humanitarian, security, and economic crisis resulting from mass migration waves through El Paso.

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

AGENDA DATE: April 22, 2024
PUBLIC HEARING DATE: April 22, 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 Ordinance No. 019604 due to a humanitarian, security, and economic crisis resulting from mass migration waves 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 February 26, 2024, City Council did not unanimously vote to pass the Motion to extend Emergency Ordinance No. 019485 renewing the May 1, 2023 migrant crisis Disaster Declaration, which resulted in the automatic repeal of Emergency Ordinance No. 019485 and its related Disaster Declaration ending in accordance with City Charter Section 3.10.

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 ORDINANCE NO. 019604 DUE TO A
HUMANITARIAN, SECURITY, AND ECONOMIC CRISIS
RESULTING FROM MASS MIGRATION WAVES THROUGH EL PASO**

WHEREAS, on February 26, 2024, City Council did not unanimously vote to pass the Motion to extend Emergency Ordinance No. 019485 renewing the May 1, 2023 migrant crisis Disaster Declaration, which resulted in the automatic repeal of Emergency Ordinance No. 019485 and its related Disaster Declaration ending in accordance with City Charter Section 3.10; and

WHEREAS, in order to address the fact that the conditions prompting issuance of the May 1, 2023 migrant crisis Disaster Declaration persisted, on February 29, 2024, March 7, 2024, March 14, 2024, and March 22, 2024, the Mayor declared a disaster under the authority of §418.108(a) of the Texas Government Code due to the conditions described below; and

WHEREAS, said conditions continue to persist; and

WHEREAS, for federal fiscal year 2024, Southwest migrant encounters are at 1,151,448; and

WHEREAS, the El Paso sector of Customs and Border Patrol (“CBP”) had 482,095 land border encounters and over 174,000 community releases in federal fiscal year 2023; and

WHEREAS, since 2018 periodic waves of mass migration have arrived to the City acutely overstressing and exceeding the limits of our shelter and transportation networks for weeks or months; and

WHEREAS, upon the migrants’ arrival into the United States, they are held by CBP which processes, sets for hearing and then releases migrants to non-governmental organizations (“NGOs”), the City and County with little to no resources; and

WHEREAS, state and federal infrastructure and support is critical to support efforts led by the City of El Paso Office of Emergency Management (“OEM”) to effectively and safely care for mass groups of migrants entering the City; and

WHEREAS, in September 2023, the City purchased the former Morehead Middle School campus to serve as its Community Readiness Center (“CRC”) to shelter migrants on a short-term basis; and

WHEREAS, OEM has opened the CRC when the migrant numbers exceeded the local NGO

ORDINANCE NO. _____

HQ: #24-2330-Fire | TRAN-515836 | Emergency Ordinance extending Disaster Declaration - February 2024
Migrant Crisis - May 2024 extension | April 2024 | JF/CLA/EG

shelter capacity with over 8,700 migrants sheltered in city facilities in 2023; and

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

WHEREAS, there are significant public safety and security concerns related to the waves of migration, including but not limited to the risk of 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, 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 criminal elements that would take advantage of vulnerable migrants; and

WHEREAS, the El Paso International Airport has at times, during the waves of mass migration, become saturated with migrants awaiting air travel and shelter, and the City of El Paso has at times taken 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 four of the international ports-of-entry on the U.S.-Mexico border; and

WHEREAS, based on mass migration events in the 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 on multiple occasions; 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, this document continues the activation of the City's Emergency Management Plans, and therefore reflects the authority of the City of El Paso's OEM in the handling of the local mass migration response and is separate and apart from any authority possessed by any other jurisdiction, including other local, state, or federal agencies.

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.

ORDINANCE NO. _____

HQ: #24-2330-Fire | TRAN-515836 | Emergency Ordinance extending Disaster Declaration - February 2024 Migrant Crisis - May 2024 extension | April 2024 | JF/CLA/EG

2. That the state of disaster proclaimed for the City of El Paso by the Mayor on March 22, 2024 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.

PASSED AND ADOPTED this ____ day of April, 2024.

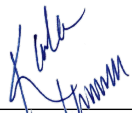
THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:


4/8/2024

Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



Mario M. D'Agostino
Deputy City Manager
Public Health & Safety

ORDINANCE NO. _____

HQ: #24-2330-Fire | TRAN-515836 | Emergency Ordinance extending Disaster Declaration - February 2024
Migrant Crisis - May 2024 extension | April 2024 | JF/CLA/EG



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-512, 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, Paul Albright, (915) 212-1447

AGENDA LANGUAGE:

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

Discussion: The Veterans Affairs Advisory Committee will present their annual update focusing on Veteran issues in the areas of Employment, Homelessness and Mental Health.

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

DEPARTMENT: City Manager's Office/ Veteran and Military Affairs

AGENDA DATE: April 22, 2024

CONTACT PERSON NAME AND PHONE NUMBER: Dionne Mack Deputy City Manager, 212-1064, MackDM@elpasotexas.gov. Paul Albright, 212-1447, albrightPD@elpasotexas.gov.

DISTRICT(S) AFFECTED: Citywide

CITY STRATEGIC GOAL: #8 Nature and Promote a Healthy, Sustainable Community

SUBJECT: Discussion with the Veterans Affairs Advisory Committee

BACKGROUND / DISCUSSION: The Veterans Affairs Advisory Committee will present their annual update to Council. The VAAC focuses on Veteran issues in the areas of Employment, Homelessness and Marketing.

PRIOR COUNCIL ACTION: On June 8th 2020 and March 1st 2021, City Council directed City Staff to support the VAAC by implementing the following actions:

1. To add a Veteran Employment Preference Program that will focus on a Veteran interview rate of 20%. - Completed
2. To align specific City job descriptions with Military Occupational Specialty Codes. - Completed
3. To add verbiage to City job descriptions allowing for minimum qualifications standards over mandatory for specified job descriptions. - Completed
4. Achieve a 15% Veteran City Employee Workforce by 2025. -On pace.
5. August 2020 Council voted unanimously to fund the Veterans PSH program - Funded

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION: On March 27, 2023, The VAAC presented their Semi Annual Update to Council and commended staff on implementing actions to support the Veteran and Military Community. The VAAC presented their 5 – year strategic plan on October 25, 2021.

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

DEPARTMENT HEAD:

Paul Albright

Paul Albright – Chief Military Officer



File #: 24-559, 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.
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All Districts

Climate and Sustainability, Nicole Ferrini, (915) 212-2659

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 or designee to sign the documents related to the Department of Energy's (DOE) Energy Efficiency Conservation Block Grant, and any agreements or verifications required to submit an application for this grant.

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

AGENDA DATE: April 23rd, 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: Energy Efficiency Conservation Block Grant (EECBG)

BACKGROUND / DISCUSSION:

Action item to authorize the City Manager or his designee to sign the documents related to the Department of Energy (DOE) Energy Efficiency Conservation Block Grant (EECBG), and any agreements or verifications required to apply for this grant on April 30th 2024.

The presentation will provide comprehensive information on the progress of developing the proposal to implement a solar photovoltaic incentive program for small businesses and non-profit organizations in El Paso. Additionally, the presentation will highlight the role of the project in advancing sustainability efforts and enhancing our community's capacity to address electricity costs.

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, the Department of Energy (“DOE”) is currently accepting applications for Energy Efficiency Conservation Block Grant (“EECBG grant”); and

WHEREAS, the City of El Paso, Texas ("City") was allocated \$595,490.00 to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency and wishes to submit an application for the EECBG grant; and

WHEREAS, the funds received under the EECBG grant will be used for the implementation of a Solar Photovoltaic Incentive Program for small businesses and non-profit (the “Program”), within the City of El Paso jurisdiction; and

WHEREAS, the Program will help reduce electricity costs for local businesses and non-profit organizations, which is intended to reduce Greenhouse Gas (GHG) Emissions while supporting economic and social development, and therefore supports a high quality of life for the El Paso community.

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

THAT, the City Manager or his designee is authorized to sign the documents related to the Department of Energy - Energy Efficiency Conservation Block Grant, and any agreements or verifications required to submit an application for this grant.

(Signature Page to Follow)

APPROVED this ___ day of _____, 2024

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Alderete-Ferrini
Climate and Sustainability Officer



Legislation Text

File #: 24-554, 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, David Torres, (915) 212-0094
Economic and International Development, Karina Brasgalla, (915) 212-1570

AGENDA LANGUAGE:

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

Discussion and action on 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 4780 and 4772, LLC, DBA Cotton Exchange ("Applicant") in support of an infill development project located at 4780 Doniphan Drive, El Paso, Texas 79922. The Agreement requires the Applicant to make a minimum investment of \$1,100,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$65,307 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate. The Agreement may be extended to 10 years with additional Real Property Tax Rebate in years 6-10 if 4780 and 4772, LLC, DBA Cotton Exchange meets the criteria outlined in Section 1(M) of the Agreement based on the percent of total tenants who are minority- owned business; women-owned business; or nonprofit organizations.



Economic & International Development

MAYOR
Oscar Leeser

To: Mayor and City Council
From: David Torres, Redevelopment Manager
Economic and International Development

CITY COUNCIL

District 1
Brian Kennedy

Date: April 8, 2024

District 2
Dr. Josh Acevedo

Re: Chapter 380 Economic Development Program Agreement at 4780 Doniphan Drive, El Paso, TX 79922

District 3
Cassandra Hernandez

On April 23, 2024 City Council will be asked to consider a Chapter 380 Economic Development Program Agreement for a project located at 4780 Doniphan Drive, El Paso, TX 79922

District 4
Joe Molinar

4780 and 4772 DONIPHAN, LLC applied and qualified for a 5-year Infill redevelopment incentive grant. The Applicant is proposing to invest a minimum of \$1,100,000 to construct development that will include mixed-use area which will help to transform vacant, deteriorating properties into vibrant, attractive upscale offices, restaurants and retail shops located in El Paso’s westside. 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 be eligible to receive the following incentive:

District 5
Isabel Salcido

- Real Property Tax Rebate (City’s Portion): The City’s portion of ad valorem incremental property taxes. 5-year grant period. Capped at \$45,393
 - The Agreement may be extended to 10 years with additional Real Property Tax Rebate in years 6-10 if 4780 and 4772 DONIPHAN, LLC meets the criteria outlined in Section 1(M) of the Agreement based on the percent of total tenants who are minority- owned business; women-owned business; or nonprofit organizations
- 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 \$9,914
- 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 \$10,000.00

District 6
Art Fierro

District 7
Henry Rivera

District 8
Chris Canales

The total proposed incentive is not to exceed \$65,307.

**INTERIM CITY
MANAGER**
Cary Westin

The proposed agreement complies with the adopted Chapter 380 Economic Development Program Incentives Policy.



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

AGENDA DATE: April 23, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: David Torres, 915-212-0094
Karina Brasgalla, 915-212-1570

DISTRICT(S) AFFECTED: 8

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:

Discussion and action on 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 **4780 and 4772 DONIPHAN, LLC** ("Applicant") in support of an infill development project located at 4780 Doniphan Drive, El Paso, Texas 79922. The Agreement requires the Applicant to make a minimum investment of \$1,100,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$65,307 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate. The Agreement may be extended to 10 years with additional Real Property Tax Rebate in years 6-10 if 4780 and 4772 DONIPHAN, LLC meets the criteria outlined in Section 1(M) of the Agreement based on the percent of total tenants who are minority- owned business; women-owned business; or nonprofit organizations.

BACKGROUND / DISCUSSION:

4780 and 4772 DONIPHAN, LLC applied and qualified for a 5-year Infill redevelopment incentive grant. The Applicant is proposing to invest a minimum of \$1,100,000 to construct development that will include mixed-use area which will help to transform vacant, deteriorating properties into vibrant, attractive upscale offices, restaurants and retail shops located in El Paso's westside. 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 be eligible to receive the following incentive:

- Real Property Tax Rebate (City's Portion): The City's portion of ad valorem incremental property taxes. 5-year grant period. Capped at \$45,393
 - The Agreement may be extended to 10 years with additional Real Property Tax Rebate in years 6-10 if 4780 and 4772 DONIPHAN, LLC meets the criteria outlined in Section 1(M) of the Agreement based on the percent of total tenants who are minority- owned business; women-owned business; or nonprofit organizations
- 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 \$9,914
- 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 \$10,000.00

The total proposed incentive is not to exceed \$65,307.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

General Fund

Revised 04/09/2021

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 **4780 AND 4772 DONIPHAN, LLC DBA THE COTTON EXCHANGE DEVELOPMENT, LLC** (“Applicant”) in support of an infill development project located at 4780 Doniphan Drive, El Paso, Texas 79922. The Agreement requires the Applicant to make a minimum investment of \$1,100,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$65,307 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate. The Agreement may be extended to 10 years with additional Real Property Tax Rebate in years 6-10 if the Applicant meets the criteria outlined in Section 1(M) of the Agreement based on the percent of total tenants who are minority- owned business; women- owned business; or nonprofit organizations.

APPROVED THIS _____ **DAY OF** _____ **2024.**

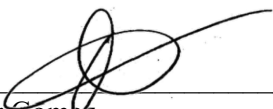
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic & International Development

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

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 **4780 and 4772 DONIPHAN, LLC, DBA THE COTTON EXCHANGE** (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 30, 2017 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 the Policy criteria; and

WHEREAS, the Applicant’s real property, located at **4780 Doniphan Drive, El Paso, Texas 79922**, is within the Infill Policy’s designated incentive area and the Applicant’s proposed development meets the Infill 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 or renovation 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 **\$415,880**.
- 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 **\$9,914**.
- 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 Development and payable from the City's general revenue fund. The Building Construction Fee Rebate shall not exceed **\$10,000** 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 Development is greater than the Base Year Value.
- F. *Effective Date* means the date the El Paso City Council approves the Agreement.
- G. *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 **\$65,307**.
- 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 the term of the grant period. For the purposes of this Agreement, the Minimum Appraisal Value is **\$1,000,000**. The Minimum Appraisal Value shall be met upon commencement of the grant period. 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 **\$1,100,000**.

- K. *Minority-Owned Business (MBE)* means that a business is at least 51% owned, operated, and managed by one or more of the person or persons of the minority group and/or gender being measured. Minority groups include but are not limited to:
- a. African-American Owned Businesses
 - b. Hispanic-American Owned Businesses
 - c. Asian-American or Pacific Islander Owned Businesses
 - d. Women-Owned Businesses
 - e. Veteran-Owned Businesses
 - f. Native American Owned Businesses
 - g. Other Minority-Owned Businesses
- L. *Nonprofit Organizations (NPO)* means an institution or organization that qualifies for tax-exempt status under 26 U.S.C. §501(c)(3) by the Internal Revenue Service because the organization's mission and purpose are to further a social cause and provide a public benefit. Nonprofit organizations include: hospitals, universities, national charities, and foundations.
- M. *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 5-Year Real Property Tax Rebate amount shall not exceed **\$45,393**. The Agreement may be extended to 10 years with additional Real Property Tax Rebate in years 6-10 if Applicant meets or exceeds the following requirements: (i) if by the end of Year 5, 60% or more of the total tenants at the Development are registered as minority- owned businesses; or women- owned businesses; or nonprofit organizations, then Applicant shall receive a 50% rebate of the City's portion of the incremental ad valorem property tax revenue for the applicable year in years 6-10; or (ii) 80% or more of the total tenants at the Development are registered as minority- owned businesses; women- owned businesses; or nonprofit organizations, then Applicant shall receive a 75% rebate of the City's portion of the incremental ad valorem property tax revenue for the applicable year in years 6-10. To qualify for the additional incentive in years 6-10, Applicant shall provide an annual report to Economic Development Department's Compliance section which provides verification that the Applicant has either met or exceeded the 60% or 80% ratio of total tenants at the Development are registered as minority-owned businesses; women- owned businesses; or nonprofit organizations. If in the applicable year in years 6-10 Applicant does not fulfill the stipulated requirements set for an additional Real Property Tax Rebate, then no additional rebate of the City's portion of the incremental ad valorem property tax revenue shall be paid out.
- N. *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.

- O. *Real Property* means the real property owned by the Applicant located at **4780 Doniphan Drive, El Paso, Texas 79922**, and described on Exhibit A, which is attached and incorporated by reference. The Real Property is the location for the Applicant’s proposed Development.
- P. *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.
- Q. *Woman-Owned Business (WOBE)* means (i) that at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women; and (ii) whose management and daily business operations are controlled by one or more women.

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 Grant is paid; (ii) **13** 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”) unless Applicant achieves the milestones outlined in Section M Property Tax Rebate. 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 shall renovate or construct, at its sole cost and expense, the Development, and shall expend a minimum of **\$1,100,000** in Qualified Expenditures to construct the Development.
- (2) The Applicant shall obtain all building permits for the Development within **12 months** from the Effective Date of this Agreement.
- (3) 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 **\$1,100,000** in Qualified Expenditures; and

(b) That the Applicant has received a **Certificate of Occupancy** for the Development.

(4) 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 the El Paso City Council.

(5) 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.

(6) 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.

(7) The Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.

(8) 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.

(9) The Applicant agrees that during the Term of the Grant Period 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 **\$1,100,000** 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 **\$1,100,000** during the Term of the Grant Period. 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.

(10) 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.

(11) 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 **May 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 May** 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 **May 1, 2026**, or within 30 business days after **May 1, 2026**. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on **1st day of May** or within 30 business days after **1st day of May** 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 **\$9,914** in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Building Construction Fee Rebate not to exceed **\$10,000** in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Real Property Tax Rebate not to exceed **\$45,393** 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; 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 shall 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.

The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 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 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 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 their agent); (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 their 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 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

To the Applicant: 4780 and 4772 DONIPHAN, LLC
 DBA THE COTTON EXCHANGE
 Attn: Will Harvey
 Address: 4798 Doniphan Dr.
 El Paso, TX 79922

- 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]

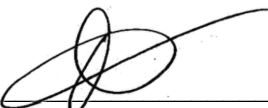
IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2024.

CITY OF EL PASO:

Cary Westin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Oscar Gomez
Assistant City Attorney



Karina Brasgalla – Interim Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

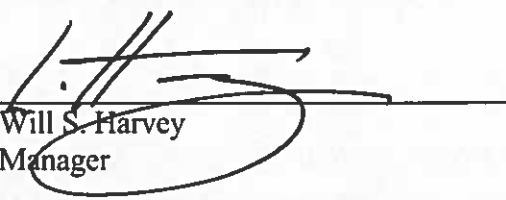
This instrument was acknowledged before me on the _____ day of _____, 2024, by Cary Westin as Interim City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

[Signatures continue on the following page]

APPLICANT:
4780 and 4772 DONIPHAN, LLC

By: 
Will S. Harvey
Manager

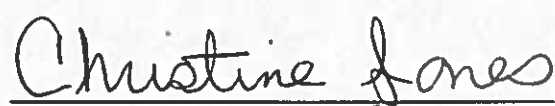
ACKNOWLEDGMENT

STATE OF

§
§
§

COUNTY OF

This instrument was acknowledged before me on the 12th day of April, 2024,
by **Will S. Harvey** as the **Manager** for **4780 and 4772 DONIPHAN, LLC DBA THE
COTTON EXCHANGE.**


Notary Public, State of Texas

My Commission Expires:

March 13, 2028

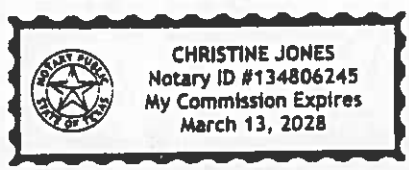


EXHIBIT A

Legal Description of the Real Property

BLOCK 1 COTTON EXCHANGE LOT 1

EXHIBIT B

Description of Development

4780 and 4772 DONIPHAN, LLC will develop the property located at 4780 Doniphan Drive, in El Paso, Texas. The company will invest a minimum of \$1,100,000 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:

- Mixed-Used project which will help to transform vacant, deteriorating properties into vibrant, attractive,
 - Upscale offices
 - Restaurants
 - Retail shops

- UPDATE units

- Approximately UPDATE square feet of mixed-used office, restaurants, and retail shops 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 12 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 **\$1,800,000** 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 | 60% M/WO/NPO | 80% M/WO/NPO |
|----------------|--------------------------|---------------------|---------------------|
| Year 1 | 100% | | |
| Year 2 | 100% | | |
| Year 3 | 100% | | |
| Year 4 | 100% | | |
| Year 5 | 100% | | |
| Year 6 | | 50% | 75% |
| Year 7 | | 50% | 75% |
| Year 8 | | 50% | 75% |
| Year 9 | | 50% | 75% |
| Year 10 | | 50% | 75% |



Legislation Text

File #: 24-548, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Economic and International Development, Mirella Craigo, (915) 212-1617
Economic and International Development, Karina Brasgalla, (915) 212-1570

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") between the City of El Paso (the "City") and Pioneers 21 (the "Applicant"). The City will provide Applicant with grant payments for costs incurred in operating a business incubator in downtown El Paso that will support local entrepreneurship and innovation development and accelerate economic development efforts in the City. The total amount of grant payments paid to the Applicant shall not exceed \$1,200,000.00 over the term of the Agreement. The Applicant's eligibility for the grant payments shall be limited to four years. The City shall review the Applicant's eligibility for Grant Payments on a quarterly and annual basis.

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

AGENDA DATE: April 23, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craigo, Assistant Director 915-212-1617
Karina Brasgalla, Interim Director 915-212-1570

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 1. Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: 1.7 Identify and develop plans for areas of reinvestment and local partnership

SUBJECT:

Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") between the City of El Paso (the "City") and Pioneers 21 (the "Applicant"). The City will provide Applicant with grant payments for costs incurred in operating a business incubator in downtown El Paso that will support local entrepreneurship and innovation development and accelerate economic development efforts in the City. The total amount of grant payments paid to the Applicant shall not exceed \$1,200,000.00 over the term of the Agreement. The Applicant's eligibility for the grant payments shall be limited to four years. The City shall review the Applicant's eligibility for Grant Payments on a quarterly and annual basis.

BACKGROUND / DISCUSSION:

Pioneers 21, previously known as the Hub of Human Innovation, is a non-profit organization and business incubator based in Downtown El Paso that nurtures the development of startup and early stage companies. The purpose of the recommended four-year Chapter 380 Agreement is to provide Pioneers 21 with capitalization funds for actual and reasonable costs incurred in operating a business incubator designed to support local entrepreneurship, innovation development, and accelerate economic development efforts in El Paso.

Through the utilization of the funds, Pioneers 21 will continue to offer a comprehensive suite of programs aimed at empowering local entrepreneurs and small business owners. From the MIT Venture Mentoring Service to specialized workshops like the Innovation + AI certification program and Digital Marketing workshops, Pioneers 21 is poised to equip startups with the knowledge, resources and connections necessary for success in a competitive marketplace. By focusing on mentorship, training and access to capital, this initiative not only accelerates the growth of individual ventures but also contributes to the broader economic development of Downtown El Paso.

Partner organizations were provided Contribution and Disclosure Forms in accordance with Ordinance No. 019581.

PRIOR COUNCIL ACTION:

On March 29, 2022 City Council adopted a two-year Chapter 380 Agreement with Pioneers 21 in the amount not to exceed \$500,000 annually.

AMOUNT AND SOURCE OF FUNDING:

This four-year agreement will be funded in the amount not to exceed \$1,200,000 from the Impact Fund.

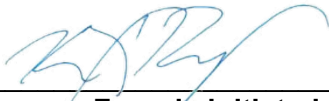
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

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”) between the City of El Paso (the “City”) and Pioneers 21 (the “Applicant”). The City will provide Applicant with grant payments for costs incurred in operating a business incubator in downtown El Paso that will support local entrepreneurship and innovation development and accelerate economic development efforts in the City. The total amount of grant payments paid to the Applicant shall not exceed \$1,200,000.00 over the term of the Agreement. The Applicant’s eligibility for the grant payments shall be limited to four years. The City shall review the Applicant’s eligibility for Grant Payments on a quarterly and annual basis.

APPROVED this _____ day of _____, 2024.

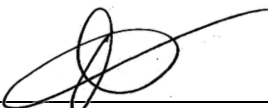
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic & International Development

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

This Chapter 380 Economic Development Program Agreement (“Agreement”) is made and entered into by and between the **CITY OF EL PASO, TEXAS** (“City”), a Texas home-rule municipal corporation, and **PIONEERS 21, INC.**, (“Applicant”), a 501(c)(3) tax-exempt, non-profit corporation authorized to do business in Texas, for the purposes and considerations stated below:

WHEREAS, the Applicant desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”) and the Texas Constitution Article III, Section 52-a; and

WHEREAS, on June 14, 2011, the City adopted a Chapter 380 economic development program by creating the City of El Paso Economic Development Incentive Policy Impact Fund (“Impact Fund”) for the purpose of achieving economic growth, expanding and diversifying the tax base and creating new quality jobs within the City of El Paso; and

WHEREAS, the City desires to provide pursuant to Chapter 380, an incentive to Applicant to expand Applicant's Business Incubator services within the City of El Paso; and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the City; and

WHEREAS, the City and Applicant desire that Applicant’s Business Incubator be located in and serve the City of El Paso; and

WHEREAS, the Applicant’s Business Incubator services being located in El Paso, Texas will likely encourage increased economic development in the City, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the citizens of El Paso; and

WHEREAS, the City has concluded and hereby finds that this Agreement embodies an eligible program and promotes economic development in the City of El Paso; meets the requisites under Chapter 380 of the Texas Local Government Code; and is in the best interests of the City and Applicant.

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

SECTION 1. DEFINITIONS.

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

- A. **Agreement.** The word Agreement means this Chapter 380 Economic Development Program Agreement, together with all attached exhibits.
- B. **Annual Report.** The words Annual Report mean a yearly account provided to the El Paso City Council that includes descriptions reporting on the outcome metric items more fully described in **EXHIBIT D**, which is attached hereto and incorporated herein for all purposes.
- C. **Applicant.** The word Applicant means Pioneers 21, Inc., a 501(c)(3) non-profit corporation authorized to do business in Texas.
- D. **City.** The word City means the City of El Paso, Texas.
- E. **Client Company.** The words Client Company mean: (i) an entity which has contracted with the Applicant to receive business incubation services, which are consistent with the operation of the Project or (ii) an entity which has its operation in the El Paso region, is a viable business concern, and has received services from Applicant during the term of this Agreement
- F. **Project.** The word Project means Applicant's Business Incubator services being located in El Paso, Texas as more fully described on **EXHIBIT A**, which is attached hereto and incorporated herein for all purposes.
- G. **Effective Date.** The date upon which both parties have fully executed this Agreement as set forth on the signature pages hereof.
- H. **Event of Default.** This phrase shall have the meaning set forth in Section 5 hereof.
- I. **Event of Non-appropriation.** The phrase means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.
- J. **Full-Time Employment.** The words Full-Time Employment mean an employment position requiring a minimum of 1820 hours of work averaged over a 12 month period, including allowance for vacation and sick leave, with full company benefits, including company paid contributions to health insurance, for those employees that participate in the health insurance program. Principal place of employment or location of services rendered shall be within the geographic limits of the City of El Paso, Texas.
- K. **Graduate Company.** The words Graduate Company mean a company that had previously been identified as a Client Company and has begun operations as a viable business concern.

- L. **Grant.** The word Grant means a payment on an annual basis to Applicant under the terms of this Agreement and payable from the City’s Impact Fund. Under no circumstances shall the aggregated, annual Grant payment exceed \$300,000 per year. The maximum payment amounts shall not exceed \$1,200,000 during the four-year term of this Agreement.
- M. **Grant Submittal Package.** The words Grant Submittal Package mean the documentation required to be supplied to City on a yearly basis as a condition of receipt of the Grant, with the documentation more fully described in **EXHIBIT E**, which is attached hereto and incorporated herein for all purposes.
- N. **New Client Company.** The words New Client Company mean: (i) an entity which has contracted with the Applicant to receive business incubation services, which are consistent with the operation of the Project and (ii) an entity which can be a startup or has its operation in the El Paso region; is a viable business concern; and has received services from Applicant during the term of this Agreement.
- O. **Project.** The word Project means the project described in **EXHIBIT A**.
- P. **Property.** The word Property means the location of Applicant’s operations, place of business, and address for Notice purposes located at 500 W. Overland Avenue Suite 230, 79901, in El Paso, Texas, as described in **EXHIBIT A**.

SECTION 2. TERM AND GRANT PERIOD.

The Term of this Agreement shall commence on the Effective Date and shall terminate on the first to occur: (i) Four years from the Effective Date, plus the additional time thereafter as may be necessary to process the final Grant payment or (ii) the proper termination of this Agreement in accordance with the applicable provisions contained herein, or (iii) termination by mutual consent of the parties in writing.

The Grant Period shall begin when the Applicant submits their initial Grant Submittal Package to the City.

SECTION 3. AGREEMENT PURPOSE.

The purpose of the Grant is to provide Applicant with capitalization funds for actual and reasonable costs incurred in operating a business incubator in downtown El Paso, which shall support local entrepreneurship and innovation development and accelerate economic development efforts in El Paso, including, but not limited to, accelerating the creation of firms operating in the El Paso region, as described in Exhibit A. Applicant’s services and activities are anticipated to promote local economic development and stimulate business and commercial activity in the City of El Paso.

The Applicant's eligibility for Grant payments shall be limited to Four years (the "Grant Period") within the term of this Agreement. The City shall review Applicant's eligibility for Grant Payments on a monthly basis in accordance with **EXHIBITS C and E** and on an annual basis in accordance with **EXHIBIT D**, during the Grant Period.

SECTION 4. OBLIGATIONS OF APPLICANT.

During the term of this Agreement, Applicant shall comply with the following terms and conditions:

- A. **Project Requirements.** Applicant agrees to maintain and operate the business incubator at its sole cost and expense, located at 500 W. Overland Avenue, El Paso, Texas 79901 and specifically, to perform the following obligations with respect to operation of the business incubator:
 1. Applicant will provide high-quality business incubation services on behalf of each Client Company and each Graduate Company, as applicable, to include, as appropriate:
 - a. Infrastructure services (e.g., use of facilities, furniture, high-speed internet access, mail delivery, conference rooms, telephone service, shared services, and other facility-related benefits);
 - b. Access to operational support services (e.g., in-kind professional support, accounting/financial management, human resources, and legal); and
 - c. Access to strategic support services (e.g., strategic partner networks, entrepreneurial education and training, access to investor financing and capitalization, product development, commercialization, and marketing, intellectual property strategy, business strategy and planning, links to higher education, specific-sector expertise, and linkages to mentors, advisory teams, and potential board of directors' candidates).
 2. During the term of this Agreement, Applicant will establish contractual obligations in its service contracts with each Client Company for the provision of data and information necessary for Applicant to complete the documentation required for each, annual Grant Submittal Package and the Annual Report.
 3. Applicant will develop a workable selection process for each Client Company, which is well-communicated and appropriate to the mission and the context of the business incubator and correlated to specific product and business criteria for each prospective Client Company.
 4. Applicant agrees to use its best good faith efforts to obtain funding from other non-governmental funding sources as those funding opportunities become available. Applicant is also required to submit a Strategic Plan (**EXHIBIT F**) for 2024-2028.

- Upon the one-year anniversary of this executed agreement an updated Strategic Plan will be submitted by Grantee to address economic changes in the market, programming schedules and any and all other changes the Grantee plans to amend.
5. Applicant agrees to seek out opportunities for collaboration and partnership with entities involved entrepreneurial activity in El Paso, Texas, including, but not exclusively, with. to assist businesses secure access to capital.
 - B. Applicant expressly agrees that the transfer of dollar amounts among existing allowable categories described in **EXHIBIT B** (the “Project Budget”), shall not change the scope or objective of the Project funded under this Agreement.
 - C. Applicant expressly agrees to submit a written request for the revision of the Project Budget, which must contain a complete explanation and justification of changes made, and is subject to the approval of the City Manager, Director of Economic and International Development, or other of City Manager’s designee. The revised Project Budget will substitute the original Project Budget (or any prior revised Project Budget) upon the City Manager Director of Economic and International Development, or other of City Manager's designee's approval and acceptance thereof, without the need for a written amendment to this Agreement.
 - D. Applicant agrees that it shall create, staff, and maintain all positions described in **EXHIBIT B** for the Project as of December 31 of the applicable year, and shall maintain the Full- Time Employment positions staffed through the entire Grant Period of this Agreement. In order for Applicant to be eligible to receive grant payments, the individual positions in Exhibit B must each meet or exceed the Full-Time Employment definition as shown above in Section 1. J.
 - E. Applicant, during normal business hours, at its principal place of business in El Paso, and with one weeks written notice shall allow the City or its agents reasonable access to Applicant's employment records and books, and other records that are related to Applicant's compliance with this Agreement. City and Applicant must mutually agree to employment records and books to be accessed prior to allowing the City or its agents access to Applicant data. If the City is unable to verify Full-Time Employment the Applicant agrees to waive their Grant Payment for that year. In order to protect these records, the City will maintain the confidentiality of the records in accordance with and subject to commercially reasonable practices and all applicable laws to the extent allowed by the Texas Public Information Act.
 - F. Each month, starting immediately after the Effective Date of this Agreement, Applicant will complete and submit a Grant Submittal Package in the form attached here to as **EXHIBIT E**, together with the requisite verifiable documentation, in order to request disbursement of Grant funds on a reimbursement basis for the costs of services provided pursuant to this Agreement during the prior month. Applicant shall submit to the City their initial Grant Submittal Package to commence the Grant Period within 30 business days of the Effective Date. The Grant Submittal Package cannot be submitted earlier than

April 29, 2024. 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 month. The City's determination of the amount of the Grant payment due to Applicant is final. Nothing herein shall limit (or be construed to limit) Applicant's rights and remedies under this Agreement.

- G. On an annual basis, Applicant will produce and present an Annual Report to the El Paso City Council to include descriptions reporting on the outcome metric items more fully described in **EXHIBIT D**. In accordance with Attachment D-1 to Exhibit D, the Applicant must provide the Benchmarking Survey results within 60 days of administering the survey to all Client Companies before and after participating in Applicant's programming. The City reserves the right to audit the raw data results upon request. Failure of the Applicant to produce and present the Annual Report shall result in a stop on future disbursements of Grant funds.
- H. Applicant shall pay by January 31 of each year all of the real and business personal ad valorem taxes due for the previous tax year on the Project. The Applicant shall pay by January 31 of each year all of the real and business personal ad valorem taxes due for the previous tax year on any other property owned by the Applicant with the City of El Paso.

SECTION 5. OBLIGATIONS OF CITY.

During the term of this Agreement and so long as an event of default has not occurred and is not continuing as set forth herein (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), the City shall comply with the following terms and conditions:

- A. On an annual basis, the City shall evaluate Applicant's performance based on the Performance Metrics described in **EXHIBIT C** and shall score each metric as either Favorable (meaning Applicant has met or exceeded the Performance Metric) or Unsatisfactory (meaning Applicant has failed to meet the Performance Metric by 25% or more). If Applicant fails to meet the above Favorable scoring threshold in any category for the reporting period, the Monthly Grant payment shall be withheld.

For scoring purposes, the Performance Metrics described in **EXHIBIT C** shall be divided by 12 and rounded to the nearest whole number to reflect the monthly metric goals. Monthly Grant payments shall not be withheld if Applicant fails to meet the monthly metric goals described in **EXHIBIT C** in any specific category where the Applicant has already exceeded the total annual metric requirement, noted as the "Annual Metric Target" in **EXHIBIT C**. If the Applicant fails to meet or exceeded the Annual Metric target for each category described in **EXHIBIT C** by the end of the Grant year, all future Grant payments shall be withheld.

The City agrees to approve or reject any Grant Submittal Package within 90 days after its receipt. The City agrees to process any Grant Payments to Applicant within 90 days after its approval of the Applicant's Grant Submittal Package. The City shall determine the

total amount of Grant payments due to the Applicant, if any, on an annual basis as provided in **EXHIBITS B and C**. The maximum, annual grant payments shall not exceed \$250,000 per year. Under no circumstances shall the total, aggregated payments disbursed by the City exceed \$1,200,000 over the four-year period this agreement is in effect.

- B. **Grant Match.** Applicant is eligible to receive an additional \$50,000 per year provided that the Applicant meets all other conditions, metrics and requirements enumerated in this Agreement and its Exhibits in addition to the following conditions:

1. Applicant provides written documentation that Applicant has secured external funding in the amount of \$50,000 during each year of this Agreement. Applicant must be permitted to receive matching funds from a donor who donated in the year prior to the date of this Grant Agreement. Matching funds can also be obtained from other grants, government agencies, State, Federal, universities and other new sources of new revenue or funding. Pledges, loans or other unactualized funding or promises of same shall not be included nor eligible for consideration under the provisions of this section. The City's grant match amount of up to \$50,000 will have a restricted use on 20% of the grant funds raised. At least 20% of the grant match funds will be used to assist Applicant's Graduate Companies with business operating expenses. For illustrative purposes, if the Applicant raises \$50,000 and receives the \$50,000 grant match from the City; then \$10,000 of the amount received from the City will be reserved for use to assist Applicant's Graduate Companies with business operating expenses. The grant match funds can be distributed among one or more businesses. The remaining grant match funds are limited for use by Applicant for only the following uses: Applicant's operating expenses, retained earnings, or used to hire additional personnel on either a Full-Time or Part-Time basis.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- A. **Failure to Operate and Maintain Project and Job Requirements.** Applicant's failure or refusal to operate the Project and maintain Full-Time Employment requirements pursuant to this Agreement through the Grant Period, and Applicant's failure or refusal to cure within 90 days after written notice from the City describing the failure, shall be deemed an event of default.
- B. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within 30 days after written notice from the City shall be deemed an event of default. If the violation cannot be cured within the 30 day period in the exercise of all due diligence, but the Applicant commences the cure within the 30 day period and continuously thereafter diligently prosecutes the cure of the

violation, the actions or omissions shall not be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation, or statement has become materially false or misleading after the time that it was made and Applicant fails to provide written notice to the City of the false or misleading nature of the warranty, representation, or statement within thirty 30 days after Applicant learns of its false or misleading nature, the action or omission shall be deemed an event of default.

- C. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern; Applicant's insolvency; appointment of receiver for any part of Applicant's portion of the Property; any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if the proceedings are discharged within 60 days after filing, no event of default shall be deemed to have occurred.
- D. **Property Taxes.** In the event Applicant allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of the taxes and to cure the failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District, the actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Project.
- E. **Other Defaults.** Failure of Applicant or City to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement or in any related documents, and Applicant's or City's failure to cure the failure within 60 days after written notice from the other party describing the failure, shall be deemed an event of default. If the failure cannot be cured within the 60 day period in the exercise of all due diligence, and Applicant or City commences the cure within the 60 day period and continuously thereafter diligently prosecute the cure of the failure, the act or omission shall not be deemed an event of default.
- F. **Failure to Cure.** If any event of default by Applicant or City shall occur, and after Applicant or City fails to cure same in accordance herewith, then this Agreement may be terminated without any further action required of the Applicant or City and the Applicant's or City's obligations end at that time. If a default has not been cured within the time stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

- G. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder.

This limitation will apply regardless of whether or not the other party has been advised of the possibility of the damages.

SECTION 7. RECAPTURE OF GRANT PAYMENTS.

Should the Applicant default under Section 4 of this Agreement or any other terms of this Agreement, and provided that the cure period for the default has expired and Applicant failed to timely cure the default, 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 the termination.

SECTION 8. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.

The City may terminate this Agreement for its convenience and without the requirement of an event of default by Applicant which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement void or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- D. **Applicant's Sale or Transfer of the Project.** 30 days prior to any sale or other transfer of ownership rights in the Project, Applicant shall notify the City in writing of the sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of the sale or transfer within the applicable period shall constitute an event of default.

- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **Confidentiality Obligations.** The confidentiality of the records, employment records, and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to the proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.
- 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, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of the violation not later than 120 days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section.
- I. **Execution of Agreement.** The City Manager has received authority to execute this Agreement on behalf of the City from the City Council through approval of a resolution.
- J. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond the party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire, other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during the period of delay, so that the time period applicable to the obligation or requirement shall be extended for a period of time equal to the period the party was reasonably delayed.

- K. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

CITY: City of El Paso City Manager
P.O. Box 1850
El Paso. Texas 79950-1850

Copy To: City of El Paso
Economic & Intl. Development - Director
P.O. Box 1850

APPLICANT: El Paso, Texas 79950- I850
Laura Butler: Executive Director
Pioneers 21, Inc.
500 W. Overland Avenue Suite 230 El Paso, TX. 79901

- L. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Project unless specifically enumerated herein.
- M. **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 the invalid provision were not a part hereof.

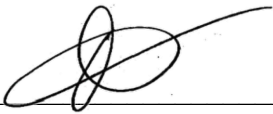
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ of _____, 2024.

CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic and International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ of _____, 2024, by Cary Westin, Interim City Manager of the City of El Paso, Texas.

Notary Public, State of _____

My Commission Expires:

(Signatures Continue on the following Page)

**APPLICANT:
PIONEERS 21, INC., A
corporation authorized to do
business in Texas**

By: Laura P. Butler

Name: Laura P. Butler

Title: Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 05 of April, 2024, by Laura P. Butler, as Executive Director (title) for Pioneers 21, Inc.

Angelique Perez
Notary Public, State of TEXAS

My Commission Expires:
01/06/2027

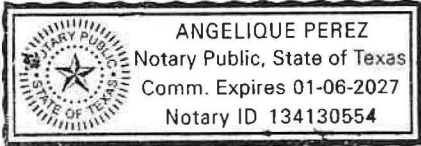


EXHIBIT A
(PROJECT)

Pioneers 21, Inc., headquartered at 500 W. Overland Ave. Suite 230, 79901, El Paso, TX shall provide high-quality business incubation services on behalf of each Client Company and each Graduate Company. The services included shall be infrastructure services (e.g., use of facilities, furniture, high-speed internet access, mail delivery, conference rooms, telephone service, shared services, and other facility-related benefits); access to operational support services (e.g., in-kind professional support, accounting/financial management, human resources, and legal); and access to strategic support services (e.g., strategic partner networks, entrepreneurial education and training, access to investor financing and capitalization, product development, commercialization, and marketing, intellectual property strategy, business strategy and planning, links to higher education, specific-sector expertise, and linkages to mentors, advisory teams, and potential board of directors' candidates).

EXHIBIT B
(PROJECT BUDGET)

In order for the Applicant to be eligible for any Grant Payment, Applicant is required to provide an annual report that demonstrates full-compliance with the budget items described below in “Chapter 380 Agreement – COEP Metrics.”

| PIONEERS21 | |
|---|----------------------|
| ANNUAL CHAPTER 380 BUDGET | |
| 2024 - 2028 | |
| Business Support Salaries & Fringes | |
| Executive Director (FTE) | \$ 125,330.00 |
| Project Director (FTE) | \$ 45,000.00 |
| Office Assistant | \$ 19,500.00 |
| Total | \$ 189,830.00 |
| Operating Expenses including but not limited to: | |
| Programming Operations | \$ 25,900.00 |
| Instructors/Materials/Roundtables | \$ 18,500.00 |
| Contractors | \$ 5,000.00 |
| Equipment Rental - Printer | \$ 2,400.00 |
| Business Operations | \$ 30,770.00 |
| Common Area Maintaince Cost | \$ 19,270.00 |
| Accounting - Taxes/Audits/Bookkeeping | \$ 4,000.00 |
| Payroll Processing (Quickbooks - Software) | \$ 2,400.00 |
| Telecommunications | \$ 3,600.00 |
| General Liability Insurance | \$ 1,500.00 |
| Travel | \$ 3,500.00 |
| Total | \$ 60,170.00 |
| Grant Total | \$ 250,000.00 |

EXHIBIT C

(PERFORMANCE METRICS)

In order for the Applicant to be eligible for any Grant Payment, Applicant is required to provide a monthly report that demonstrates compliance with the performance metric items described below:

| Chapter 380 Agreement - COEP Metrics | | | | |
|--|----------------|----------------|----------------|----------------|
| Yearly Proposed Metrics | | | | |
| Performance Metric | Year 1 Metrics | Year 2 Metrics | Year 3 Metrics | Year 4 Metrics |
| Benchmark Survey <ul style="list-style-type: none">• Minimum of 20 surveys completed | 20 | 20 | 20 | 20 |
| Total Number of Program Applicants (New/Existing) <ul style="list-style-type: none">• Innovation Accelerators Workshops (C-1)• Pioneers 21 Venture Mentoring Service Business Model Canvas (C-2) | 30 | 35 | 37 | 40 |
| Access To Capital Referrals <ul style="list-style-type: none">• CDFI or other banking/financial institutions | 15 | 15 | 15 | 15 |
| Number of Entrepreneurs Securing Working Capital | 6 | 8 | 10 | 12 |
| Innovation Accelerators Workshops Graduates | 25 | 30 | 35 | 37 |
| Pioneers 21 Venture Mentoring Service Business Model Canvas Graduates | 20 | 20 | 20 | 20 |


 "To inspire & incubate businesses and entrepreneurs through mentorship, training, and connection."

EXHIBIT C-1
(INNOVATION ACCELERATORS WORKSHOPS)

PIONEERS21

INNOVATION ACCELERATORS WORKSHOP



ADDRESS:

500 W Overland Ave Suite 230
El Paso, TX 79901

"To inspire & incubate businesses and entrepreneurs through mentorship, training, and connection."

The Pioneers 21 Innovation Workshops Series is a program designed to help entrepreneurs and innovators learn to develop, test, and grow new business ideas, products, or services before bringing them to market using a collaborative structured approach.

This series teaches you to use innovation methodologies, disciplines, and tools such as design thinking, lean start-up, and business model design across all industries and phases of the innovation process.

"To inspire & incubate businesses and entrepreneurs through mentorship, training, and connection."

Business Model Design and Lean Canvas

- Business Model Design is the process of creating a blueprint outlining how a company will create, deliver and capture value
- Lean Canvas Model streamlines the business model by breaking it down into essential components, facilitating rapid iteration

Customer Discovery and Traction Roadmaps

- Identifying and validating customer problems and needs through interviews, surveys and other research methodologies
- Explores how to develop a roadmap for acquiring customers and growing the business

Business Model Validation

- Validating a business model entails collecting feedback and data from potential customers, partners, and stakeholders to gauge its feasibility and appeal, ensuring its viability and sustainability

Problem Discovery and Solution Design

- Assisting entrepreneurs in pinpointing and defining the critical challenges encountered by their target customers, followed by devising innovative solutions to effectively tackle these issues

Talking to Investors for the First Time

- Equips entrepreneurs to adeptly communicate their business ideas, value propositions, and financial projections to potential investors, emphasizing confidence-building, aligning with investor expectations, and crafting a compelling pitch

1 on 1 Pitch Deck Review

- Meeting one-on-one with a Venture Capitalist to assess the quality of pitch decks for various ventures

"To inspire & incubate businesses and entrepreneurs through mentorship, training, and connection."

Introduction to MVPs, UX/UI Design, and Competitor Analysis

- Introducing core principles of Minimum Viable Products (MVPs) while offering insights into UX/UI design principles; includes strategies for effective competitor analysis to refine product development skills

Positioning, Storytelling and Customer-Centric Development

- Teaching strategic positioning methods, with a focus on compelling storytelling for effective communication. Also, exploring customer-centric development approaches to create products that match user needs and preferences

Identifying Core Features, Wireframing, Mockups and Product Stickiness

- Guides participants in identifying essential core features for product development and teaches the practical skills of wireframing and creating mockups, while delving into strategies for enhancing product stickiness, fostering user engagement and retention

Translating Mockups to No Code Bubble.io App

- Instruct participants on translating design mockups into functional applications using the no-code platform Bubble.io; covers hands-on techniques for building and deploying apps, empowering students to bring their design concepts to life without traditional coding

Final Presentation, Heuristic Evaluation and Usability Testing

- Focuses on honing presentation skills for showcasing a final product, incorporating heuristic evaluation principles to refine user interface design, while gaining practical insights into usability testing methods to ensure the effectiveness and user-friendliness of their creations

Testing, Iterating and Next Steps

- Guides participants through the testing and iteration phases, arming them with the skills to fine-tune their projects and delineate strategic next steps in the development process

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AI Innovation Workshops



For Learners (students + public): Certificate of Completion (microcredential)

Introduction to AI models: This course provides a foundational understanding of various AI models, including machine learning and deep learning. Students will learn about the basic principles behind these models and how they are used in real-world applications.

Prompt "Engineering": This course focuses on the concept of prompt engineering in AI, teaching students how to design effective prompts for AI models to achieve desired outputs. Topics include prompt formulation, parameter tuning, and evaluation.

AI Tools Comparisons by Teams: In this course, students will explore different AI tools and platforms used in the industry. They will compare the features, capabilities, and limitations of these tools through team-based projects and presentations.

Hallucinations/Verification: This course examines the phenomenon of hallucinations in AI models, where models generate incorrect or nonsensical outputs. Students will learn techniques for verifying and mitigating hallucinations in AI systems.

Resources (Google Doc or other): This course provides a curated list of resources, including articles, research papers, and tutorials, to help students deepen their understanding of AI models. The resources are shared through a Google Doc or other platform for easy access.



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For Projects (entrepreneurs + students + public): Certificate of Completion (microcredential)

Beyond Prompt Engineering: Building on the fundamentals of prompt engineering, this course delves into advanced techniques and strategies for optimizing prompts to achieve specific goals in AI models.

JSON Responses, Function Calling: This course teaches students how to work with JSON (JavaScript Object Notation) responses in AI applications, including how to parse JSON data and make function calls based on the response.

Custom Instructions/ Agents/ Assistants: Students will learn how to create custom instructions, agents, and assistants for AI systems, enabling them to tailor AI models to specific tasks and domains.

RAG (Retrieval Augmented Generation): This course introduces students to the RAG framework, which combines retrieval-based and generation-based approaches in AI. Students will learn how to implement RAG in practical applications.

Workshop by Industry Teams: Industry professionals will lead workshops where students can learn about the latest trends, technologies, and best practices in AI development and deployment from real-world examples and case studies.

Thinking in Tokens: This course teaches students how to think in tokens, which are discrete units of information used in AI models. Students will learn how to manipulate tokens to control the behavior of AI systems.

Microsoft Startup Founders: This course is designed for startup founders interested in leveraging Microsoft technologies for their AI projects. It covers Microsoft's AI tools, platforms, and resources for startups.

(wip) + Learners Resources: This course is a work in progress and will include additional resources and materials for learners interested in AI development and applications.



ADDRESS:

500 W Overland Ave Suite 230
El Paso, TX 79901

Website: www.Pioneers21.org
Email: Admin@Pioneers21.org

EXHIBIT C-2

(PIONEERS 21 VENTURE MENTORING SERVICE BUSINESS MODEL CANVAS)

VENTURE MENTORING SERVICE (VMS)



ADDRESS:

500 W Overland Ave Suite 230
El Paso, TX 79901

"To inspire & incubate businesses and entrepreneurs through mentorship, training, and connection."

Established in March 2022, P21 Venture Mentoring Service is a confidential team mentoring service, operating under a license from *MIT Venture Mentoring Service*, dedicated to supporting entrepreneurs in the Borderland region. We facilitate connections between startups and small businesses, providing access to expert mentors to foster the growth of their ventures at no cost.

P21 VMS fosters entrepreneurial activity and growth in our region, in alignment with our mission. By offering valuable support activities for entrepreneurs, we aim to enhance conditions for business success and bolster economic activity within the community.



The VMS Model



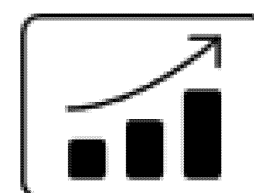
Strict Guiding Principles
&
Code of Ethics



Empowering
Entrepreneurs Through
Team Mentoring
Methodology



Dedicated Mentors
Driving Entrepreneurial
Excellence



Nurturing
Entrepreneurs and
Sustainable Ventures
for Economic
Prosperity



Mentors providing
practical, actionable
advice

PIONEERS 21 VMS Mentors



Jessica Christianson, VP Sustainability, EP Electric

Edmundo Salazar, Manager of Strategic Alignment, EP Electric

Miguel Marquez, Owner of FocalPoint

Abigail Tarango, PhD, Executive Director of UMC Foundation

Dr. Luis Martinez, Sr. Venture Associate for Capital Factory

Aliana Apodaca, President of Positive Directions Company

Dr. Patricia Delgado, Founder/CEO of Bridgidy Group, Co-Founder of El Puente Institute

Chelsie Evaldi, Founder of Chuco Relic

David Saucedo II, President of Saucedo Companies

Diego Burciaga, Founder of Valles y Crestas Photography

Karlos Lazo, Co-Founder of Lube X-press and Lazo Holdings

Dr. Meagan Kendall, Associate Engineering Professor

Dr. David Novick, Founder of Mike Loya Center at UTEP, Entrepreneur in Residence for MCA Foundation, Past Professor of Engineering Education and Leadership

David Marek, Founder of DropDev

Denisse Olivas, Founder of 11-D Marketing

Steven Yellen, Retired Financial Advisor & Community Leader

Guillermo Asiain Enrique, Founder & Principal of Level Up Coaching

Dr. Erik Devos, Professor, Senior Associate Dean, UTEP

Dr. Eric MacDonald, Professor and Associate Dean, UTEP

Carlos Garcia Aguilar, Managing Partner, Defense Firm by GG Law Group

Dr. Joseph Villescás, CEO Villescás Research, Media & Instruction, LLC

Omar Martinez, Consultant, City of El Paso

Susan Schaechner, High Impact Tutor for EPISD

Ruben Alvarez, Founder of Marketing Hunters

Humberto Caballero, President of XP Logistics & Customs Brokers

Anne Mitchell Hussmann, Founder/Owner of So El Paso

Diana Salas, PHR, SHRM-CP, sHRBP, Manager, HRBP of ADP

Pace Jaworski, Owner of Double Dog Dare Bakery LLC, Senior Trial Attorney for Serra Law Firm PLLC

Jorge Ojeda, PE, President of HAWK Construction

Joseph Trimble, Segment Influencer for Wells Fargo

Chris Jensen, MBA, Owner/Founder of Keirgen Services LLC, Adjunct Professor of Park University

Robert Peterson, Owner/Principal of Consulting & Coaching

Thea Zimnicki, Lawyer and Founder of CX and Ops

Ashley Lozoya Gonzalez, Marketing Manager, Spectrum Reach

Frank Spencer III, President of Aztec Contractors

Dr. Ginger Raya, EdD, MHA, MPA, Associate Professor of UTHHealth Houston

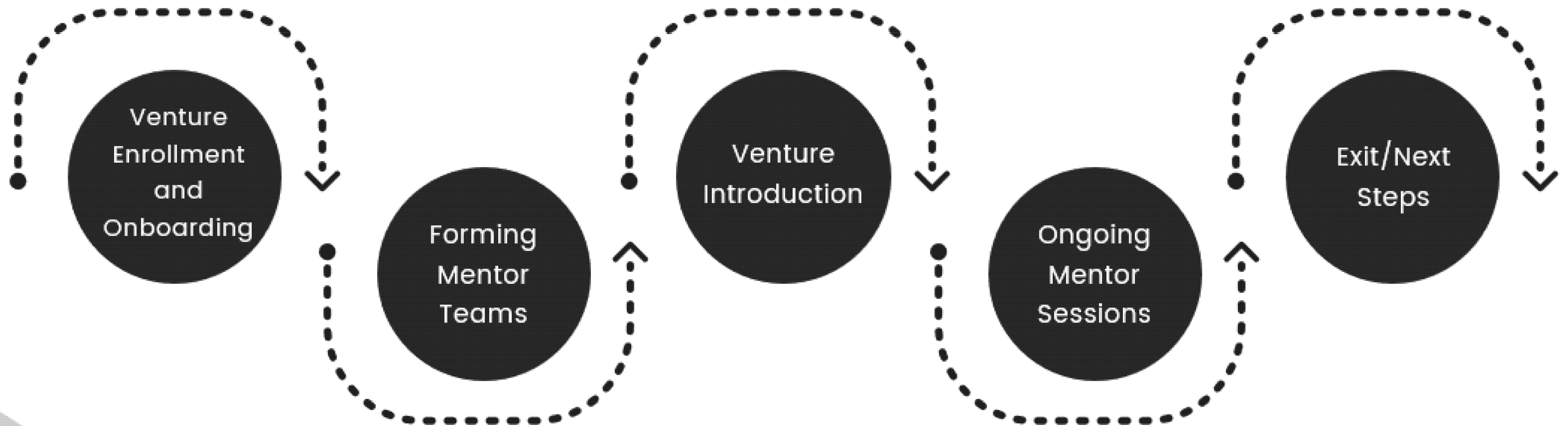
Vanessa Tena, MBA, Sheriff's Department Public Affairs Director

Total: 37 Mentors



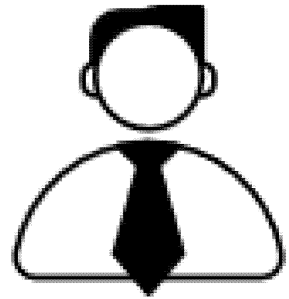
"To inspire & incubate businesses and entrepreneurs through mentorship, training, and connection."

VMS Process Timeline





Benefits



Enriched Guidance:
Tapping into Diverse
Mentor Expertise and
Networks



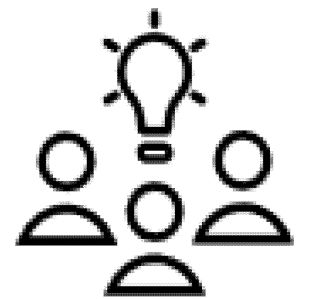
Tailored Mentorship:
Adapting Teams to
Venture Evolution



Individualized Mentorship:
Personalized 1-on-1
Sessions



Strategic Guidance:
Focused Advice and
Collaborative
Brainstorming



Actionable Insights:
Confidential Guidance
for Immediate Impact

PITCH

CHALLENGE

Series of Prep Workshops

- The Fundamentals of Pitching
- Patents and Intellectual Property
- Pitch Practice Day
- Pitch Review with a Venture Capitalist

Seed Capital Prize



1st Place:
\$6,000

2nd Place:
\$4,000

3rd Place:
\$2,000

PITCH CHALLENGE

The inaugural P21 VMS Pitch Challenge was organized for startups at different development stages under P21's umbrella.

Winners received a total of **\$12,000 in seed capital.**



2023 Winners Left to right: GCM Innovations, Telewellness Hub, Fundminer



1st Place:
FundMiner



2nd Place:
Telewellness Hub



3rd Place:
G.C.M.
Innovations



ADDRESS:

500 W Overland Ave Suite 230
El Paso, TX 79901

Website: www.Pioneers21.org
Email: Admin@Pioneers21.org

EXHIBIT D

(ANNUAL REPORT)

Applicant is required to provide the results of the Benchmarking Survey (**EXHIBIT D-1**) within 90 days of execution of this agreement. The survey results must contain a minimum of 20 responses from existing clients.

An annual report that includes descriptions reporting on the outcome metric items detailed below.

- (1) Results of the Benchmarking Survey (**EXHIBIT D-1**)
- (2) Results of the Performance Metric (**EXHIBIT C**)

EXHIBIT D-1
(SURVEY)

Pioneers 21 Annual Survey 2023-2024

* Indicates required question

1. Name *

2. Email *

3. Do you wish to participate in this survey? *

Mark only one oval.

Yes *Skip to question 4*

No

Business Information

4. Name of Business *

5. Registered Business Owner Name(s) *

6. Respondent's Title within Company *

7. Business Email Address *

8. Business Phone Number *

9. Business Address *

10. Business Mailing Address *

11. Which of the following industry categories BEST describes the primary products or services offered by your company? *

Mark only one oval.

- Natural Resources & Mining
- Construction
- Manufacturing
- Trade, Transportation, & Utilities
- Information
- Financial Activities
- Health Services
- Leisure & Hospitality
- Technology, Computer Science, SaaS
- Logistics
- Business Services
- Other: _____

12. What option best describes your business? *

Mark only one oval.

- LLC
- Corporation
- Sole Proprietor
- General Partnership
- Limited Partnership
- Nonprofit
- Cooperative
- Other: _____

13. When was your company founded? *

Mark only one oval.

- 0-2 years ago
- 3-5 years ago
- 6-10 years ago
- 10+ years ago

14. What year did your company become a client/participant at Pioneers 21? *

Mark only one oval.

- 2011-2021
- 2022
- 2023
- 2024

15. Is your company still a client/participant at Pioneers 21? *

Mark only one oval.

- Yes *Skip to question 18*
- No *Skip to question 16*

Skip to question 16

16. When did your company leave Pioneers 21? *

Mark only one oval.

2011-2021

2022

2023

2024

17. What was your main reason for leaving Pioneers 21? *

Mark only one oval.

Completed incubator graduation goals

Completed your own business graduation goals and/or was ready to go on your own

Costs were too high

Other: _____

Skip to question 18

18. Number of FULL-TIME employees at company's inception (counting yourself) *

Mark only one oval.

0-2

3-5

6-10

11+

19. Number of FULL-TIME employees now *

Mark only one oval.

0-2

3-5

6-10

11+

20. Number of PART-TIME employees at company's inception *

Mark only one oval.

0-2

3-5

6-10

11+

21. Number of PART-TIME employees now *

Mark only one oval.

0-2

3-5

6-10

11+

Financial Standings

Please answer the following questions based on your company's current financial standing.

22. Total Revenue (Sales) *

Mark only one oval.

- \$0 - \$250,000
- \$250,001 - \$500,000
- \$500,001 - \$1,000,000
- \$1,000,001+

23. Total Debt *

Mark only one oval.

- \$0 - \$250,000
- \$250,001 - \$500,000
- \$500,001 - \$1,000,000
- \$1,000,001+

24. Net Income *

Mark only one oval.

- \$0 - \$250,000
- \$250,001 - \$500,000
- \$500,001 - \$1,000,000
- \$1,000,001+

25. Number of Loan(s) Acquired *

Mark only one oval.

0

1

2

3

4

5+

26. Average Dollar Amount of Loan(s) Acquired *

Mark only one oval.

\$0 - \$250,000

\$250,001 - \$500,000

\$500,001 - \$1,000,000

\$1,000,001+

27. Source/Loan Provider *

28. Number of Grants Acquired *

Mark only one oval.

- 0
- 1
- 2
- 3
- 4
- 5+

29. Average Dollar Amount of Grant(s) Acquired *

Mark only one oval.

- \$0 - \$250,000
- \$250,001 - \$500,000
- \$500,001 - \$1,000,000
- \$1,000,001+

30. Source/Grant Provider *

31. Self-Investment *

Mark only one oval.

- \$0 - \$250,000
- \$250,001 - \$500,000
- \$500,001 - \$1,000,000
- \$1,000,001+

32. Other Forms of Revenue *

Check all that apply.

- N/A
- Crowd-sourcing
- Venture Capital
- Angel Investor(s)
- Other: _____

33. Number of Patents Acquired *

Mark only one oval.

- 0
- 1
- 2
- 3
- 4
- 5+

34. Number of New Jobs Created in 2023-2024 *

Mark only one oval.

- 0
- 1-2
- 3-5
- 5+

35. Wage Expenses for 2023-2024 *

Mark only one oval.

\$0 - \$10,000

\$10,001 - \$50,000

\$50,001 - \$100,000

\$100,001+

36. Did you experience growth in Revenue in 2023-2024? *

Mark only one oval.

Yes

No

37. Did you have any white publications, publications, advancements, research, etc.? *

Mark only one oval.

Yes

No

Overall Experience and Effectiveness of Pioneers21

Please rate your experience and the effectiveness of Pioneers21's programs in the following areas:

38. Business Assessment *

Mark only one oval.

1 2 3 4 5

High Highly Satisfied

39. Access to Capital - Loans, Grants, Crowdfunding, etc. *

Mark only one oval.

1 2 3 4 5

High Highly Satisfied

40. Business Network Connections *

Mark only one oval.

1 2 3 4 5

High Highly Satisfied

41. Linkages to Strategic Partners/Investors *

Mark only one oval.

1 2 3 4 5

High Highly Satisfied

42. Marketing Assistance *

Mark only one oval.

1 2 3 4 5

High Highly Satisfied

43. General Legal Services *

Mark only one oval.

1 2 3 4 5

High Highly Satisfied

44. Comprehensive Business Training *

Mark only one oval.

1 2 3 4 5

High Highly Satisfied

45. Human Resources *

Mark only one oval.

1 2 3 4 5

High Highly Satisfied

46. Product Design & Development *

Mark only one oval.

1 2 3 4 5

High Highly Satisfied

47. Office/Incubator Space Resources *

Mark only one oval.

1 2 3 4 5

High Highly Satisfied

48. Personal Development/Training *

Mark only one oval.

1 2 3 4 5

High Highly Satisfied

49. Would you recommend Pioneers 21? *

Mark only one oval.

Yes

No

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

| | |
|---------------------|--------------------------------------|
| Full Name | Laura Butler |
| Business Name | Pioneers 21 |
| Agenda Item Type | Chapter 380 |
| Relevant Department | Economic & International Development |

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor | | |
| District 1 | | |
| District 2 | | |
| District 3 | | |
| District 4 | | |
| District 5 | | |
| District 6 | | |
| District 7 | | |
| District 8 | | |

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Jaime P. Butler Date: 4.8.24



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-508, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Presentation of comparator analysis and budget impact for Parental Leave Program recommended by Women's Rights Commission.

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

DEPARTMENT: Human Resources

AGENDA DATE: April 23, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Mary Wiggins, Chief Human Resources Officer, 915-212-1267

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.2: Implement employee benefits and services that promote financial security

SUBJECT:

Presentation of comparator analysis and budget impact for Parental Leave Program recommended by Women's Rights Commission.

BACKGROUND / DISCUSSION:

Item 25 from the February 27, 2024 City Council Meeting.

PRIOR COUNCIL ACTION:

Discussion and action to direct the City Manager to review, research, and consider a more robust paid parental leave policy for City of El Paso employees to include no less than four weeks of paid prenatal leave and twelve weeks postpartum paid leave. Additionally, provide a policy proposal to the Women's Rights Commission relating to Paid Parental Leave for review and recommendation prior to adoption.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

Mary Wiggins

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



El Paso, TX

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El Paso, TX

Legislation Text

File #: 24-538, 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.

Presentation and discussion by the Capital Improvement Department on the Capital Improvement Plan (CIP) Mid-Year update for active, programmed and completed capital projects for FY 2024.

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

AGENDA DATE: April 23, 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. 4: Enhance El Paso's Quality of Life
No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

The Capital Improvement department will provide a presentation and discussion on the CIP Mid-Year update for active, programmed and completed capital projects for FY 2024.

BACKGROUND / DISCUSSION:

This presentation will provide an update on FY 2024 mid-year developments for all active, programmed and completed capital projects including FY 2024 expenditures and supported employment impacts.

PRIOR COUNCIL ACTION:

Insert Text or N/A

AMOUNT AND SOURCE OF FUNDING:

Insert Text

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Yvette Hernandez

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



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Legislation Text

File #: 24-600, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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City Attorney's Office, Mayra Stanton, (915) 212-0033

AGENDA LANGUAGE:

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

Albert Lopez and Lexby Lopez v. City of El Paso; Matter No. 17-1036-1318 (551.071)



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El Paso, TX

Legislation Text

File #: 24-601, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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City Attorney's Office, Carlos Armendariz, (915) 212-0033

AGENDA LANGUAGE:

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

Discussion relating to regulations of animal elective surgical procedures. (551.071)



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Legislation Text

File #: 24-611, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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Edmundo Calderon v. City of El Paso, 2023DCV4372 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-608, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Economic and International Development, Karina Brasgalla, (915) 212-0065

AGENDA LANGUAGE:

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

Discussion on potential economic development opportunities in Northeast El Paso, Texas. HQ#23-1857
(551.072) (551.087)