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

# AGENDA FOR THE REGULAR COUNCIL MEETING

# July 30, 2024 COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY 9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 171-317-137#

### **AND**

AGENDA REVIEW MEETING COUNCIL CHAMBERS, CITY HALL 300 N. CAMPBELL AND VIRTUALLY July 29, 2024 9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 112- 681-542#

Notice is hereby given that an Agenda Review Meeting will be conducted on July 29, 2024 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on July 30, 2024 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. http://www.elpasotexas.gov/videos Via television on City15,

YouTube: https://www.youtube.com/user/cityofelpasotx/videos

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, July 29, 2024 Conference ID: 112-681-542#

Regular Council Meeting, July 30, 2024 Conference ID: 171-317-137#

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

For Call to the Public:

https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397

To Speak on Agenda Items:

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

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

**Isabel Salcido** 

A quorum of City Council must participate in the meeting.

# **ROLL CALL**

# INVOCATION BY EL PASO POLICE CHAPLAIN ROBERT HEMPHILL, JR. PH.D.

# PLEDGE OF ALLEGIANCE

**Daisy Girl Scouts Troop 64114** 

Analucia Vargas
Teagan Lee
Mia Arias
Lina Cosgrove
Bree Cosgrove
Orlyola Tantchou
Orlybella Tantchou
Valeria Borrego
Victoria Borrego
Ariel Wyatt

# **MAYOR'S PROCLAMATIONS**

**Gastroschisis Awareness Day** 

**David L. Carrasco Job Corps Month** 

Giovanna Zubia Day

# **John Purvis Day**

# **Professional Engineers Day**

# NOTICE TO THE PUBLIC

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

# **CONSENT AGENDA - APPROVAL OF MINUTES:**

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

1. Approval of the Minutes of the Regular City Council Meeting of July 16, 2024, the Agenda Review Meeting of July 15, 2024, and the Work Session of July 15, 2024.

**24-1013** 

#### All Districts

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

# **CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

24-61

# **CONSENT AGENDA - RESOLUTIONS:**

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

3. A Resolution that the City Manager, or designee, be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located in the vicinity of El Paso International Airport, said easement more particularly described as:

<u>24-989</u>

A portion of Lot 2, Block 2, Butterfield Trail Aviation Park Unit Two Replat "C" as recorded in Document No. 20200101637, El Paso County Plat Records, more particularly described on Exhibit "A", more commonly referred to as 3640 Global Reach, El Paso Texas.

#### **All Districts**

Airport, Tony Nevarez, (915) 212-7325

**4.** A Resolution that the Director of Aviation or designee be authorized to submit a minor boundary modification/subzone expansion application with all supporting

**24-991** 

documents, and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel:

1601 N. Fabens Road, Fabens, El Paso County, Texas 79838, Subdivision L University lands

#### **All Districts**

Airport, Tony Nevarez, (915) 212-7325

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

5. That the El Paso City Council authorizes the submission to the Motor Vehicle Crime Prevention Authority of the grant application for the City of El Paso Police Department project identified as "Senate Bill 224 Catalytic Converter Grant FY24" to provide financial assistance to the City of El Paso. Requesting \$1,391,615.00. No cash match required. The grant period will be 12 months from the time the statement of grant award is received.

24-990

This is a resubmittal for an already approved item to comply with granting agency's resolution requirements.

#### **All Districts**

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

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

6. Approve a Resolution to amend the 2024 Public Art Plan to add two new projects - the Resler Extension funded by the 2022 Community Progress Bond and the New Central Regional Command to be funded by the 2019 Public Safety Bond. In addition, the artist selection process for the Eastside Regional Park Phase 2 Roundabout Memorial will be updated to an Invitation Competition and the El Paso International Airport (EPIA) Terminal Landscape Improvements will be a Direct Select process with an increased allocation of \$350,000 for a total of \$500,000.

24-1008

#### **All Districts**

Museums and Cultural Affairs, Ben Fyffe, (915) 212-0110

7. A Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Via Partnership, a Missouri, USA, Foreign Limited Liability Partnership (LLP), for the development of a ten-year Public Art Master Plan for the Museums and Cultural Affairs Department and Public Art Program, for a total contract amount not to exceed \$100,000.00 and a term of one year. Further, that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

<u>24-1011</u>

#### **All Districts**

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

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

8.	A Resolution authorizing the City Manager to sign a Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration, with the State of Texas, acting by and through the Texas Department of Transportation, (the "State"), granting to the State the right to possession and use of City property for purposes of constructing a portion of State Highway 178 in exchange for payment to the City in the amount of \$3,000. The property subject to this Agreement is described as 0.0208 acre (908 square feet) of land located in the Nellie D. Mundy Survey Number 241, in northwest El Paso. This Agreement is entered into pending the final sale of said property to the State of Texas for the construction of a portion of Highway 178.	<u>24-970</u>	
	<b>District 1</b> Streets and Maintenance, Mary Lou Espinoza, (915) 867-2629		
9.	A Resolution authorizing the City Manager to sign a Building Lease between the City of El Paso ("Landlord") and Air Methods, LLC, a Delaware Limited Liability Company ("Tenant"), for operating the Aviation and Clinical Crew Base Site located at 12230 Pine Springs, El Paso, Texas for a term of five years and authorizing the City Manager be authorized to make subsequent nonmaterial amendments to the Building Lease after review by the City Attorney.	<u>24-999</u>	
	<b>District 6</b> Streets and Maintenance, Mary Lou Espinoza, (915) 867-2629		
10.	A Resolution authorizing the City Manager to sign a Ground Lease between the City of El Paso ("Landlord") and Air Methods, LLC, a Delaware Limited Liability Company ("Tenant"), for operating the Aviation and Clinical Crew Base Site located at 12230 Pine Springs, El Paso, Texas for a term of five years and authorizing the City Manager be authorized to make subsequent nonmaterial amendments to the Ground Lease after review by the City Attorney.	<u>24-1015</u>	
	<b>District 6</b> Streets and Maintenance, Mary Lou Espinoza, (915) 867-2629		
11.	A Resolution designating the Tax Assessor-Collector or their designee as the Designated Officer or Employee for the City in compliance with Section 26.04 of the Texas Property Tax Code.	<u>24-1000</u>	
	All Districts Tax Office, Maria O. Pasillas, (915) 212-1737		
Goal 7: Enhance and Sustain El Paso's Infrastructure Network			

12. A Resolution that the Mayor is authorized to sign an Interlocal Agreement by and between the City of El Paso ("City") and the El Paso Metropolitan Planning Organization ("EPMPO") whereby the City shall pay an amount not to exceed \$150,000.00 towards the EPMPO's local participation costs of an International Border Crossings System-wide Analysis ("Project") as adopted in the EPMPO

"Regional Mobility Strategy 2050 Metropolitan Transportation Plan" and "Regional Mobility Strategy FY2023-2026 Transportation Improvement Program".

### **All Districts**

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

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

# Goal 3: Promote the Visual Image of El Paso

**13.** Sal Masoud to the City Plan Commission by Representative Brian Kennedy, District 1.

Members of the City Council, Representative Brian Kennedy, (915) 212-1002

# **CONSENT AGENDA - BOARD APPOINTMENTS:**

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

14. Jose Luis Salas to the Museums and Cultural Affairs Advisory Board by Representative Henry Rivera, District 7.

Members of the City Council, Representative Henry Rivera, (915) 212-0001

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

**15.** Elias Montoya to the Regional Renewable Energy Advisory Council, as non-voting member, by Nicole Ferrini, Climate & Sustainability Officer.

Members of the City Council, Community and Human Development, Nicole Ferrini, (915) 212-1659

**16.** Deanna Maldonado Rocha as a regular member to the Fair Housing Task
Force by Representative Cassandra Hernandez, District 3.

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

**17.** Mathew Marquez as a regular member to the Fair Housing Task Force by Representative Art Fierro, District 6.

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

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

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

**18.** That the tax refunds listed on the attachment posted with this agenda be **24-994** 

approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A)

### **All Districts**

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

19. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment B)

<u>24-996</u>

#### **All Districts**

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

# **CONSENT AGENDA - NOTICE FOR NOTATION:**

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

20. Accept the generous grant of \$20,000 from Marathon Petroleum Refinery for the Ability Fellows Program. The program is a paid fellowship initiative that addresses the barriers young adults with disabilities encounter when seeking job opportunities in the City of El Paso. This generous donation will offer hands-on experience, professional development, and civic engagement skills in the city's workforce from August to December 2024. The program was developed in collaboration with local organizations aiming to promote workforce development and inclusivity.

**24-1052** 

Further, we thank Marathon Petroleum Refinery for their continued support to workforce development and for supporting persons with all abilities.

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

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

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

21. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez in the amounts of \$1000 from Alonso Hernandez, \$5000 from Christina Stover, \$5000 from Guillermina Chavez, \$25 from Lorenza Lujan, \$2500 from Mark Hernandez, \$5000 from Raquel Hernandez, \$4000 from Raymond Alvarado, \$2500 from Ricardo Chavez, \$4000 from Rosa Alvarado, \$3500 from Ryan Kieffe, \$5000 from Stephen Hernandez, \$2500 from Sylvia Hernandez, and \$5000 from Zenia Hernandez.

<u>24-1024</u>

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

**22.** For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contribution by Representative Josh Acevedo in the amount of \$1,000.00 from Daniel Anchondo.

**24-1041** 

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

23. For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Cynthia Trejo in the amount of \$1,000 from The Law Office of Steve Ortega, PLLC.

<u>24-1045</u>

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

### **CONSENT AGENDA - REQUEST FOR PROPOSAL:**

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

**24.** The linkage to the Strategic Plan is subsection 7.3 - Enhance a regional comprehensive transportation system.

<u>24-1005</u>

### **Award Summary:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to decrease Contract 2020-224R Travel Demand Model. This will be a change order to decrease the award by \$75,000.00 for a total amount not to exceed \$635,000.00. This deductive change order is due to a discount provided while exercising the optional year of this contract.

Department: Capital Improvement

Award to: Replica, Inc.
City & State: Leawood, KS
Current Contract Estimated Amount: \$710,000.00
Change Order Amount: -\$ 75,000.00
Total estimated Amount not to Exceed: \$635,000.00

Account(s): 190-4746-38290-580270-

PCP20PLANDOCS

Funding Source(s): 2020 Capital Improvement Plan

District(s):

This was a Request for Proposals - Service Contract.

#### **All Districts**

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

### REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

25. Discussion and action to authorize the expenditure of District 6 discretionary 24-1043

funds, in an amount not to exceed \$3,500.00, to fund the attendance and participation in the 14th Annual Texas Tribune Festival for the office of District 6, serves a municipal purpose of setting the standard for sound governance and fiscal management, as well as cultivating an environment conducive to strong economic development.

#### **District 6**

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

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

26. Discussion and action to direct the City Manager to take the steps necessary to opt into healthcare coverage of gender-affirming care for City of El Paso employees; and, in advance of implementation, to conduct a review including benchmarking of coverage provided by peer cities and other local government entities, analysis of typical claims, and development of potential coverage options to be presented to the City Council within 60 days.

**24-1050** 

#### **All Districts**

Members of the City Council, Representative Chris Canales, (915) 212-0008 Members of the City Council, Representative Josh Acevedo, (915) 212-0002 Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

# CALL TO THE PUBLIC - PUBLIC COMMENT:

Call to the Public will begin at 12:00 p.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 171-317-137#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397

# **REGULAR AGENDA - FIRST READING OF ORDINANCES:**

INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER:

Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 9:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are

available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

# Goal 3: Promote the Visual Image of El Paso

27. An Ordinance granting to Valu Advertising, LLC a non-exclusive franchise for waste containers on sidewalks and other city property.

<u>24-716</u>

#### **All Districts**

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

# PUBLIC HEARING WILL BE HELD ON AUGUST 13, 2024

28. An Ordinance amending the following provisions of El Paso City Code Title 20 (Zoning), Chapter 14 (Off-Street Parking, Loading and Storage Standards), Article I (Vehicular Parking), Section 050 (Parking Requirements and Standards) and Section 070 (Parking Reductions). The penalty is as provided in Chapter 20.24 of the El Paso City Code.

**24-985** 

### **All Districts**

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

### PUBLIC HEARING WILL BE HELD ON AUGUST 27, 2024

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

29. An Ordinance ordering a Special Election to be held in the City of El Paso, Texas to determine whether to revoke the City's authority to issue bonds for the Multipurpose Performing Arts and Entertainment Facility voted at the City's November 6, 2012 Election; making provision for the conduct of the election; and resolving other matters incident and related to such election.

**24-1040** 

#### All Districts

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

# PUBLIC HEARING WILL BE HELD ON AUGUST 13, 2024

# <u>REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:</u>

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

**30.** Discussion and action on a Resolution that the City Manager is authorized to sign a Street Improvement and Maintenance Agreement ("Agreement") by and between the City of El Paso ("City") and The Rim Area Neighborhood Association, Inc. ("Association") for the design, installation, and maintenance of right-of-way and landscaping improvements for traffic calming on Hague Road between Stanton Street and Rim Road.

24-1009

# **District 8**

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

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

**31.** The linkage to the Strategic Plan is subsection: 6.6 - Ensure continued financial stability and accountability through sound financial management, budgeting and reporting.

**24-1021** 

#### **Award Summary:**

Discussion and action that the City Manager be authorized to sign Contract No. 2024-0412R Auditing Services and Grants for the Office of the Comptroller between the City of El Paso ("City") and Forvis Mazars, LLP for auditing services for Office of the Comptroller for a five (5) year term from the effective date to be exercised by the City Manager or designee, for an estimated total cost of \$1,738,550.00 for the term; and that service provider is to be paid based on the services performed.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$263,550.00 for the term, which represents a 17.87%, increase due to the current market conditions for professional services.

Department: Office of the Comptroller Award to: Forvis Mazars. LLP

City & State: Dallas, TX

Item(s):

Initial Term:

Option Term:

Total Contract Time:

Annual Estimated Award:

\$ All

5 Years

NA

5 Years

\$ 347,710.00

Initial Term Estimated Award: \$1,738,550.00

Option Term Estimated Award: NA

Total Estimated Award: \$1.738.550.00

Account(s): 210- 1000 - 13130 - 52100

Funding Source(s): General Fund

District(s):

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and the Office of the Comptroller recommend award as indicated to Forvis Mazars, LLP the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

#### **All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote (915) 212-1092 Office of the Comptroller, Margarita M. Marin, (915) 212-1174

**32.** The linkage to the Strategic Plan is subsection: 6.8 Support transparent and inclusive government.

24-1003

#### **Award Summary:**

Discussion and action that the City Manager be authorized to sign Contract No. 2024-0244R Cybersecurity Audits for the Internal Audit Department between the City of El Paso ("City") and Global Solutions Group, Inc., for cybersecurity audit services for the Internal Audit Department for an initial three year term in an estimated total cost of \$600,000; and two, one-year options in an estimated total cost of \$400,000; for a total of five years, in an aggregated, estimated amount of \$1,000,000; and that service provider is to be paid based on the services performed.

#### **Contract Variance:**

Not applicable, this is a new contract.

Department: Internal Audit

Award to: Global Solutions Group, Inc.

City & State: Oak Park, MI

Item(s): ΑII Initial Term: 3 Years Option Term: 2 - 1 Year Total Contract Time: 5 Years Annual Estimated Award: \$200,000.00 Initial Term Estimated Award: \$600,000.00 Option Term Estimated Award: \$400.000.00 Total Estimated Award: \$1,000,000.00

Account(s): 116 - 1000 - 522150 - 12030

Funding Source: General Fund

District(s):

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and Internal Audit Department recommend award as indicated to Global Solutions Group, Inc., the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

#### **All Districts**

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

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

**33.** The linkage to the Strategic Plan is subsection: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life.

**24-1006** 

### **Award Summary:**

Discussion and action on the award of Solicitation 2024-0124 Job Order Contracting and Facilities Construction to Noble General Contractors, LLC, Veliz Company, LLC dba Veliz Construction, Amstar, Inc., Jordan Foster Construction, LLC, and Mirador Enterprises, Inc. for an initial term of Two (2) years and three (3), one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate of \$40,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for City of El Paso facilities using the Job Order contract method.

Department: Streets and Maintenance

Award to: Noble General Contractors, LLC

City & State: El Paso, TX Initial Term: Two (2) Years

Option Terms: Three (3) - One (1) Year Terms

Award to: Veliz Company, LLC dba Veliz Construction

City & State: El Paso, TX Initial Term: Two (2) Years

Option Terms: Three (3) - One (1) Year Terms

Award to: Amstar, Inc.
City & State: San Antonio, TX
Initial Term: Two (2) Years

Option Terms: Three (3) - One (1) Year Terms

Award to: Jordan Foster Construction, LLC

City & State: El Paso, TX
Initial Term: Two (2) Years

Option Terms: Three (3) - One (1) Year Terms

Award to: Mirador Enterprises, Inc.

City & State: El Paso, TX
Initial Term: Two (2) Years

Option Terms: Three (3) - One (1) Year Terms

Total Estimated Award: \$40,000,000.00

Account(s): Various

Funding Source(s): General Capital - City Wide Facilities

District(s):

This was a Competitive Sealed Proposal Procurement price book (RS Means) requirements contract.

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to Noble General Contractors, LLC, Veliz Company, LLC dba Veliz Construction, Amstar, Inc., Jordan Foster Construction, LLC, and Mirador Enterprises, Inc. the highest ranked offerors based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

#### **All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092 Capital Improvement Department, Yvette Hernandez, (915) 212-1860 Streets and Maintenance, Richard Bristol, (915) 212-7000

# **REGULAR AGENDA - PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:**

# Goal 3: Promote the Visual Image of El Paso

34. An Ordinance granting a Special Privilege License to EPT Montecillo I-10 Development, LLC to permit the construction, installation, maintenance, use, and repair of a surface encroachment for two (2) Art Sculptures and Ancillary Items over City right-of-way at the roundabout intersection located at Vin Rambla Drive and Vin Roda Drive, additionally, this ordinance encompasses the placement of twenty three (23) wayfinding signs and nine (9) electric meters at various locations within the Montecillo Development; setting the license term for a term of ten years (10) with one (1) renewable ten (10) year term.

Location: Vin Rambla Drive and Vin Roda Drive, and various locations within

the Montecillo Development

Applicant: EPT Montecillo I-10 Development, LLC, PSPN23-00007

#### **District 8**

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

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

24-934

**35.** An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Ignacio Villanueva Macias, to the following and described parcel:

24-887

Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas.

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

#### **All Districts**

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

# **REGULAR AGENDA - OTHER BUSINESS:**

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

36. Discussion and action on a Resolution authorizing the City Manager to execute a First Amendment to that certain Subrecipient Agreement dated January 31, 2023 by and between the City of El Paso and the Better Business Bureau Foundation El Paso ("BBB"), a 50l(c)(3) non-profit organization, to revise the funding amount and increase it by \$140,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B" of the agreement.

24-993

#### **All Districts**

Economic and International Development, Mirella Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (915) 212-0094

37. Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and LiftFund, providing \$200,000 to LiftFund to administer ARPA Act funds for the continuation of the Interest Buy-Down Program to small businesses affected by the COVID-19 pandemic.

24-1001

### **All Districts**

Economic and International Development, Mirella Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (915) 212-0094

38. Discussion and action on a Resolution authorizing the City Manager to execute a First Amendment to that certain Subrecipient Agreement dated January 31, 2023 by and between the City of El Paso and the Project Vida Inc. ("Project Vida"), a Texas non-profit corporation, to revise the funding amount and increase it by \$200,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B" of the agreement.

24-1002

#### **All Districts**

Economic and International Development, Mirella Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (915) 212-0094

39. Discussion and action on a Resolution authorizing the City Manager to execute a First Amendment of the Chapter 380 Economic Development Program Agreement dated May 6, 2014 by and between the CITY OF EL PASO, TEXAS, a home-rule municipality of El Paso County, Texas and TENET HOSPITALS LIMITED (hereinafter referred to as "TENET"), a Texas limited partnership, duly acting herein by and through its general partner, to revise the full-time definition, in exchange for a reduced Grant Period and total aggregate Grant amount.

# **24-1007**

### **District 1**

Economic and International Development, Alejandra Fuentes, (915) 319-0120 Economic and International Development, Karina Brasgalla, (915) 212-0094

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

**40.** Discussion and action that City Council approve a Task Order in the amount of \$443,865.47 to International Eagle Enterprises Inc. for the construction of Palomino Laramie Intersection Drainage Improvements.

# <u>24-1020</u>

#### **District 4**

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

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

41. Discussion and action on a Resolution of the City Council, of the City of El Paso, Texas, calling for the 2024 general election in the City of El Paso, to be held on November 5, 2024, to fill the expired terms of the Mayor, four District Representatives Nos 2, 3, 4 and 7 and five Municipal Court Judges Court Nos. 1, 2, 3, 4, 5, and the Judge of the Municipal Court of Appeals; and calling for a Special Election in the City of El Paso, to be held November 5, 2024, to fill a City Council vacancy in the office of Representative for District No. 1, and making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment.

### 24-905

#### **All Districts**

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

42. Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfers, attached to the Resolution as Exhibit A, for the Capital Improvement Department and Animal Services Department in support of El Paso Animal Service's relocation to 5625 Confetti Drive (Morehead); for the Museum and Cultural Affairs Division in support of project needs associated with the Mexican American Cultural Center; and for the El Paso Police Department's purchase of minor capital equipment.

### **24-1012**

#### **All Districts**

City Manager's Office, K Nicole Cote, (915) 212-1092 Capital Improvement Department, Yvette Hernandez, (915) 212-1065 Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766 Police, Chief Peter Pacillas, (915) 212-4305

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

**43.** Discussion and action on the award of Task Order 14V-1 for Solicitation 2021-0811, Animal Services Kennels and HVAC Improvements to Veliz Company, LLC for a total estimated award of \$7,280,403.51.

<u>24-992</u>

24-983

#### **District 8**

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

44. Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso And Wright & Dalbin Architects, Inc., a Texas Company, for a project known as "Architect & Engineering Services for the Construction of the Doniphan Citizen Collection Station" for an amount not to exceed \$413,671.00; and that the City Engineer be authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project for a total amount of \$513,671.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

# District 1

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

# **EXECUTIVE SESSION**

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

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

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

Discussion and action on the following:

**EX1.** Revocation and defeasance of general obligation bonds related to the 2012 bond election for the downtown multipurpose performing arts and entertainment facility. HQ#3170 (551.071)

24-1054

City Attorney's Office, Karla M. Nieman, (915) 212-0033

# **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 ON THURSDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

http://www.elpasotexas.gov/

# El Paso, TX

# Legislation Text

File #: 24-1013, Version: 1

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

# **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of July 16, 2024, the Agenda Review Meeting of July 15, 2024, and the Work Session of July 15, 2024.

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

# MINUTES FOR REGULAR COUNCIL MEETING

JULY 16, 2024 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:00 AM
ROLL CALL
The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:02 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Joe Molinar, Art Fierro, Henry Rivera, and Chris Canales. Late arrivals: Josh Acevedo and Cassandra Hernandez at 9:03 a.m., and Isabel Salcido at 9:12 a.m.
INVOCATION BY EL PASO POLICE CHAPLAIN AND SUN VALLEY BAPTIST PASTOR DENNIS COFFMAN
PLEDGE OF ALLEGIANCE
MAYOR'S PROCLAMATIONS
Sunset Heights Garden Club 100th Anniversary
Ray Mancera Day
NOTICE TO THE PUBLIC
Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and unanimously carried to <b>APPROVE</b> all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}.
AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales NAYS: None
CONSENT AGENDA – APPROVAL OF MINUTES:
Goal 6: Set the Standard for Sound Governance and Fiscal Management
4 *Motion made accorded and unanimously carried to APPROVE the Minutes of the Degular

\*Motion made, seconded, and unanimously carried to APPROVE the Minutes of the Regular City Council Meeting of July 2, 2024, the Agenda Review Meeting of July 1, 2024, and the Work Session of July 1, 2024.

# CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS: 2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS **NO ACTION** was taken on this item. ..... CONSENT AGENDA – RESOLUTIONS: Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development \*RESOLUTION 3. BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO: That the City Manager, or designee, be authorized to sign an Overhead Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as: A PORTION OF LOT 2, BLOCK 4, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 10, EL PASO COUNTY, TEXAS. ..... Goal 2: Set the Standard for a Safe and Secure City ..... 4. \*RESOLUTION BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO: That the Mayor be authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso and the Town of Horizon, for the El Paso Fire Marshals Office to provide assistance to the Horizon City Police Department with arson investigations occurring within the Town of Horizon. .....

5. \*RESOLUTION

**WHEREAS**, the City of El Paso Public Safety Departments provide basic and advanced life support service for the citizens of El Paso; and

**WHEREAS,** the Texas Health and Safety Code Section 773.007 states that the provision of advanced life support must be under medical supervision and a licensed physician's control, and that the provision of basic life support may be under medical supervision and a licensed physician's control; and

**WHEREAS,** Dr. Russell A. Baker ("Dr. Baker"), is a physician capable of performing the duties of the Medical Director as governed by Texas Administrative Code, Title 22, Part 9, Chapter 197 Rule 197.3 "Off-line Medical Director."; and

**WHEREAS**, Dr. Baker has been appointed as the Medical Director by the Fire Chief of the El Paso Fire Department; and

**WHEREAS**, City Council also seeks to receive Medical Director services from Dr. Baker from September 1, 2024, and ending on August 31, 2026.

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

**THAT** the City Manager, be authorized to sign an Independent Contractor Agreement (the "Agreement") between the City of El Paso, Texas ("City of El Paso") and **Dr. Russell N. Baker** for the latter to provide Medical Director services to the emergency medical staff of the City of El Paso, for the monthly amount of \$7000.00 from September 1, 2024 through August 31, 2026, for a total amount of ONE HUNDRED AND SIXTY-EIGHT THOUSAND DOLLARS AND NO/100 (\$168,000), with the City Manager being authorized to administratively extend the Agreement for an additional twelve-month period, for the monthly amount of \$7000.00 from September 1, 2026 through August 31, 2027 for a total amount of EIGHTY-FOUR THOUSAND DOLLARS AND NO/00 (\$84,000).

Goal 3: Promote the Visual Image of El Paso

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

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

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

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

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

736 Feliz Rd, more particularly described as Lot 20, Block 31, CLARDY FOX Subdivision, City of El Paso, El Paso County, Texas, PID #C622-999-0310-5800

to be \$691.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17<sup>th</sup> day of April, 2023, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED NINETY ONE AND 00/100 DOLLARS (\$691.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

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

### \*RESOLUTION

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

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

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

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

252 Val Verde St, more particularly described as Lot 25 & 26(7500 SQ FT)(7500 SQ FT), Block 7, VAL VERDE Subdivision, City of El Paso, El Paso County, Texas, PID #V088-999-0070-4100

to be \$766.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7<sup>th</sup> day of April, 2023, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED SIXTY SIX AND 00/100 DOLLARS (\$766.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

### \*RESOLUTION

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

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

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

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

5951 Griems CT, more particularly described as Lot 120 FT OF S 135 OF 10 (16200 SQ FT), Block B, Collingsworth W Subdivision, City of El Paso, El Paso County, Texas, PID #C730-999-000B-1800

to be \$618.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25<sup>th</sup> day of August, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$618.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

# \*RESOLUTION

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

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

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

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

3700 Keltner Ave, more particularly described as Lot 9 & 10 W 2.89 FT 11 (6706.80 SQ FT), Block 73-A, LOGAN HEIGHTS Subdivision, City of El Paso, El Paso County, Texas, PID #L447-999-073A-4200

to be \$405.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3<sup>rd</sup> day of September, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIVE AND 00/100 DOLLARS (\$405.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

1820 Alabama St, more particularly described as Lot 8 & 9 & 11 TO 16 & 27 32 & W 5' OF (10 & 26)& CLSD ALLEY BTWN (46300.00 SQ FT), Block 76, HIGHLAND PARK Subdivision, City of El Paso, El Paso County, Texas, PID #H453-999-0760-8900

to be \$426.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19<sup>TH</sup> day of APRIL, 2023, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY SIX AND 25/100 DOLLARS (\$426.25) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

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

### \*RESOLUTION

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

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

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

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

1500 Honeysuckle Dr, more particularly described as Lot 6(6357.50 SQ FT), Block 15, CIELO VISTA PARK Subdivision, City of El Paso, El Paso County, Texas, PID #C518-999-0150-1100

to be \$372.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18<sup>th</sup> day of April, 2023, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY TWO AND 50/100 DOLLARS (\$372.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

### \*RESOLUTION

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

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

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

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

10233 Bayo Ave, more particularly described as Lot 24 (7446 SQ FT), Block 5, Villa Lago Subdivision, City of El Paso, El Paso County, Texas, PID #V832-999-0050-7000

to be \$869.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11<sup>TH</sup> day of April, 2023, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED SIXTY NINE AND 50/100 DOLLARS (\$869.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

### \*RESOLUTION

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

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

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

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

10200 Bayo Ave, more particularly described as Lot 1, Block 9, Villa Lago Subdivision, City of El Paso, El Paso County, Texas, PID #V832-999-0090-0100

to be \$464.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the  $4^{TH}$  day of April, 2023, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTY FOUR AND 00/100 DOLLARS (\$464.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

8225 Catalpa Ln, more particularly described as Lot 15, Block 56, Cielo Vista Park Subdivision, City of El Paso, El Paso County, Texas, PID #C518-999-0560-4300

to be \$440.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11<sup>th</sup> day of April, 2023, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY AND 50/100 DOLLARS (\$440.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

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

### \*RESOLUTION

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

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

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

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

7339 Wisteria Ave, more particularly described as Lot 10, Block 12, Cedar Grove Park Subdivision, City of El Paso, El Paso County, Texas, PID #C301-999-0120-2800

to be \$678.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15<sup>TH</sup> day of September, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS (\$678.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

### \*RESOLUTION

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

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

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

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

5829 Chippendale Ave, more particularly described as Lot 1, Block 7, NORTHTOWNE VILLAGE #1 RPL A Subdivision, City of El Paso, El Paso County, Texas, PID #N490-999-0070-0150

to be \$421.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9<sup>th</sup> day of March, 2023, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY ONE AND 50/100 DOLLARS (\$421.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

# \*RESOLUTION

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

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

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

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

5340 Isaias Avalos Ln, more particularly described as Lot (5480.16 SQ FT), Block 31, SANDSTONE RANCH ESTATES #3 Subdivision, City of El Paso, El Paso County, Texas, PID #S138-999-0310-0300

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4<sup>TH</sup> day of APRIL, 2023, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

7356 Odell Ln, more particularly described as Lot 14 (8800 SQ FT), Block 5, Future Land Subdivision, City of El Paso, El Paso County, Texas, PID #F950-999-00050-1400

to be \$2968.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14<sup>TH</sup> day of April, 2023, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND NINE HUNDRED SIXTY EIGHT AND 50/100 DOLLARS (\$2968.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

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

### \*RESOLUTION

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

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

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

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

1731 Robert Wynn Dr, more particularly described as Lot 8 & S 3.47 FT OF 7 N 3 FT OF 9, Block 180, VISTA DEL SOL #32 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-1800-1500

to be \$354.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20<sup>th</sup> day of April, 2023, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY FOUR AND 00/100 DOLLARS (\$354.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

### \*RESOLUTION

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

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

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

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

208 Ward St, more particularly described as Lot 7(3537 SQ FT), Block 76-B, MAGOFFIN Subdivision, City of El Paso, El Paso County, Texas, PID #M028-999-076B-4300

to be \$404.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27<sup>th</sup> day of September, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FOUR AND 00/100 DOLLARS (\$404.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

1407 Montana Ave, more particularly described as Lot 7 & 8 & 42 & 43(12900 SQ FT), Block 70/71, FRANKLIN HEIGHTS Subdivision, City of El Paso, El Paso County, Texas, PID #F607-999-0700-1500

to be \$569.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21<sup>st</sup> day of October, 2022, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY NINE AND 00/100 DOLLARS (\$569.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

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

to be \$332.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of April, 2022, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS (\$332.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

# Goal 7: Enhance and Sustain El Paso's Infrastructure Network 7. \*R E S O L U T I O N

**WHEREAS**, on March 29, 2022, the City of El Paso ("City") awarded Contract No. 2022-0003 Janitorial Services Fire Facilities and NW Corral ("Contract") to the following vendor:

1 . Mirador Enterprises, Inc.

**WHEREAS**, pursuant to Part 4- Contract Clauses, Article 8, Section A of the Contract (Termination for Convenience) the City is authorized to terminate the Contract for convenience; and

**WHEREAS**, the City desires to terminate the Contract for convenience under the provisions of Part 4- Contract Clauses, Article 8, Section A of the Contract.

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

That the Managing Director of Purchasing & Strategic Sourcing is authorized to notify Mirador Enterprises, Inc. that the City is terminating Contract No. 2022-0003 Janitorial Services - Fire Facilities and NW Corral for convenience, pursuant to the provisions and requirements of Part 4 - Contract Clauses, Article 8, Section A of the Contract, and that the termination shall be effective as of July 16, 2024.

# 8. \*RESOLUTION

**WHEREAS**, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, the City of El Paso, as the Local Government, owns a bridge located at Alps Drive at Tobin Drainage Ditch, National Bridge Inventory (NBI) Structure Number 240720B02360001, State Control-Section-Job (CSJ) Number 0924-06-655; and

**WHEREAS**, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073, dated August 31, 2021; and

WHEREAS, the State and the City of El Paso executed an Advance Funding Agreement on February 17, 2023 to remedy the bridge at Alps Drive at Tobin Drainage Ditch, requiring a local match from the City of El Paso in the amount of \$31,500.00; and

**WHEREAS**, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP); and

**WHEREAS**, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0924-06-655; and

**WHEREAS**, any non-eligible items of work will be paid by the City of El Paso as the Local Government; and

**WHEREAS,** the State and the City of El Paso wish to amend the Advance Funding Agreement executed on February 17, 2023, to waive, in its entirety, the City of El Paso's local match requirement.

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

That the City of El Paso, as the Local Government, approves the execution of an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

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# 9. \*RESOLUTION

**WHEREAS**, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, the City of El Paso, as the Local Government, owns a bridge located at Concepcion Street at Franklin Canal, National Bridge Inventory (NBI) Structure Number 240720B15843001, State Control-Section-Job (CSJ) Number 0924-06-656; and

**WHEREAS,** a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073, dated August 31, 2021; and

**WHEREAS,** the State and the City of El Paso executed an Advance Funding Agreement on February 6, 2023 to remedy the bridge at Concepcion Street at Franklin Canal, requiring a local match from the City of El Paso in the amount of \$56,250.00; and

**WHEREAS**, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP); and

**WHEREAS**, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0924-06-656; and

**WHEREAS**, any non-eligible items of work will be paid by the City of El Paso as the Local Government; and

**WHEREAS,** the State and the City of El Paso wish to amend the Advance Funding Agreement executed February 6, 2023, to waive, in its entirety, the City of El Paso's local match requirement.

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

**THAT** the City of El Paso, as the Local Government, approves the execution of an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to

waive, in its entirety, the City of El Paso's local match requirement. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

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

**WHEREAS**, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, the City of El Paso, as the Local Government, owns a bridge located at Hollings Street South Bound at Tobin Drainage Ditch, National Bridge Inventory (NBI) Structure Number 240720B33040001, State Control-Section-Job (CSJ) Number 0924-06-657; and

**WHEREAS**, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073, dated August 31, 2021; and

**WHEREAS**, the State and the City of El Paso executed an Advance Funding Agreement on February 6, 2023 to remedy the bridge at Hollings Street South Bound at Tobin Drainage Ditch, requiring a local match from the City of El Paso in the amount of \$36,000.00; and

**WHEREAS**, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP); and

**WHEREAS**, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0924-06-657; and

**WHEREAS**, any non-eligible items of work will be paid by the City of El Paso as the Local Government: and

**WHEREAS,** the State and City of El Paso wish to amend the Advance Funding Agreement executed February 6, 2023, to waive, in its entirety, the City of El Paso's local match requirement.

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

**THAT** the City of El Paso, as the Local Government, approves the execution of an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

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

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11.	*Motion made, seconded, and unanimously carried to <b>RE-APPOINT</b> Holt Grambling to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leeser.					
Goal 6: Set the Standard for Sound Governance and Fiscal Management						
12.		*Motion made, seconded, and unanimously carried to <b>RE-APPOINT</b> Martha E. Piekarski to the Tax Advisory Committee by Mayor Oscar Leeser.				
Goal	l 8: Nurt	ure and Promote a Healthy, Sustainable Community				
13.	*Motion made, seconded, and unanimously carried to <b>RE-APPOINT</b> Lilia B. Limon to the Fair Housing Task Force by Mayor Oscar Leeser.					
14.		n made, seconded, and unanimously carried to <b>RE-APPOINT</b> Lisa Turner to the n's Rights Commission by Mayor Oscar Leeser.				
		CONSENT AGENDA – BOARD APPOINTMENTS:				
Goal	I 1: Crea	te an Environment Conducive to Strong, Sustainable Economic Development				
15.	*Motion made, seconded, and unanimously carried to <b>APPOINT</b> Elsa Borrego to the Committee on Border Relations by Mayor Oscar Leeser.					
Goal	l 8: Nurt	ure and Promote a Healthy, Sustainable Community				
16.	*Motion made, seconded, and unanimously carried to <b>APPOINT</b> Sandy Azcona to the Women's Rights Commission by Representative Joe Molinar, District 4.					
17.	*Motion made, seconded, and unanimously carried to <b>APPOINT</b> Angela C. Ochoa to the Fair Housing Task Force by Mayor Oscar Leeser.					
18.	*Motion made, seconded, and unanimously carried to <b>APPOINT</b> Mary Bardouche to the Animal Shelter Advisory Committee by Representative Henry Rivera, District 7.					
		CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:				
Goal 6: Set the Standard for Sound Governance and Fiscal Management						
19.	*Motio	n made, seconded, and unanimously carried to <b>APPROVE</b> the tax refunds listed below:				
	1.	Stewart Title, in the amount of \$2,844.41 made an overpayment on November 30, 2023 of 2023 taxes. (Geo. #L447-999-074D-0100)				
	2.	CoreLogic Solutions LLC, in the total amount of \$11,346.60 made an overpayment on December 06, 2022 and December 09, 2023 of 2022 and 2023 taxes. (Geo. # M329-999-0210-9300)				
	3.	First Light Federal Credit Union, in the amount of \$3,606.74 made an overpayment on January 23, 2024 of 2023 taxes. (Geo. #P863-999-0060-1700)				

**CONSENT AGENDA –NOTICE FOR NOTATION:** 

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

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\*Motion made, seconded, and unanimously carried to **NOTE** the P-Card Transactions for the period of May 21, 2024 - June 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

# CONSENT AGENDA -NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

21. \*Motion made, seconded, and carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Alan M. Serna in the amount of \$1,000.00 from The Law Office of Steve Ortega, PLLC.

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\*Motion made, seconded, and carried to **NOTE** pursuant to Section 2.92.080 of the City Code, 22. receipt of campaign contributions by Representative Cassandra Hernandez in the amount of \$1,000 from Bettina Olivares Campaign.

\*Motion made, seconded, and carried to **NOTE** pursuant to Section 2.92.080 of the City Code, 23. receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Dr. Richard Teschner.

# CONSENT AGENDA – BEST VALUE PROCUREMENTS:

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

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\*Motion made, seconded, and unanimously carried to AUTHORIZE the Managing Director of Purchasing & Strategic Sourcing to to issue a Purchase Order to Ace Government Services. LLC, referencing Contract 2022-0375 Janitorial Services - Police Facilities. This will be a change order to increase the award by \$162,202.50 for a total amount not to exceed \$2,058,116.70. This change order will add capacity to provide janitorial services for Eastside Regional Command Center, Fire Facilities and North West Corral.

Department: Streets & Maintenance

Award to: Ace Government Services, LLC

City & State: El Paso, Texas **Current Contract Estimated Amount:** \$1,895,914.20 Change Order Amount: \$ 162,202.50 Total estimated Amount not to Exceed: \$2.058.116.70

532-1000-522260-31040-P3120 Account(s):

Funding Source(s): General Fund

District(s): ΑII

This was a Best Value Bid Award - Unit Price Contract.

25. \*Motion made, seconded, and unanimously carried to AUTHORIZE the Managing Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Delta Unlimited, LLC dba Delta

Pest Control & Lawn Service referencing Contract 2019-869, Grounds Maintenance-City Facilities. This will be a change order to increase the award by \$6,950.00 resulting in a revised not to exceed total contract amount of \$1,042,003.00. This change order will add capacity to

provide grounds maintenance for Eastside Regional Command Center.

Department: Streets & Maintenance

Award to: Delta Unlimited, LLC dba Delta Pest Control &

Lawn Service

City & State: El Paso, Texas
Current Contract Estimated Amount: \$1,035,053.00
Change Order Amount: \$6,950.00
Total estimated Amount not to Exceed: \$1,042,003.00

Account(s): 532-1000-522260-31040- P3120

Funding Source(s): General Fund

District(s):

This was a Best Value Bid Award - Unit Price Contract.

26. \*Motion made, seconded, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Rio Valley BioFuels, LLC., Brewer Oil Co and James River Solutions, LLC referencing Contract 2020-166 Automotive Fuel - Unleaded. This will be a change order to increase the award by \$252,797.95 resulting in a revised not to exceed total contract amount of \$14,252,797.95. This change order will add

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capacity to provide unleaded fuel for Eastside Regional Command Center.

Department: Streets & Maintenance
Award to: Rio Valley Biofuels, LLC
City & State Anthony, New Mexico

Brewer Oil Co

Artesia, New Mexico

James River Solutions, LLC

Ashland, Virginia

Current Contract Estimated Amount: \$14,000,000.00 Change Order Amount: \$252,797.95 Total estimated Amount not to Exceed: \$14,252,797.95

Account(s): 532-3600-531240-37020-P3701

Funding Source(s): Internal Service Fund

District(s):

This was a Best Value Bid Award - Unit Price Contract.

### **CONSENT AGENDA – BIDS:**

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

\*Motion made, seconded, and unanimously carried to AUTHORIZE the Managing Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Pavement Marking LLC dba PMI Pavement Marking LLC, referencing Contract 2021-1263 Thermoplastic Striping. This will be a change order to increase the award by \$86,250.00 for a total amount not to exceed \$830,000.00. This change order will allow to continue the application of thermoplastic striping and markings on City owned right-of-way.

Department: Streets & Maintenance

Award to: Pavement Marking LLC dba PMI Pavement

Marking

City & State: El Paso, Texas Current Contract Estimated Amount: \$743,750.00

Change Order Amount: \$86,250.00 Total estimated Amount not to Exceed: \$830,000.00

Account(s): 532-1000-32020-522270-P3254

Funding Source(s): General Fund

District(s):

This was a Low Bid Award - Unit Price Contract.

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

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28. \*Motion made, seconded, and unanimously carried to AWARD Solicitation 2024-0247 Leashes and Collars (Re-Bid) to the following suppliers: 1) Campbell Pet Company, 2) Heather Collette Ivy dba A2Z Supplies for a total estimated amount of \$152,535.00. This contract will allow the Animal Services Department to provide leashes and collars for all animals in their care.

#### **Contract Variance:**

N/A

Department: Animal Services

Award to Supplier 1: Campbell Pet Company

City & State: Vancouver, WA

Item(s):1 & 2Initial Term:3 YearsOption Terms:N/ATotal Contract Time:3 YearsAnnual Estimated Award:\$39,600.00Initial Term Estimated Award:\$118,800.00Total Estimated Award:\$118,800.00

Award to Supplier 2: Heather Collette Ivy dba A2Z Supplies

City & State: El Paso, TX Item(s): 3 & 4 Initial Term: 3 Years Option Terms: 2 Years

Option Terms: 2 Years
Total Contract Time: 5 Years
Annual Estimated Award: \$6,747.00
Initial Term Estimated Award: \$20,241.00
Option Term Estimated Award: \$13,494.00
Total Estimated Award: \$33,735.00

Total Annual Estimated Award: \$46,347.00
Total Initial Term Estimated Award: \$139,041.00
Total Option Term Estimated Award: \$13,494.00
Total Estimated Award: \$152,535.00

Account(s) 225 - 2580 - 25120 - 531120 Funding Source(s): Animal Services Special Fund

District(s):

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Campbell Pet Company and Heather Collette Ivy dba A2Z Supplies the lowest responsive and responsible bidders.

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

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

# REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL: Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development 29. RESOLUTION

.....

**WHEREAS,** the National Association of Latino Elected & Appointed Officials ("NALEO") is a diverse non-partisan organization that holds an annual conference which includes professional development sessions taught by many of the nation's leading subject matter experts designed to enhance policymakers' governance skills and understanding of critical policy issues; and

**WHEREAS**, the NALEO held its 41st annual conference in Las Vegas, Nevada from June 18th through June 20th, 2024 ("Conference"); and

**WHEREAS,** on March 26, 2024 City Council of the City of El Paso approved a resolution providing an allocation of up to \$5,000 from District 5's discretionary funds to fund the attendance and participation of District 5 employees to the Conference; and

WHEREAS, the cost of the attendance to the Conference exceeded the previously allocated amount; and

WHEREAS, District 5 has requested that City Council approve the additional amount of Discretionary funds required to cover the full cost of attendance to the Conference having previously found that the expenditure of District 5 discretionary funds serves a municipal purpose of setting the standard for sound governance and fiscal management, as well as cultivating an environment conducive to strong economic development.

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

That the City Council declares that the previously approved expenditure of District 5 discretionary funds be revised to an amount not to exceed \$5,158.32 which will pay for the full cost of attendance and participation of District 5 employees in NALEO's 41st annual conference; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any related agreements, amendments to such agreements and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

Representative Salcido commented.

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

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

NAYS: None

.....

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

.....

**30. ITEM**: Discussion and action to direct the City Attorney to prepare an ordinance ordering an election on the November 5, 2024 uniform election date to permit voters to determine whether to revoke the City's authority to issue the 2012 Quality of Life bonds that have not yet been sold or delivered; and to direct the City Manager and City Attorney to undertake all actions necessary to defease and/or redeem all or a portion of the outstanding 2012 Quality of Life bonds issued to fund the Multipurpose Performing Arts and Entertainment Facility project.

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

The following City staff members commented:

- Ms. Kristen Hamilton-Karam, Deputy City Attorney
- Ms. Laura Prine, City Clerk
- Ms. Laura Cruz-Acosta, Strategic Communications Director
- Mr. Cary Westin, Interim City Manager
- Mr. Robert Cortinas, Chief Financial Officer
- Ms. Karla Nieman, City Attorney

Representative Canales submitted an opinion article published on July 14, 2024, on El Paso Matters titled *Ask El Paso voters if they still want a Downtown Venue* attached to the minutes as Appendix A.

The following members of the public commented:

- 1. Ms. Jeri Hallberg-Harmon
- 2. Mr. Joe Gudenrath submitted statement in opposition of the item
- 3. Ms. Carmen Rodriguez submitted a statement in opposition of the item

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

Motion made by Representative Salcido, seconded by Representative Acevedo, to **POSTPONE** the item for **TWO WEEKS**.

AYES: Representatives Acevedo, Hernandez, and Salcido

NAYS: Representatives Kennedy, Molinar, Fierro, Rivera, and Canales

THE MOTION FAILED.

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

Motion made by Representative Canales, seconded by Representative Kennedy, and carried to **DIRECT** the City Attorney to prepare an ordinance ordering an election on the November 5, 2024 uniform election date to permit voters to determine whether to revoke the City's authority to issue the 2012 Quality of Life bonds that have not yet been sold or delivered; and to **DIRECT** the City Manager and City Attorney to undertake all actions necessary to defease and/or redeem all or a portion of the outstanding 2012 Quality of Life bonds issued to fund the Multipurpose Performing Arts and Entertainment Facility project.

AYES: Representatives Kennedy, Molinar, Fierro, Rivera, and Canales NAYS: Representatives Acevedo, Hernandez, and Salcido **REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:** ..... Goal 6: Set the Standard for Sound Governance and Fiscal Management ..... 31. Presentation by Strategic and Legislative Affairs and the National Renewable Energy Laboratory (NREL) on an awarded U.S. Department of Energy (DOE) Communities Local Energy Action Program (LEAP) Technical Assistance Grant and upcoming energy resilience projects. Mr. Omar Martinez, Assistant Director of Legislative Affairs, introduced the item. Mr. Ismael Mendoza, NREL Researcher, presented a PowerPoint presentation (copy on file in the City Clerk's Office). Representatives Hernandez and Canales commented. NO ACTION was taken on this item. 32. Presentation by Focused Advocacy on policy developments leading up to the 89th Texas Legislative Session. Ms. Jasmin Flores, Storyteller, introduced the item. The following representatives from Focused Advocacy presented a PowerPoint presentation (copy on file in the City Clerk's Office): Mr. Snapper Carr, Partner and General Counsel Ms. Lynlie Hurd, Legislative and Regulatory Counsel Mayor Leeser and Representatives Acevedo and Fierro commented. NO ACTION was taken on this item. CALL TO THE PUBLIC - PUBLIC COMMENT: The following members of the public commented: 1. Ms. Elizabeth Crawford 2. Mr. Ron Comeau **REGULAR AGENDA – FIRST READING OF ORDINANCES:** ..... Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried that the following Ordinance having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing. AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Fierro, Rivera, and Canales NAYS: None NOT PRESENT FOR THE VOTE: Representative Salcido

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

33. An Ordinance changing the zoning of the following real property known as: Parcel 1: 52.17 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033 Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from R-3 (Residential) and R-F (Ranch and Farm) to C-4 (Commercial); and, Parcel 2: 9.72 Acre portion out of a 381.90 Acre Tract described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas, being Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to C-2 (Commercial); and, Parcel 3: 15.00 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3,Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to A-O (Apartment/Office), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

.....

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

Subject Property: Joe Battle Boulevard and North of Pellicano Drive Applicant: County of El Paso, PZRZ23-00018

# PUBLIC HEARING WILL BE HELD ON AUGUST 13, 2024

.....

34. An Ordinance granting a Special Privilege License to EPT Montecillo I-10 Development, LLC to permit the construction, installation, maintenance, use, and repair of a surface encroachment for two (2) Art Sculptures and Ancillary Items over City right-of-way at the roundabout intersection located at Vin Rambla Drive and Vin Roda Drive, additionally, this ordinance encompasses the placement of twenty three (23) wayfinding signs and nine (9) electric meters at various locations within the Montecillo Development; setting the license term fora term of ten years (10) with one (1) renewable ten (10) year term.

Location: Vin Rambla Drive and Vin Roda Drive, and various locations within the Montecillo Development

Applicant: EPT Montecillo I-10 Development, LLC, PSPN23-00007

## PUBLIC HEARING WILL BE HELD ON JULY 30, 2024

**35.** An Ordinance changing the zoning of Lot 3, Block 1, Coronado del Sol, City of El Paso, El Paso County, Texas, from R-3 (Residential) and R-5/sc (Residential/special contract) to A-3 (Apartment) and A-3/sc (Apartment/special contract), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Mesa Hills and Northwest of Sunland Park Applicant: Housing Authority of the City of El Paso, PZRZ24-00002

## PUBLIC HEARING WILL BE HELD ON SEPTEMBER 10, 2024

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

**36.** An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Ignacio Villanueva Macias, to the following and described parcel:

Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas.

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

# **PUBLIC HEARING WILL BE HELD ON JULY 30, 2024**

# REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

.....

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

37. ITEM: Discussion and action on the award of Task Order #8K-1 for Solicitation Horizontal

Construction Improvements 2024-0397 to Keystone GC, LLC., for a total estimated award of \$611,979.21 to develop an accessible pathway from deactivated bus stops to active bus stops.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Fierro, and unanimously carried to **AWARD** Task Order #8K-1 for Solicitation Horizontal Construction Improvements 2024-0397 to Keystone GC, LLC., for a total estimated award of \$611,979.21 to develop an accessible pathway from deactivated bus stops to active bus stops.

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

NOT PRESENT FOR THE VOTE: Representative Salcido

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38. Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried to **AWARD** Solicitation 2024-0380 Hondo Pass Citizen Collection Station to MIRADOR ENTERPRISES, INC., for a total estimated award of \$3,929,850.00. This contract will be used for the construction of a drop-off location for household waste, hazardous material, bulky items and recyclables.

Department: Capital Improvement

Award to: MIRADOR ENTERPRISES, INC.

City & State: El Paso, TX

Item(s): All

Contract Term: 295 Consecutive Calendar Days

Base Bid I: \$3,929,850.00
Total Estimated Award: \$3,929,850.00

Account(s): 334-3150-34100-580270- PESD00210

Funding Source(s): Environmental Services Department Fiscal Year 21 Capital

**Projects** 

District(s):

This was a Competitive Sealed Proposal Procurement lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MIRADOR ENTERPRISES, INC., the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

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39. Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to AUTHORIZE the Managing Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Rio Valley Biofuels, LLC referencing Contract 2022-0724 Automotive Fuel - Diesel. This will be a change order to increase the award by \$1,013,607.00 resulting in a revised not to exceed total contract amount of \$10,613,607.00. This change order will add capacity to provide diesel for Eastside Regional Command Center.

Department: Streets & Maintenance
Award to: Rio Valley Biofuels, LLC

City & State: El Paso, Texas
Current Contract Estimated Amount: \$ 9,600,000.00
Change Order Amount: \$ 1,013,607.00
Total estimated Amount not to Exceed: \$10,613,607.00

Account(s): 532-3600-531240-37020-P3701

Funding Source(s): Internal Service Fund

District(s):

This was a Best Value Bid Award - Markup Contract.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

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

40. Motion made by Representative Fierro, seconded by Representative Molinar, and unanimously carried to **AWARD** Solicitation 2024-0285 Janitorial ervices to Ace Government Services, LLC for an initial three (3) year term for an estimated amount of \$1,256,958.00. The total value of the contract is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$2,094,930.00. This contract will provide daily janitorial services across multiple clinics and office locations for the Department of Public Health.

### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$566,735.40 representing an 82.11% increase due to changes to cleaning hours and changes to hourly rates.

Department: Public Health

Award to: Ace Government Services LLC

City & State: El Paso, Texas

Item(s):

Initial Term: 3 Years
Option Term: 2 Years
Annual Estimated Award: \$418,986.00
Initial Term Estimated Award: \$1,256,958.00
Option Term Estimated Award: \$837,972.00
Total Estimated Award \$2,094,930.00

Account(s) 341-1000-41160-522060 341-1000-41130-522060

341-2140-41240-522060-P41A-GT4124GAF 341-2140-41240-522060-P41NE-GT4124GAF 341-2235-41355-522060-PHS13-G21CSLFRF 341-2235-41355-522150-PHS17-G21CSLFRF

Funding Source(s): General Fund, Public Health Grants and COVID Relief

Fund

District(s):

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

The Purchasing & Strategic Sourcing Department and Department of Public Health recommend award as indicated to Ace Government Services LLC the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem Professional Janitorial Service of El Paso dba PJS of El Paso as nonresponsive due to failure to fulfill requirements on the bid form and Amanda Pauline Nyser dba Axiom Enterprise Solutions LLC and Technologies Link Business and Service Corporation as nonresponsive and nonresponsible due to failure of submitting the required surety letter.

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

\_\_\_\_\_

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

41. ORDINANCE 019654

The City Clerk read an ordinance entitled: AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO VTRE DEVELOPMENT, LLC FOR THE PURCHASE PRICE OF \$18,720,000. SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF LOT 1, BLOCK 1, EL PASO WEST, AS FILED IN BOOK 57, PAGE 5 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS.

Mayor Leeser and Representatives Kennedy, Acevedo, and Salcido commented.

Mr. Cary Westin, Interim City Manager, commented.

Mr. Chris McCluskey, VTRE's Executive Vice President of Development, commented.

The following members of the public commented:

- 1. Mr. Stuart Shiloff
- 2. Mr. Rick Bonart
- 3. Mr. Richard Dayoub submitted a statement in opposition of the item on behalf of Mr. Frank Adams, River Oaks Properties President

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

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

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

NAYS: Representative Salcido

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

REGULAR AGENDA – OTHER BUSINESS:

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

42. RESOLUTION

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

That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate the Zoo Fund Program (the "Program") to provide fundraising support to the El Paso Zoo (the "Zoo"), and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Zoo for a term of five (5) years and shall automatically renew for additional one (I) year periods with a limit of five (5) additional periods.

Mr. Joe Montisano, Zoo Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Hernandez commented.

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

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

NAYS: Representatives Kennedy and Acevedo

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

# 43. RESOLUTION

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

**THAT** the City of El Paso supports the Application by the Paso del Norte Community Foundation (PDNCF) and University of Texas at El Paso (UTEP) to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change grant program requesting funds in the amount of \$19,300,000.00 for the Strategy 1: Energy-Efficient, Healthy, Resilient Housing and Buildings and Strategy 2: Outdoor Air Quality and Community Health Improvement Project ("Application");

**THAT** the City of El Paso City Council authorizes support from City of El Paso in planning and implementation activities, with no match required from the City;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application, after consultation with the City Attorney's Office;

**THAT** the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

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

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

NAYS: None

# 44. RESOLUTION

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**WHEREAS**, Housing Authority of the City El Paso (HOME) is applying to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change Grant Program requesting funds in the amount of \$20,000,000.00 for development and renovation of low-income housing through a third phase of construction at Patriot Place ("Application"); and,

**WHEREAS**, the stated purpose of the Community Change Grant is to "support comprehensive community and place-based approaches to redressing environmental and climate injustices for communities facing legacy pollution, climate change, and persistent disinvestment;" and,

**WHEREAS**, a successful application to the Community Change Grant Program requires a partnership agreement between a community-based organization and a Statutory-Partner, such as a local government agency; and,

**WHEREAS**, for this application Home will serve as the Statutory-Partner and the Lead Applicant, and the City will participate as a collaborating entity; and;

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

**THAT**, the El Paso City Council authorizes support from City of El Paso in planning and implementation activities, with no match or direct costs incurred from the City; and,

**THAT**, the El Paso City Council has determined that supporting HOME's application for the Community Change Grant through project planning, public outreach, and community engagement is a valid public purpose; and

**THAT,** the City Manager, or designee, is authorized to sign any documents in support for the proper submission of the Application, after consultation with the City Attorney's Office; and,

**THAT**, the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

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

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

Motion made by Representative Salcido, seconded by Representative Molinar, and unanimously carried to ADJOURN this meeting at 12:56 p.m.

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

APPROVED AS TO CONTENT:

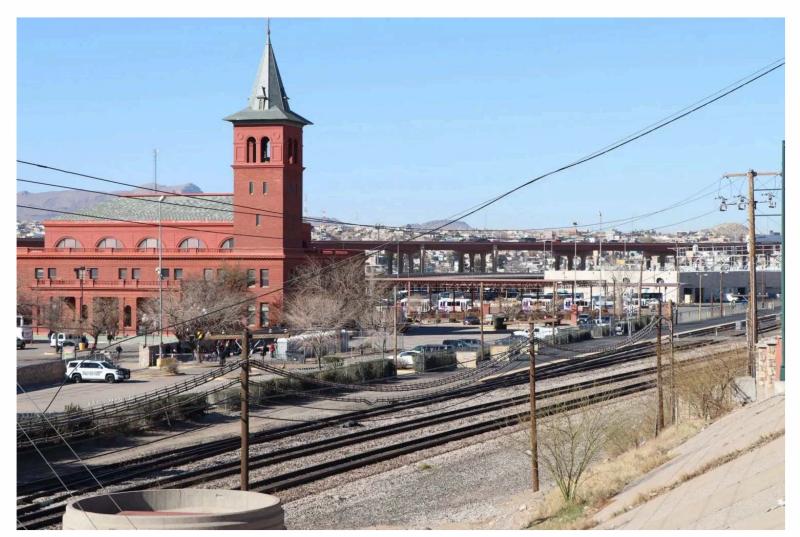
# **EL PASO MATTERS**

### **COMMENTARY**

# Opinion: Ask El Paso voters if they still want a Downtown venue



by **Special to El Paso Matters** July 14, 2024

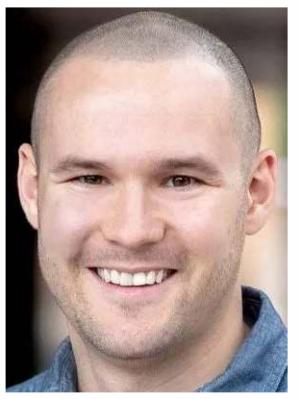


The Union Depot area is the most recent proposed site of a long-delayed multipurpose venue for Dowtown El Paso approved by voters in 2012. (Ramon Bracamontes/El Paso Matters)

# By city Rep. Chris Canales

Joined by city representatives Brian Kennedy and Art Fierro, I placed an item on the agenda for Tuesday's City Council meeting calling for a proposition on the ballot in the November 2024 election to ask voters if they want

to revoke the city's authority to issue bonds for the Multipurpose Performing Arts and Entertainment Facility (commonly called the "Downtown arena" or the "MPC"), effectively ending the project.



Chris Canales

concept.

The MPC's proposed Downtown location is in my district, so I feel the need to explain why we think this is an important question to pose to El Paso's voters.

Bond laws are complex, but the City Council has the legal option to make this decision ourselves without an election, to choose not to issue these bonds and abandon the project due to a material change in circumstances. Instead, I feel it is appropriate to ask El Pasoans how they want to proceed.

Voters have been waiting 12 long years since the passage of the 2012 quality of life bond election for some resolution on the MPC project, and after so much time they should have their voices heard again at the ballot box.

This is a project that the current City Council should never have even inherited. In the 12 years since the MPC project was first approved, the project has, through a series of high profile headwinds and hangups, morphed into something that no longer resembles the initial

The reality now, in 2024, is that there is nowhere near the amount of funding required to deliver an "arena" – a project of that scale would cost something in the range of \$400-\$500 million, not the \$128 million remaining in unsold bonds.

Even the \$128 million in new debt would exert significant pressure on the city's tax rate for years to come. While the city of El Paso is doing better than many peer cities in our recovery from the economic difficulties caused by the COVID-19 pandemic, that recovery is still in progress. Our citizens are still feeling the impact in the form of inflation and increased cost of living.

This raises the vital question of whether the timing is right for such a sizable debt-funded project. That question is one that I think the city must now pose to the public, which is why we are proposing this for inclusion on the ballot in November.

I won't say that the proposal of the MPC project was the wrong decision in 2012. The economic context was very different more than a decade ago, and a whole lot of socioeconomic upheaval has happened since then.

I also won't say that building a large entertainment venue in Downtown would definitely be a bad idea for El Paso's post-recovery future. Just as the context has changed since 2012, it will continue to change with the march of time, and there may be a future in which the idea of a Downtown arena can be reconceptualized, realistically priced out, and proposed to the voters again as a far more complete package, including a specific location.

That option is far better than continuing to modify the existing project again and again to the point where it is no longer recognizable or even wanted by its original supporters.

If a Downtown arena is desired in the future, El Pasoans deserve to make a decision about such a large project with full knowledge of what will be developed, the potential benefits and challenges, and of course the real cost to the taxpayers.

I don't want to presume that the proposition on the ballot will pass and the MPC project in its current iteration will be ended. There is of course the possibility that the public will choose not to revoke the city's bonding authority for the project, implicitly saying that the project should move forward.

There is a current proposal to build an 8,000 capacity indoor/outdoor hybrid venue next to the Union Depot rail station that admittedly wasn't very popular. After years of prior city councils pivoting and studying alternatives, I believe that this proposal is the most viable option if the project does move forward, but I know many others do not agree.

If the City Council doesn't pass this agenda item, or if the voters don't ultimately pass the proposition, I'm sure there will still be plenty of discussion about what direction to go in next. We will cross that bridge if we come to it, or more aptly if the voters lead us to it.

Chris Canales has served as city representative for District 8 on the El Paso City Council, which includes Downtown, since January 2023.

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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

# AGENDA REVIEW MINUTES COUNCIL CHAMBERS AND VIRTUALLY CITY HALL, 300 N. CAMPBELL July 15, 2024 9:00 A.M.

The City Council met at the above place and date. Meeting was called to order at 9:00 a.m. Mayor Oscar Leeser was present and presiding. The following Council Members answered roll call: Brian Kennedy, Joe Molinar, Isabel Salcido, and Henry Rivera. Late arrivals: Josh Acevedo at 9:04 a.m., Chris Canales at 9:07 a.m., Art Fierro at 9:08 a.m., and Cassandra Hernandez at 9:13 a.m.				
The agenda items for the July 16, 2024 Regular City Council Meeting were reviewed.				
41. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES				
An Ordinance authorizing the conveyance of real property owned by the City of El Paso to VTRE Development, LLC for the purchase price of \$18,720,000. Such real property legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, Page 5 of the plat records of El Paso County, Texas.				
Mayor Leeser and Representative Salcido questioned the following City staff member:				
Ms. Karina Brasgalla, Economic and International Development Interim Director				
Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to <b>ADJOURN</b> this meeting at 9:26 a.m.				
AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Fierro, Rivera, and Canales NAYS: None NOT PRESENT FOR THE VOTE: Representative Molinar				
APPROVED AS TO CONTENT:				
Laura D. Prine, City Clerk				

OSCAR LEESER MAYOR

CARY WESTIN
INTERIM CITY MANAGER



# BRIAN KENNEDY, DISTRICT 1 JOSH ACEVEDO, DISTRICT 2 CASSANDRA HERNANDEZ, DISTRICT 3 JOE MOLINAR, DISTRICT 4 ISABEL SALCIDO, DISTRICT 5 ART FIERRO, DISTRICT 6

CITY COUNCIL

HENRY RIVERA, DISTRICT 7 CHRIS CANALES, DISTRICT 8

# CITY COUNCIL WORK SESSION MINUTES July 15, 2024 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:05 A.M.

The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:26 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, Isabel Salcido, Art Fierro, Henry Rivera, and Chris Canales. Late arrival: Joe Molinar at 9:27 a.m.

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# **AGENDA**

1. Presentation and update on El Paso Animal Service's relocation to 5625 Confetti (Morehead).

Mr. Terry Kebschull, Animal Services Director, presented a PowerPoint presentation (copy on

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

Mr. Cary Westin, Interim City Manager, commented.

Mr. Ron Comeau, citizen, commented.

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

file in the City Clerk's Office).

\_\_\_\_\_

# **EXECUTIVE SESSION**

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 9:55 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY

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

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 12:21 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Hernandez, Molinar, Salcido, and Rivera

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Kennedy, Acevedo, Fierro, and Canales

.....

**EX1.** Joseph Pickett v. City of El Paso; 384th District Court; Cause No. 2020DCV3514 (551.071)

Mayor Leeser and Representative Kennedy were not present in Executive Session for this item.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried that the City Attorney is authorized to **DENY** the Settlement Demand in Joseph C. Pickett vs. City of El Paso, Texas in Matter Number 2020DCV3514, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representative Acevedo, Hernandez, Molinar, Salcido, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Kennedy and Fierro

FV2 FI Dana Francis Detirement Trust Agreement for Administrative Company (FF4 074)

**EX2.** El Paso Employees' Retirement Trust Agreement for Administrative Services (551.071)

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera and unanimously carried that the City Attorney's Office, in consultation with the City Manager, to be **AUTHORIZED** to accept payment regarding the City of El Paso Employees Retirement Trust Reimbursement Claim, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representative Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

**EX3.** United States of America v. City of El Paso; United Road Towing, Inc., d/b/a UR Vehicle Management Solutions; and Rod Robertson Enterprises, Inc; Cause No.3:23-cv-00044; Matter 20-10260-10714 (551.071)

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido, and unanimously carried that the City Attorney's be **AUTHORIZED** to engage in settlement negotiations and/or settle the matter of City of El Paso, Texas; United Road Towing, Inc. d/b/a UR Vehicle Management Solutions; and Rod Robertson Enterprises, Inc., in Matter Number 3:23-cv-00044-LS, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representative Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

.....

**EX4.** Application of El Paso Electric Company to Update Schedule No. COVID-19 in Compliance with Docket No. 52195 - PUC#548122; HQ#UTILITY-5 (551.071)

Representative Acevedo verbally disclosed a \$750 contribution received from El Paso Electric Political Action Committee.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido, and unanimously carried that the City Attorney, in consultation with the City Manager, be **AUTHORIZED** to file a motion for rehearing in the *Application of El Paso Electric Company to Update Schedule No. Covid-19*, with the Public Utility Commission of Texas, under Docket No.

54812, in Matter Number UTILITY-5, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority. AYES: Representative Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales NAYS: None Discussion on purchase, exchange, lease, or value of real property located in Northwest El EX5. Paso HQ#24-2106 (551.072) **NO ACTION** was taken on this item. ..... Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to **ADJOURN** the meeting at 12:26 p.m. AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera and Canales NAYS: None APPROVED AS TO CONTENT: Laura D. Prine, City Clerk

# Legislation Text

File #: 24-61, Version: 1

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

# **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

# **AGENDA LANGUAGE:**

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

# El Paso, TX

# **Legislation Text**

File #: 24-989, 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**

Airport, Tony Nevarez, (915) 212-7325

#### AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located in the vicinity of El Paso International Airport, said easement more particularly described as:

A portion of Lot 2, Block 2, Butterfield Trail Aviation Park Unit Two Replat "C" as recorded in Document No. 20200101637, El Paso County Plat Records, more particularly described on Exhibit "A", more commonly referred to as 3640 Global Reach, El Paso Texas.

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

**DEPARTMENT:** Aviation

AGENDA DATE: 7/16/2024

**PUBLIC HEARING DATE: N/A** 

CONTACT PERSON NAME AND PHONE NUMBER: Tony Nevarez, 915-212-7325

DISTRICT(S) AFFECTED: ALL

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

SUBGOAL:

# SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located in the vicinity of El Paso International Airport, said easement more particularly described as:

A portion of Lot 2, Block 2, Butterfield Trail Aviation Park Unit Two Replat "C" as recorded in Document No. 20200101637, El Paso County Plat Records, more particularly described on Exhibit "A", more commonly referred to as 3640 Global Reach, El Paso Texas.

### **BACKGROUND / DISCUSSION:**

The easement is needed to support their operation.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

**DEPARTMENT HEAD:** 

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

Tony Nevarez, Interim Aviation Director

# RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Overhead Electrical Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as:

<u>=</u>		Butterfield Trail Aviation Park Unit Two Replat "C" 20200101637, El Paso County Plat Records.		
APPROVED this	day of	2024.		
		CITY OF EL PASO:		
ATTEST:		Oscar Leeser Mayor		
Laura D. Prine City Clerk				
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:  Source Brooks  APPROVED AS TO CONTENT:  for		
Leslie B. Jean-Pierre Assistant City Attorney		Juan Antonio Nevarez, CM, ACE, IACE Interim Director of Aviation		

THE STATE OF TEXAS	§	
	§	OVERHEAD ELECTRICAL EASEMENT
COUNTY OF EL PASO	§.	

For and in consideration of the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the <u>City of El Paso</u> (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an overhead electric system consisting of any and all necessary poles, cables, lines, wires, crossarms, guys and anchors for an above ground electric distribution and/or transmission system, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

A portion of Lot 2, Block 2, Butterfield Trail Aviation Park Unit Two Replat "C" as recorded in Document No. 20200101637, El Paso County Plat Records and more particularly shown on Exhibit "A" which is attached hereto and incorporated herein for all purposes.

With the right to trim any trees and flora around said electrical facilities so as to keep the electrical facilities cleared and to do anything proper and necessary to operate and maintain same.

This easement shall be for the term of Grantee's franchise and any extension and renewal thereof by the Grantor. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantee's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such

easement. Grantee shall promotly restore to as good condition as before working thereon, and to the reasonable satisfaction of the Grantor all streets excavated by it. Grantee may, from time to time and as may be required by prudent utility practices in connection with the construction, maintenance, or repair of its facilities, restrict access to or interfere with the use of Grantor's structures(s) or tangible personal property located on or in the vicinity of the easement. In such event, Grantee shall endeavor to provide Grantor reasonable written notice of any such restriction or interference and shall use commercially reasonable efforts to coordinate its activities with Grantor so as to minimize the duration and extent of such restriction or interference. The preceding sentence notwithstanding, certain events or circumstances may occur or arise that require Grantee to take immediate action to address imminent public safety concerns, the integrity of Grantee's facilities or system, or the reliability of service provided by Grantee. Under such or similar exigencies, Grantee shall provide Grantor notice of any restrictions or interference as soon as reasonably practicable and shall use commercially reasonable efforts to minimize the duration and extent of such restriction or interference. Grantee agrees to call for utility spotting by a third party prior to any excavation by Grantee in the easement.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted. Grantor agrees not to erect permanent structures or obstruct access in, over, or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's underground facilities from excessive erosion due to flood run-off.

Should Grantee abandon the easement, then the easement hereinabove described shall revert to Granter or its successors and assigns. Such abandonment shall be conclusively presumed following non-use by the Grantee for one year and with use not being resumed within sixty (60) days following receipt of notice of abandonment from Granter to Grantee, and on such abandonment, Grantee will then execute any and all necessary documents to evidence such abandonment.

Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

# WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below. GRANTOR: THE CITY OF EL PASO Cary Westin Interim City Manager APPROVED AS TO FORM: APPROVED AS TO CONTENT: Leslie B. Jean-Pierre Assistant City Attorney Intering Aviation Director ACKNOWLEDGMENT THE 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. Notary Public in and for the State of Texas The above instrument, together with all conditions thereto is hereby accepted on the date entered below. GRANTEE: EL PASO ELECTRIC COMPANY Aurea D. Garcia Printed Name: Title: Supervisor - Land Management **ACKNOWLEDGMENT** THE STATE OF TEXAS § **COUNTY OF EL PASO §** This instrument was acknowledged before me on the 28th day of May Aurea D. Garcia as Supervisor - Land Management of El Paso Electric Company, on behalf of the El Paso Electric Company, a Texas corporation. ROBERT L. RAMIREZ

ID #126399574

January 26, 2026

Commission Expires

3

Notary Public in and for

the State of Texas

### EPIA Addendum to EPEC Easement - FAA

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises comprising the easement are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

- 1. A. The Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) in the event facilities are constructed, maintained, or otherwise operated on the property described in this easement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Grantee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix C of Appendix 4]
- 2. A. The Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Grantee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.
- B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix D of Appendix 4]

- 3. A. During the term of this easement, Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
  - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage
    and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act
    of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of
    the terms —programs or activities to include all of the programs or activities of the
    Federal-aid recipients, sub-recipients and contractors, whether such programs or activities
    are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, Grantor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E of Appendix 4]



ROMAN BISTILLOS, P.E.

SERGIO J. ADAME P.E. Vice President - Engineering AARON ALVARADO, R.P.L.S. Vice President Surveying

> HECTOR MARTINES, P.E. Associate Partner

180E Reg. Ho. 1 737 TBPL5 Reg. No. 101314-00

# METES AND BOUNDS DESCRIPTION

"E.P.E.C. EASEMENT"

A 0.1338 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lot 2, Block 2, Butterfield Trail Aviation Park Unit Two Replat "C" as recorded in Document No. 20200101637, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a city monument found along the monument line of Global Reach Drive, said monument line being located 15 feet east of the centerline of said Global Reach Drive right-of-way (120 feet wide), WHENCE, a city monument found along said monument line located northwesterly 438.38 feet from the point of tangency along said monument line bears, North 26°09'36" West, a distance of 2,755.75 feet; THENCE, leaving said monument line, North 18°52'13" East, a distance of 2,461.06 feet to a chiseled "X" set in concrete for the northwesterly corner and the POINT OF BEGINNING of the parcel herein described;

THENCE, North 89°27'29" East, a distance of 79.11 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set on the east boundary line of said Lot 2 for the northeasterly corner of the parcel herein described;

THENCE, following the east boundary line of said Lot 2, South 00°57'12" East, a distance of 25.00 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described; WHENCE, an aluminum cap stamped "Fort Bliss Coner Number 1A-11" found bears, North 89°59'19" East, a distance of 1.16 feet;

THENCE, leaving the east boundary line of said Lot 2, South 89°27'29" West, a distance of 67.11 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 00°57'12" East, a distance of 320.87 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for the southeasterly corner of the parcel herein described;

THENCE, South 89°02'48" West, a distance of 12.00 feet to a chiseled "X" set in concrete for the southwesterly corner of the parcel herein described;

THENCE, North 00°57'12" West, a distance of 345.96 feet to the POINT OF BEGINNING.

Said parcel containing 0.1338 acres (5,829.0 square feet), more or less, and being subject to all eastments, restrictions and covenants of record.

Aaron Alvarado, TX R. P. L. S. No. 6223

Date: May 08, 2024

05347-057-EPEC EASE-L2-BTAPU2REPC-DESC

417 Executive Center Blvd. + El Pago Teras 79907 + 1 (315) 542-4900 + 7 (315) 542 7 (315) 542 7 (315)

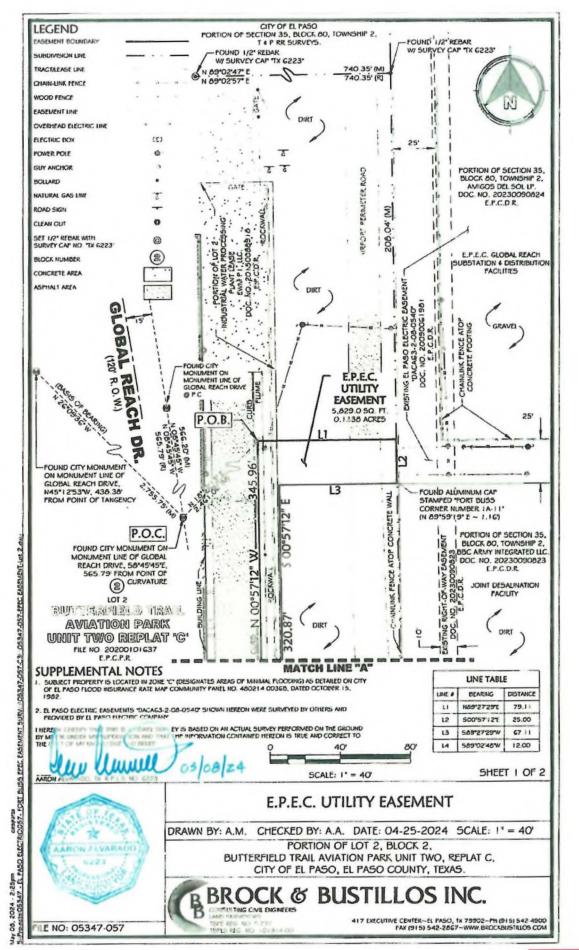


EXHIBIT "A-2"

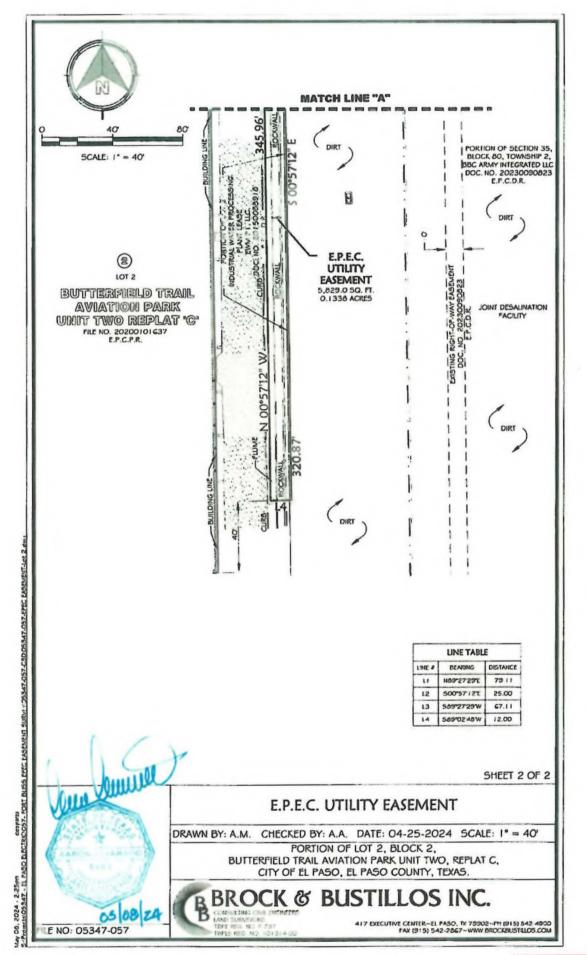


EXHIBIT "A-3"

# El Paso, TX

# Legislation Text

File #: 24-991, 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**

Airport, Tony Nevarez, (915) 212-7325

#### AGENDA LANGUAGE:

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

A Resolution that the Director of Aviation or designee be authorized to submit a minor boundary modification/subzone expansion application with all supporting documents, and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel:

1601 N. Fabens Road, Fabens, El Paso County, Texas 79838, Subdivision L University lands

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

**DEPARTMENT:** Aviation

AGENDA DATE: July 30, 2024

**PUBLIC HEARING DATE: N/A** 

CONTACT PERSON NAME AND PHONE NUMBER: Tony Nevarez, (915) 212-7301

**DISTRICT(S) AFFECTED: All** 

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

SUBGOAL: 1

#### **SUBJECT:**

A Resolution that the Director of Aviation or designee be authorized to submit a minor boundary modification/subzone expansion application with all supporting documents, and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel:

1601 N. Fabens Road, Fabens, El Paso County, Texas 79838, Subdivision L University lands

#### **BACKGROUND / DISCUSSION:**

Foreign Trade Zone 68 currently has 3448 acres designated as FTZ authorized land in the City of El Paso. These are parcels of land that are strategically located throughout El Paso covering industrial parks and stand-alone facilities.

The Minor Boundary Modification/Sub Zone Expansion will add the above listed parcel of land to the FTZ designated boundaries for the City of El Paso. This location is not currently in the FTZ 68 designated boundaries, so we will submit a standard Minor Boundary Modification/Sub Zone Expansion to the Foreign Trade Zones Board, US Department of Commerce, Washington, D.C., for their approval. This parcel is located in El Paso County (Precinct 3), El Paso Community College (District 7), the Fabens Independent School District, and the Lower Valley Water District.

The City of El Paso has a grant authority to establish, operate, and maintain FTZ 68 in the El Paso County. The City of El Paso is known as the Grantee of FTZ 68, which is operated through the Aviation Department's FTZ Administrative office. The zone helps expedite and encourage foreign commerce in the El Paso region and desires to add these parcels into FTZ boundaries through a minor boundary modification process with the US Foreign Trade Zones Board, US Department of Commerce.

SNRA Commodities is a pecan producer that processes shelled and unshelled pecans, both imported and domestically produced. The unshelled pecans are processed to have the shells removed and to filter the pecans to eliminate the waste from the meat of the pecans. Some of the pecans are oil roasted on the site. These pecans are shipped to US and foreign customers.

The Minor Boundary Modification/SubZone Expansion is a standard process for the City of El Paso and the Foreign Trade Zones Board to keep the FTZ designated boundaries viable for industry, trade, and commerce. We have performed this process multiple times over the past few years.

El Paso City Council approves the minor boundary modification/subzone expansion, as the Grantee owner of FTZ 68. Once the El Paso City Council approves moving forward with this resolution, we will secure supporting letters from each of the taxing entities and US Customs and Border Protection. Once coordination with the affected taxing entities, FTZ 68 will submit the MBM application to the Foreign Trade Zones Board in Washington, D.C. for final approval. The taxing entities are the El Paso County, El Paso Community College, the Fabens Independent School District, and the Lower Valley Water District.

Attachment B shows the location of the parcel in relation to other FTZ 68 boundaries. Attachment C shows the location of the parcel with its associated streets. (No attachment A)

#### PRIOR COUNCIL ACTION:

The Council has approved multiple Minor Boundary Modifications/SubZone Expansion in the past for other companies and locations in the city of El Paso.

AMOUNT AND SOURCE	OF FUNDING:	
Not applicable.		
****	**************************************	
DEPARTMENT HEAD:	Tony Nevarez, Interim Aviation Director	

1

#### RESOLUTION

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

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

WHEREAS, the City of El Paso desires to submit a minor boundary modification/subzone expansion application to the U.S. Foreign Trade Zones Board to modify the boundaries of Foreign Trade Zone No. 68 to include a new site which will be used for distribution and production operations.; and

WHEREAS, the City of El Paso desires the minor boundary modification/subzone expansion be subject to the activation limit under the traditional site framework,

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

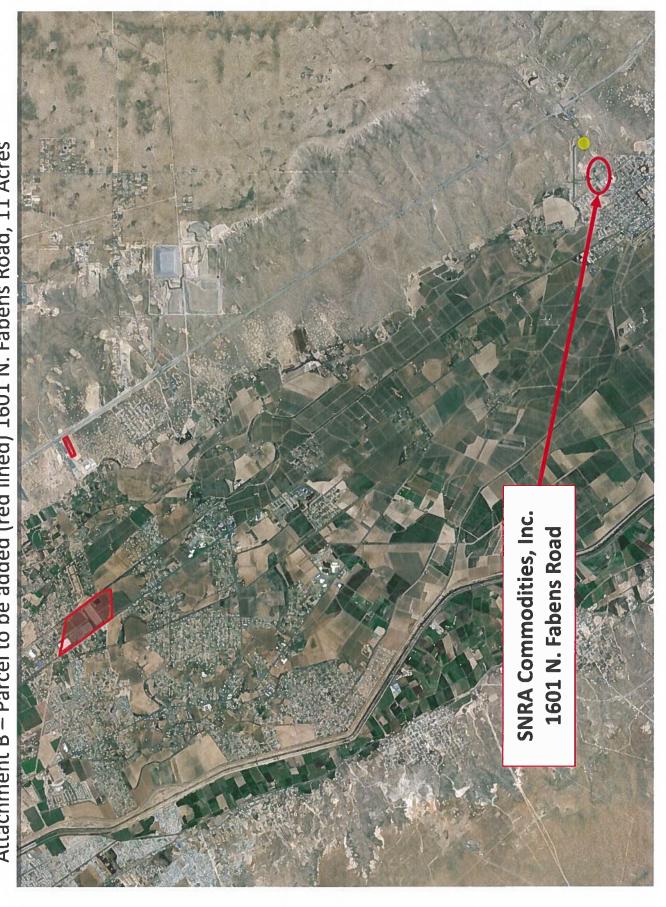
That the Director of the Aviation or designee be authorized to submit a minor boundary modification/subzone expansion application, including all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of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

1601 N. Fabens Road, Fabens, El Paso County, Texas 79838, Subdivision L University lands;

and to perform all other actions necessary to effectuate this boundary modification.

(Signatures begin on the following page)

OF, 2024.
CITY OF EL PASO:
Oscar Leeser Mayor
APPROVED AS TO CONTENT:
Tony Nevarez, CM, ACE, IACE
Interim Director of Aviation
David R. Panko Foreign Trade Zone 68 Manager



Attachment B – Parcel to be added (red lined) 1601 N. Fabens Road, 11 Acres

SNRA Commodities, Inc. 1601 N. Fabens Road

Attachment C – Parcel to be added (red lined) 1601 N. Fabens Road, 11 Acres

#### El Paso, TX

#### **Legislation Text**

File #: 24-990, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

That the El Paso City Council authorizes the submission to the Motor Vehicle Crime Prevention Authority of the grant application for the City of El Paso Police Department project identified as "Senate Bill 224 Catalytic Converter Grant FY24" to provide financial assistance to the City of El Paso. Requesting \$1,391,615.00. No cash match required. The grant period will be 12 months from the time the statement of grant award is received.

This is a resubmittal for an already approved item to comply with granting agency's resolution requirements.

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

**DEPARTMENT: Police** 

AGENDA DATE: July 30, 2024

**PUBLIC HEARING DATE:** 

CONTACT PERSON NAME AND PHONE NUMBER: Assistant Chief Humberto Talamantes,

(915) 212-4309

DISTRICT(S) AFFECTED: All

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

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

#### SUBJECT:

That, the El Paso City Council authorizes the submission to the Motor Vehicle Crime Prevention Authority of the grant application for the City of El Paso Police Department project identified as "Senate Bill 224 Catalytic Converter Grant FY24" to provide financial assistance to the City of El Paso. Requesting \$1,391,615.00. No cash match required. The grant period will be 12 months from the time the statement of grant award is received.

This is a resubmittal for an already approved item to comply with granting agency's resolution requirements.

#### **BACKGROUND / DISCUSSION:**

The Senate Bill 224 Catalytic Converter Grant FY24 funding is for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft the in this state. This funding will be used for overtime, travel, and purchase equipment to assist in investigations.

Resolution was previously approved June 4, 2024, however the granting agency requested revisions to the resolution language.

#### PRIOR COUNCIL ACTION:

First time applying for this funding opportunity.

#### AMOUNT AND SOURCE OF FUNDING: N/A

**DEPARTMENT HEAD:** Chief Peter Pacillas

#### RESOLUTION

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, the El Paso City Council designated the City Manager or his designee as the City's authorized official.

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

- 1. THAT, the El Paso City Council authorizes the submission of a grant application to the Motor Vehicle Crime Prevention Authority for the City of El Paso Police Department project identified as "Senate Bill 224 Catalytic Converter Grant FY24" to provide financial assistance to the City of El Paso.
- 2. THAT, the City of El Paso shall provide all matching funds for said grant if applicable.
- 3. THAT, the El Paso Police Department Auto Theft Task Force Lieutenant Ricardo Porras or designee is designated as the Program Director.
- 4. THAT, the City of El Paso agrees that in the event of loss or misuse of the MVCPA grant funds, the City Of El Paso assures that the grant funds will be returned in full to MVCPA.
- 5. THAT, the City of El Paso's Chief Financial Officer Robert Cortinas, or designee, is designated as the Financial Officer for this grant.
- 6. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease, or de-obligate program funds, provided that no additional City funds are required.

Page **1** of **2** 

OPTED thisday of, 202	24.
	CITY OF EL PASO
	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	Eva. AIC V. Zorve 1515
Eric Gutierrez Senior Assistant City Attorney	Peter Pacillas Chief of Police

Senate Bill 224 Grant Application for 2024

Request for Application (RFA)

Primary Agency / Grantee Legal Name: City of El Paso

Organization Type: Law Enforcement

Organization ORI (if applicable): TX0710200: EL PASO PD (MIP)

**Program Title** Please enter a short description of the proposed program that can be used as the title. El Paso Police Department's Auto Theft Task Force

Application Category (See Request for Applications [RFA] for category details and descriptions RFA Priority Funding Section):

New Grant - 2024 is the first year of the MVCPA Catalytic Conveter Program Grants. All 2024 grant applicants use the new grant category.

MVCPA Program Category (see RFA and TAC 43, 3 §57.14). Check all that apply.

- ✓ Law Enforcement, Detection and Apprehension
- □ Prosecution, Adjudication and Conviction
- ✓ Reduction of the Theft of Catalytic Converters
- Education Programs and Marketing

#### **Taskforce Grant Participation and Coverage Area**

#### Provide a General Description of the Participating and Coverage Area of this Grant Application

The El Paso Police Department's Auto Theft Task Force is the participating agency and provides coverage to all the listed agencies that are located within the City and County of El Paso, Texas. To Include the Native American tribe of Ysleta del Sur Pueblo and the Fort Bliss Military Base.

#### Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the participating agencies are strongly recommended.

#### **Participating Agencies**

#### **Coverage Agencies**

TX0710200 EL PASO PD (MIP) TX0710000 EL PASO CO (MIP) (AE)
TX0710100 ANTHONY PD (AE)
TX0710400 UT EL PASO PD (AE)
TX0711100 EL PASO COMM COLLEGE PD

TX0711300 EL PASO ISD PD (AE) TX0711400 HORIZON CITY PD (AE) TX0711600 SOCORRO PD TX0712200 SOCORRO ISD PD (AE)

In addition to the listed Coverage Agencies above, the taskforce also provides coverage to the listed agencies: Ysleta Del Sur Tribal Police; Fort Bliss, Texas CID and Military Police; Clint Police Department [TX0711200]; Texas Tech University Police Department (El Paso Campus); San Elizario Police Department [TX 0712800]; Canutillo ISD Police Department [TX07112700]; (7) Constable Precincts within the City and County of El Paso, Texas; City of El Paso Fire Marshalls Division [TX0711500]; and, El Paso County Fire Marshalls Office [TX0712600].

☐ National Insurance Crime Bureau (NICB) Used as Match (Documentation and time certification required.)
☐ Texas Department of Public Safety (DPS)
Other State or Federal Agency (specify:)

**Resolution**: Complete a Resolution and submit to local governing body for approval. Sample Resolution is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

#### **Grant Budget Form**

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, §57.36). The system will then calculate the correct grant and match amounts.

#### **Budget Entry Option:**

- Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage:
- 0%

Cash

O Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

		MVCPA	Ca Ma		Total		In-Kind
Budget Category		Expenditures	Expend		Expenditur		Match
Personnel							
Fringe							
Overtime		\$400,00	0	\$0	\$400	,000	
Professional and Contract Services							
Travel		\$12,00		\$0		,000	
Equipment		\$979,61	5	\$0	\$979	,615	
Supplies and Direct Operating Expens	ses (DOE)						
Total		\$1,391,61	5	\$0	\$1,391	,615	
Cash Match Percent	tage			0.00%			
		Pct	MVCPA				In-Kind
Description	Subcategory		Funds	Cash Ma	tch Tot	al	Match
	Personnel						
Total Personnel							
	Fringe						
Total Fringe							
	Overtime						
EPPD Sworn Peace Officers	Investigator/LEO		\$400,000		\$0 \$40	00,000	)
Total Overtime			\$400,000		\$0 \$40	00,000	)
Р	rofessional and Contra	act Services					
Total Professional and Contract Services							
	Travel						
Catalytic Converter Theft Training	Law enforcement In- State		\$10,000		\$0 \$1	10,000	)
SB224 Advisory Committee Meetings	Administrative In-state	е	\$2,000		\$0	52,000	)
Total Travel			\$12,000			12,000	

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
	Equipment					
2 2024 Ford F-250, 4X4			\$120,000	\$0	\$120,000	
X2 Vehicle Wrap for Crime Prevent Awareness Trucks			\$8,000	\$0	\$8,000	
35 Quick Deploy LPR Cameras			\$437,500	\$0	\$437,500	
2 Vehicle Mounted LPR's w/Tablets			\$35,000	\$0	\$35,000	
4 LPR Trailers			\$240,000	\$0	\$240,000	
2 Catalytic Converter VIN Etching Engravers			\$15,400	\$0	\$15,400	
Toyota Corolla XSE			\$27,200	\$0	\$27,200	
Honda CRV EXL			\$34,660	\$0	\$34,660	
Toyota Tundra Limited			\$51,855	\$0	\$51,855	
Trailer Wrap for Large Crime Prevent Awareness Trailer			\$6,000	\$0	\$6,000	
Trailer Wrap for ATTF Small Taskforce Box Trailer			\$4,000	\$0	\$4,000	
Total Equipment			\$979,615	\$0	\$979,615	

#### **Supplies and Direct Operating Expenses (DOE)**

Total Supplies and Direct Operating Expenses (DOE)

#### **Budget Narrative**

#### C. Overtime

Overtime funding will provide additional resources to extend officer's presence and operations beyond regular shifts and weekends. Overtime funding enables proactive measures to deter and apprehend offenders of catalytic converter thefts. Strategic allocations of overtime hours will be based on the prioritization of high-risk areas and times based on crime analysis data. It will allow for the deployment of additional personnel during peak theft periods, such as after normal regular shifts and weekends. Overtime operations will focus on areas with high concentrations of vulnerable vehicles such as commercial lots and public parking lots. It will allow for enhanced surveillance techniques such as surveillance and the deployment of a bait vehicle to catch thieves in the act. It will allow for the deployment of LPRs in targeted locations. It will allow for regulatory business checks that comply with the Texas Transportation Code or the Texas Occupation Code. A an exemption to the MVCPA Grant Manual, Section 4.3 APPROVED OVERTIME, pertaining to authorized overtime pay is being made to allow the Taskforce Commander or designee the opportunity to announce and allow any Texas Peace Officer employed by the El Paso Police Department to work the SB224 overtime. This request is being made in hopes of making meaningful progress in combating catalytic converter thefts within the City of El Paso, Texas.

#### E. Travel

Travel funds will be used to pay for active taskforce members (regardless of funding) of the El Paso Police Department's Auto Theft Task Force to attend automobile crime courses, conferences, meetings, and workshops related to taskforce functions associated with automobile crimes and/or catalytic converter thefts [\$10,000.00]. Lt. Ricardo Porras, Taskforce Commander, currently serves on the SB224 Advisory Committee which will require him to travel to-and-from committee meetings and events [\$2,000.00].

#### F. Equipment

2-2024 Ford F-250 4X4 Crime Prevention Awareness Trucks, one to pull one crime prevention awareness trailer and one ATTF equipment/tool trailer [\$120,000.00]. X2 Vehicle Wrap Packages for the two Crime Prevention Awareness Trucks [\$8000.00]. Trailer Wrap packages for two public awareness trailers [\$10,000.00]. 2 Catalytic Converter VIN Etching Engravers [\$15,400.00]. The taskforce is requesting the purchase of a VIN Etching Engraver for engraving catalytic converters during public awareness VIN etching events. This will allow the taskforce to engrave multiple catalytic converters during the VIN etching events and to facilitate tracking and tracing them back to a victim in the event that they are stolen. License Plate Readers (LPRs): LPRs provide valuable data that equates to investigative leads that can help identify hotspots and subjects responsible for thefts. It will also enable the taskforce to take proactive measures to prevent future incidents of thefts from occurring. 24 quick deployment cameras will be used at three international ports of entries leading Southbound into Mexico. The taskforce is asking for the following LPR equipment for this purpose: 35 Quick Deploy, LQ6 Model, LPR cameras with 5-years of service [\$437,500.00]; 2 Mobile LPRs that can be mounted on an unmarked vehicles, that includes a tablet and two 3L5F cameras, with 5-years of service [\$35,000.00]; and, 4 LPR trailers that are battery and/or solar powered with 5-years of service [\$240,000.00]. Bait Vehicles for CAT OPS: In response to the current trends affecting the City of El Paso regarding catalytic converter thefts, the Task Force is requesting the purchase of 1 Toyota Corolla XSE [\$27,200.00], 1 Honda CRV EXL [\$34,660] and 1 Toyota Tundra Limited [\$51,855] to be used as bait vehicles. Toyota and Honda make vehicles are the most targeted city wide as those vehicles typically have a bigger amount of precious metals in their catalytic converters and thus are worth more when resold at recyclers. The Taskforce uses a variety of tactics to combat vehicle related crimes and among those tactics is the use and deployment of bait vehicles, strategically placed to deter criminals and catch them in the act. By strategically deploying these vehicles as bait vehicles, the Taskforce aims to not only apprehend individual offenders but also disrupt organized crime networks involved in catalytic converter thefts. Moreover, the use of bait vehicles sends a strong deterrent message to would-be thieves, reducing the overall incidence of this type of crime in the community. Through this proactive approach, the Taskforce hopes to protect the community from falling victim to catalytic converter theft.

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Cash Match

In-Kind Match

**Statistics to Support Grant Problem Statement** 

Reported Cases	2022	2023
Jurisdiction	Catalytic Converter Theft	Catalytic Converter Theft
City of El Paso	324	463

#### Add/Edit Statistics

#### **Application Narrative**

#### **Grant Introduction (Executive Summary) and General Information**

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)
  - Safety and security continues to be an essential part of the economic growth and prosperity of the City of El Paso, Texas. In order to achieve this, the El Paso Police Department must continue to maintain a strong relationship with its citizens; it must establish and maintain new and continued law enforcement partners through constant teamwork with all stakeholders. The El Paso Police Department's Auto Theft Task Force program will efficiently use Motor Vehicle Crime Prevention Authority (MVCPA) Senate Bill 224 grant funding to combat and reduce thefts of automobile parts, namely catalytic converters (CATs). MVCPA Senate Bill 224 grant funding will ensure the sustainment of the highly specialized Auto Theft Task Force officers and support staff. Furthermore, the MVCPA Senate Bill 224 grant will assist with the enhancement of automobile crime prevention measures such as surveillance of known catalytic converter thieves, catalytic converter bait vehicle operations, crime prevention & awareness initiatives, and automobile business inspections governed by the Texas Transportation Code and the Texas Occupation Code. The goal is the reduction of catalytic converter thefts occurring within the City of El Paso, Texas. The accomplishment of this goal will be contingent upon the collaboration between the citizens of El Paso and all local, state and federal law enforcement partners.
- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)? The El Paso Police Department's Auto Theft Task Force is part of the El Paso Police Department's Organized Crime Division. The Organized Crime Division is one of five bureaus within the large police department. Assistant Chief (A/C) H. Talamantes, who reports directly to the Chief of Police Peter Pacillas, heads the Investigations Bureau. A/C Talamantes is in charge of two Divisions, the Organized Crime Division and the Major Crimes Division. Commander R. Moton is the Division Commander of the Organized Crime Division. The Organized Crime Division consist of five investigative units: The Auto Theft Task Force, the Fusion Center, the Gang Unit, the Narcotics Unit, and the Special Investigative Unit. All five of the investigative units have their own assigned unit commanders. Lieutenant R. Porras, Jr. is the Unit Commander for the Auto Theft Task Force. The catalytic converter theft problem in the City of El Paso is unique due to the geographical positioning of the city. The City of El Paso has four International Bridges connecting the City of El Paso to the City of Juarez, Mexico. The City of El Paso borders two State of New Mexico Counties, which contributes to criminal groups crossing state lines, as well as international boundaries, between New Mexico; Juarez, Mexico; and Texas. This accessibility allows the criminal element to conduct illegal catalytic converter transactions in other jurisdictions not regulated by Texas Law. The El Paso Police Department's Auto Theft Task Force is an exclusive auto theft authority that exists in the West Texas Region of the State of Texas. The taskforce uses established partnerships with local, state, and federal law enforcement officers, as well as Mexican authorities to accomplish its local mission. The taskforce provides services to all Texas citizens and to any visitors of the City of El Paso, Texas that become a victim of an automobile crime.

#### **Grant Problem Statement**

2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The catalytic converter theft problem in El Paso, Texas presents a significant and complex challenge. The rise in theft incidents is primarily driven by the high value of precious metals they contain, such as platinum, palladium, and rhodium. This criminal activity inflicts substantial financial burdens on vehicle owners, who face expensive repairs, increased insurance premiums, and disruptions of their daily lives. One of the greatest challenges is tracking stolen catalytic converters due to the absence of serial numbers and limited resources for investigation. The driving factor for these thefts is the availability of catalytic converters and the proximity to both the New Mexico border and to the Mexican border. CAT thieves target the most vulnerable vehicles and in a matter of minutes cut off a victim's CAT, normally with a battery powered saw-saw that could be purchased from any local hardware store. Furthermore, CAT thieves have the opportunity to transport the stolen CAT(S) to either New Mexico or Mexico for sale, as those jurisdictions have different governing regulations concerning the acceptance of such items. The close proximity of City of El Paso to New Mexico and to Mexico, is approximately thirty-minutes from any part of the city, and this aggravates this type of criminal activity. In FY2022, the taskforce tracked 324 catalytic converter thefts that were reported as stolen to the El Paso Police Department. The taskforce tracked a total of 463 catalytic converter thefts for FY2023. The data shows a 30% increase in catalytic converter thefts.

#### **Grant Goals and Activities**

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

#### Part 1

3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.

The objectives of the program is to reduce the incidence of catalytic converter thefts through enforcement and collaborations with law enforcement stakeholders. The taskforce will conduct inspections of local businesses, such as salvage yards, automotive repair shops, parts recycling centers, used car dealerships, salvage rebuilders, and title service companies, as authorized by the Texas Transportation Code or Texas Occupation Code. The taskforce will conduct catalytic converter bait vehicle operations to catch thieves in the act; conduct covert surveillance of known or suspected offenders; and, arrest wanted catalytic converter thieves.

3.4 Functions of the proposed program related to preventing Catalytic Converter Theft

The objectives of the program for preventing catalytic converter thefts within the City of El Paso is to educate the public and law enforcement stakeholders of the intricacies associated with catalytic converter thefts. The taskforce will conduct presentations to the public, on the best practices of how to prevent themselves from becoming a victim of an automobile crime. The taskforce will foster partnerships with auto repair shops, scrapyards, and metal recycling centers to track and trace stolen catalytic converters. The taskforce will provide shift training to officers on identifying suspicious behavior and investigating catalytic converter thefts. The program will also use crime analysis to track trends, coordinate responses, and implement enforcement strategies in furtherance of the objectives.

- 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.
  - The taskforce will utilize established partnerships and resources available from local, state, and federal stakeholders that are involved in combating automobile crimes. The taskforce will coordinate conducting joint operations that concentrate on catalytic converter thefts and will participate in the sharing of intelligence information to reduce the amount of thefts. The taskforce will coordinate and host a weekly catalytic converter intelligence-sharing meetings with all law enforcement shareholders, to exchange crime trends & patterns, as well as pertinent information on known or suspected catalytic converter thieves.
- 3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

The taskforce requests an exemption of the 20% cash match requirement bestowed upon the FY2024 SB224 Grant Application. An exemption to the MVCPA Grant Manual, Section 4.3 APPROVED OVERTIME, pertaining to authorized overtime pay is being made to allow all MVCPA funded personnel, regardless of funding source, and any El Paso Police Department Sworn Peace Officer, not assigned to the taskforce, permission to work SB224 overtime operations targeting catalytic converter thefts and thieves.

#### Part II

three or more times"]

#### Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

ID Activity Measure **Target** Measures for Grantees. Add Target values for those that you will measure. Goal 1: Reduce the Incidence of Catalytic Converter Theft through Enforcement Strategies 1 Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Catalytic Converter Theft 1.1 1.1.1 Identify groups of catalytic conveter Number of catalytic conveter theft groups identified. Include gangs, cartels or other theft offenders through intelligence criminal enterprise with two or more members gathering, crime analysis and the use of informants 1.1.2 Identify and document/record prolific Number identified/documented offenders Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses

ID	Activity	Measure Ta	arget
k 6 0 1	Conduct inspections of local pusinesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, itle service company, other).	Number of businesses inspected	2
t	Conduct bait vehicle operations that arget Catalytic Converter Theft offenders	Number of bait vehicle deployments. Include Catalytic Converter Theft bait operations here.	1
1.1.8 [	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	0
	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	1
1.1.12 (	Conduct covert operations targeting Catalytic Converter Theft offenders	Number of covert operations	1
( (	Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including beople wanted for Catalytic Converter Theft	Number of warrant round-up operations performed Catalytic Converter Theft	1
r	ncrease the recovery rate of stolen motor vehicle Catalytic Converter Fheft	Report the number of Catalytic Converters recovered by taskforce	1
	ncrease the clearance rate of Catalytic Converter Theft	Report the number of Catalytic Converter Theft cases cleared	1
	ncrease the number of persons arrested for Catalytic Converter Theft	Report the number of persons arrested for Catalytic Converter Theft by taskforce	1
1.2	•	ative Efforts that Result In Reduction of Incidents of Catalytic Converter Theft	
	Provide Agency Assists for Catalytic Converter Theft	Number of agency assists related to catalytic conveter theft. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	1
r (	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where there were crimes involving catalytic converter theft. Include all participating urisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations.	1
á ( j	assist in the reduction of Catalytic Converter Theft. Include all coverage urisdictions here	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations	1
	Conduct intelligence information- sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	1
	Conduct intelligence information- sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	1
1.2.7 (	Collaborate with other MVCPA askforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft	1
3		and Qualified Personnel in Detection and Prevention of Catalytic Converter Thef	t
3.1		uct Public Awareness Related Activities Used to Educate Citizens	
	Conduct educational outreach events include trade show, exhibits, booths	Number of outreaches	1

# Grant Evaluation

grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the applicant agency to determine effectiveness or cost efficiency of the program.

Record Management System) database, and from crime analysis data provided by the taskforce's crime analyst. The taskforce analyst who is housed at the EPPD FUSION Center, uses a two-prong approach when keeping track of catalytic converter thefts. Data tracking is structured in this manner to create a system that allows for verifying across the two prongs. This ensures that the numbers that are reported are accurate and reliable. The primary method for tracking catalytic converter thefts happens at the Regional Command Center level. The EL Paso Police Department is decentralized and has five Regional Command Centers that cover the five regions of the City of El Paso (Central, Westside Upper Valley, Northeast, Pebble Hills Eastside, and Mission Valley. Lower Valley). At each Regional Command Center, an assigned crime analyst reviews all thefts for their assigned region. All incidents that involve a catalytic converter theft are then recorded and tracked in an Excel spreadsheet. This file is then stored in a manner that is compliant with both the Criminal Justice Information System (CJIS) and 28 Code of Federal Regulations (CFR) Part 23. The second method for tracking catalytic converter thefts happens at the EPPD FUSION Center. Here the taskforce analyst executes Structured Procedures to document all daily work activity. Taskforce supervisors track and evaluate the effectiveness of the program by using the data derived from their assigned officer's DAR log sheets, as well as information that is documented in the department's WebRMS Taskforce officers use Daily Activity Reports (DAR Log sheets) that are mandated by El Paso Police Department's (EPPD) Policy and

This macro level approach allows the analyst to quickly set parameters and pull large numbers of incidents related to catalytic converter thefts. The purpose of this approach is not to arrive at a primary number of catalytic converter thefts, but rather to verify the accuracy of the Regional Command Center analyst's records. This set up allows the taskforce analyst to verify the reliability of the Regional Command Center analyst's accuracy of each incident, week-in and week-out, while also allowing the taskforce analyst the opportunity to check their data for accuracy. Query Language (SQL) codes that are linked to department's On-Call Records Management System, via Microsoft SQL software.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate. No suggested measures are being made at this time.

# **TxGMS Standard Assurances by Local Governments**

☑ We acknowledge reviewing the *TxGMS Standard Assurances by Local Governments* as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

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#### El Paso, TX

#### **Legislation Text**

File #: 24-1008, 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**

Museums and Cultural Affairs, Ben Fyffe, (915) 212-0110

#### AGENDA LANGUAGE:

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

Approve a Resolution to amend the 2024 Public Art Plan to add two new projects - the Resler Extension funded by the 2022 Community Progress Bond and the New Central Regional Command to be funded by the 2019 Public Safety Bond. In addition, the artist selection process for the Eastside Regional Park Phase 2 Roundabout Memorial will be updated to an Invitation Competition and the El Paso International Airport (EPIA) Terminal Landscape Improvements will be a Direct Select process with an increased allocation of \$350,000 for a total of \$500,000.

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

AGENDA DATE: July 30, 2024

**PUBLIC HEARING DATE: N/A** 

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ben Fyffe (915) 212-0110

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and

**Educational Environments** 

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programming

#### **SUBJECT:**

Approve a resolution to amend the 2024 Public Art Plan to add two new projects – the Resler Extension funded by the 2022 Community Progress Bond and the New Central Regional Command to be funded by the 2019 Public Safety Bond. In addition, the artist selection process for the Eastside Regional Park Phase 2 Roundabout Memorial will be updated to an Invitation Competition and the El Paso International Airport (EPIA) Terminal Landscape Improvements will be a Direct Select process with an increased allocation of \$350,000 for a total of \$500,000.

#### **BACKGROUND / DISCUSSION:**

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

By ordinance, MCAD is required to bring the Council an annual plan to include any amendments.

#### PRIOR COUNCIL ACTION:

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

The 2024 Public Art Plan was approved by Council on February 13, 2024.

#### **AMOUNT AND SOURCE OF FUNDING:**

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

\$350,000 allocated from the 2019 Public Safety Bond; \$600,000 allocated from the Community Progress Bond; and additional \$350,000 from Airport Funds.

**************************************	_
SECONDARY DEPARTMENT:	
PRIMARY DEPARTMENT:	
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?YESNO	

#### **DEPARTMENT HEAD:**

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

#### RESOLUTION

**WHEREAS,** by way of a Resolution on April 12, 2005, City Council adopted the 2014-2024 Public Art Master Plan dated October 28, 2014, as the primary guideline in determining and appropriating expenditures from the public art fund; and

WHEREAS, under the provisions of the City Code Chapter 2.40 (Department of Museums and Cultural Affairs) Section 2.40.70 (Art in Municipal Places) and Section 2.40.80 (Administration of the Public Art Program and Establishment of the Public Art Committee) the City of El Paso provided for art in municipal places, established a means of funding acquisition or commissioning of art for municipal places and established that the Public Art committee and the Museums and Cultural Affairs Advisory Board shall submit an annual Public Art Plan to the City Council; and

WHEREAS, the Museums and Cultural Affairs Department would like to Amend the 2024 Public Art Plan ("Amended Plan") attached hereto as Exhibit "A" to add a project to the Community Progress bonds and

WHEREAS, the 2024 Public Art Plan was approved by Council on February 13, 2024

WHEREAS, the City Council may accept or reject any portion of this Plan; and

WHEREAS, the City Council determines that the Plan is reasonable and appropriately adopted and that said Plan serves the public purpose of enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the integration of art in the architecture of municipal structures.

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

- 1. That the Amended 2024 Public Art Plan, attached hereto, be and is hereby officially adopted.
- 2. That 2024 Plan includes current art projects in progress and new projects to be initiated in Fiscal Year 2024 and on, and describes the planned location, proposed budget, timetable, and artist selection process for each project, and contains updates on public art projects in progress.
- 3. That adoption of the Plan is fully funded through 2010, 2011, 2012, 2013, 2017, 2018. And 2019 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; the 2019 Public Safety Bonds; and the 2022 Community Progress Bonds.
- 4. That the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Amended Plan as described in Exhibit "A". If an artist identified in the Plan is unable or unwilling to finalize a contract with the City, then the City Manager is authorized to execute a contract and contract amendments

with a new artist as selected by the Museum and Cultural Affairs Department approved by the Public Art Committee.

	(Signatures on the following page)			
APPROVED this	day of	, 2024.		
		THE CITY OF EL PASO		
		Oscar Leeser Mayor		
ATTEST:				
Laura D. Prine City Clerk				
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:		
Jesus A. Quintanilla Assistant City Attorney		Ben Fyffe, Managing Director Quality of Life		

(Exhibit "A" on the following page)

# Exhibit "A" 2024 Public Art Plan Amendment

Exhibit "A" Public Art Plan 2024									
District	Project	Location	Selection Process	Artist	Appropriated Funds Amendments/Ne	Additional Allocations	Approved Buget	Timeline	Summary
3	New Central Regional Command*	7024 Cielo Vista Dr.	Invitational Competition	TBD	\$350,000	\$0	\$350,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
1	Resler Extension Project*	Resler Dr. North of Transmountain Dr.	Invitational Competition	TBD	\$600,000	\$0	\$600,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
5	Eastside Regional Park Phase 2 Roundabout Memorial	13501 Jason Crandall Dr.	Invitational Competition**	TBD	\$245,000	\$0	\$245,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	EPIA Terminal Landscape Improvements	El Paso International Airport	Direct Select**	TBD	\$150,000	\$350,000	\$500,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
				Publi	c Art Projects in I	Progress			
8	Arts Festival Plaza Water Wall Improvements	1 Arts Festival Plaza	Invitational Competition	TBD	\$600,000	\$0	\$600,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	August 3rd Memorial	7500 W H Burgess Dr.	Direct Select	Albert "Tino" Ortega	\$250,000	\$0	\$250,000	Aug-24	Local Artist is currently fabricating the art piece which will be integrated into the project.
2	Chief Allen Memorial	Police Dept. Headquarters	Direct Select	TBD	\$175,000	\$0	\$175,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
5	Eastside Sports Complex	14380 Montwood Dr.	Invitational Competition	David Franklin	\$400,000	\$0	\$400,000	TBD	Artist is currently designing the art piece which will be integrated into the project.
5	Esperanza Moreno Library Renovation	12480 Pebble Hills Blvd.	Invitational Competition	Samantha Silva	\$150,000	\$0	\$150,000	Oct-24	Local Artist is currently fabricating the art piece which will be integrated into the project.
3	EPIA Cargo Wall Murals	El Paso International Airport	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art mural project.
3	EPIA George Perry / Constitution Roadway Extension	El Paso International Airport	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
5	Fire station 38	14301 Pebble Hills Blvd.	Invitational Competition	TBD	\$200,000	\$0	\$200,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
8	Galatzan Recreation Center	650 Wallenberg Dr.	Open Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	Hawkins Blvd. Improvements Viscount Boulevard Roadway Lighting and Median Landscape Sunglow/Lockheed Landscaping	TBD	Invitational Competition	TBD	\$550,000	\$0	\$550,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
8	Mesa RTS Montecillo Station	Mesa St. & Argonaut Dr.	Direct Select	Catherine Widgery	\$35,000	\$0	\$35,000	TBD	Previous Artist to be commissioned to continue her work from the initial phase of the project.
4	Metro 31 (Sun Metro Facilities Concrete Repair)	9348 Dyer St.	Invitational Competition	Edward Carpenter	\$250,000	\$0	\$250,000	TBD	Artist is currently fabricating the art piece which will be integrated into the project.
3	Montana and Mescalero Improvements	Montana Ave. @ Mescalero Dr.	Open Competition	TBD	\$300,000	\$0	\$300,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
8	Paso Del Norte (PDN) Roundabout	EL Paso St. & Sixth Ave.	Invitational Competition	Ray King Studio	\$200,000	\$0	\$200,000	Dec-24	Artist is currently fabricating the art piece which will be integrated into the project.

4	Police & Fire Department Training Academy	Martin Luther King Jr. & Officer Andrew Barcena Dr.	Pre-Qualified Artist Pool	TBD	\$800,000	\$0	\$800,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
4	Police Department Headquarters	Martin Luther King Jr. & Officer Andrew Barcena Dr.	Pre-Qualified Artist Pool	TBD	\$1,250,000	\$0	\$1,250,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Public Art Master Plan	Citywide	RFQ	TBD	\$150,000	\$0	\$150,000	2025	The Public Art Master Plan will be a 10 year plan that will include a vision for the program, strategies for accomplishing that vision, and implementation recommendations.
4	Railroad Reconstruction	Farah Dr. to Purple Heart Memorial Highway	Open Competition	Douwe Blumberg	\$200,000	\$0	\$200,000	TBD 2026	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
All	Site work for new projects and repairs for projects	Citywide	N/A	N/A	\$750,000	\$0	\$750,000	Continuous	Allocation for sitework lighting, foundations, and landscaping for new projects as needed. Artwork repairs by original artists.
All	Site/visitor amenities	Citywide	N/A	N/A	\$400,000	\$0	\$400,000	Continuous	Allocation for site amenities as needed.
8	Special Teams Consolidation (Fire Stations 1, 9, 11) P1	201 S Florence St.	Direct Selection	TBD	\$50,000	\$0	\$50,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design and install a public art project.
8	Special Teams Consolidation (Fire Stations 1, 9, 11) P2	201 S Florence St.	Pre-Qualified Artist Pool	TBD	\$250,000	\$0	\$250,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Streetscape Projects	Citywide	Invitational Competition	TBD	\$250,000	\$0	\$250,000	Continuous	Artist to be selected to design streetscape elements on eligible street projects as identified in Public Art Streetscape Aesthetics Plan and the CID Street Infrastructure project list.
	Total allocations								

<sup>\*</sup>New project added to plan

<sup>\*\*</sup>Amendment to existing project

#### El Paso, TX

#### **Legislation Text**

File #: 24-1011, 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.

A Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Via Partnership, a Missouri, USA, Foreign Limited Liability Partnership (LLP), for the development of a ten-year Public Art Master Plan for the Museums and Cultural Affairs Department and Public Art Program, for a total contract amount not to exceed \$100,000.00 and a term of one year. Further, that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

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

**AGENDA DATE:** 7/30/2024

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME** Yvette Hernandez, P.E., City Engineer

**AND PHONE NUMBER:** (915) 212-0065

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** 4: Enhance El Paso's Quality of Life Through Recreational, Cultural and

**Educational Environments** 

SUBGOAL N/A

#### **SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Via Partnership, a Missouri, USA, Foreign Limited Liability Partnership (LLP), for the development of a ten-year Public Art Master Plan for the Museums and Cultural Affairs Department and Public Art Program, for a total contract amount not to exceed \$100,000.00 and a term of one year. Further, that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

#### BACKGROUND / DISCUSSION:

This contract is for the 2024 Public Art Master Plan which will be a 10-year plan to provide strategic direction of the Public Art Program and City Council on the expansion of public art and its impact on the cultural and visual landscape of the City of El Paso from 2024-2034. The 2024 Public Art Plan will be a strategic document with policy, financing strategies, maintenance plan recommendations, and program development recommendations to guide the implementation of the City's public art program in alignment with its Mission, Vision, and Values.

#### **PRIOR COUNCIL ACTION:**

N/A

#### **AMOUNT AND SOURCE OF FUNDING:**

\$100,000 – 4005 Public Art

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? x YES NO

**PRIMARY DEPARTMENT:** Museums and Cultural Affairs Department

**SECONDARY DEPARTMENT:** Capital Improvement Department

**DEPARTMENT HEAD:** 

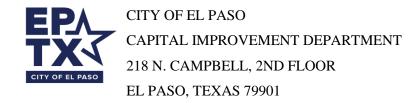
Yvette Hernandez, P.E., City Engineer

#### RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Via Partnership, a Missouri, USA, Foreign Limited Liability Partnership (LLP), for the development of a ten-year Public Art Master Plan for the Museums and Cultural Affairs Department and Public Art Program, for a total contract amount not to exceed \$100,000.00 and a term of one year. Further, that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS	DAY OF	2024.
		CITY OF EL PASO:
		Oscar Leeser, Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Voberta Bruto		Gvette Hernandez
Roberta Brito		Yvotte Hernandez, P.E., City Engineer
Senior Assistant City Attorney		Capital Improvement Department



#### **EVALUATION COMMITTEE SCORESHEET SUMMARY**

#### SOLICITATION #2024-0488R PUBLIC ART MASTER PLAN FOR MCAD AND PUBLIC ART PROGRAM

CONSULTANT	DESIGNING LOCAL	VIA PARTNERSHIP
Rater 1	73	75
Rater 2	74	74
Rater 3	75	80
Total Rater Scores	222	229
References	19.6	19.9
Overall Score:	241.6	248.9

Rankings	Consultant	
1	VIA PARTNERSHIP	
2	DESIGNING LOCAL	

STATE OF TEXAS	)	
	)	AN AGREEMENT FOR
COUNTY OF EL PASO	)	PROFESSIONAL SERVICES

This Agreement is made this by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (the "City"), and Via Partnership, LLP, a Missouri, USA, Foreign Limited Liability Partnership (LLP), authorized to transact business in Texas (the "Consultant").

**WHEREAS**, the City intends to engage the Consultant to perform professional services for the project known as "Public Art Master Plan for the Museums and Cultural Affairs Department and Public Art Program", hereinafter referred to as the "Project", an as further described in Attachment "A"; and

**WHEREAS**, Consultant has been selected to perform such services as required by the City, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinance.

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its attachments, the City and Consultant agree as follows:

1. <u>ATTACHMENTS</u>. The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A" Scope of Work
Attachment "B" Consultant's Cost Proposal / Payment Schedule
Attachment "C" Insurance Certificate

2. <u>SCOPE OF SERVICES</u>. The Consultant hereby agrees to perform the services described and as described in Attachment "A" ("Services"). Consultant will provide everything needed to perform the Services, including but not limited to all labor, materials, tools, vehicles, expertise, assistance, and time. If there are any conflicts between Attachment "A" and this Agreement, the Agreement prevails.

#### 3. <u>EFFECTIVE DATE; TERM.</u>

The term of this Agreement will commence on the Effective Date and will terminate one year from the Effective Date, unless terminated sooner as allowed under this Agreement. For purposes of this Agreement, the Effective Date is the date when the El Paso City Council approves this Agreement.

4. <u>COMPENSATION AND METHOD OF PAYMENT</u>. The Consultant shall be paid a total amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the Services performed under this Agreement.

1

4.1 <u>Consultant's Invoices</u>. The Consultant shall be paid for each phase of work as set forth in Attachment "B" and in accordance with the amount specified for each phase as set forth in Attachment "B". For avoidance of doubt, the phases and payment amounts are as follows:

PHASE	AMOUNT
1. Project Organization and Mobilization	\$ 8,300.00
2. Research and Analysis	\$ 17,100.00
3. Outreach and Engagement	\$ 20,975.00
4. Vision, Mission, Opportunities	\$ 13,500.00
5. Technical Recommendations	\$ 16,975.00
6. Full Plan Development	\$ 23,150.00

Payment for each phase shall be made as a lump sum payment upon the completion of said phase. Consultant shall invoice the City for payment upon completion of each phase.

- 4.2 <u>Description of Invoices</u>. Each invoice shall contain a brief summary, indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.
- 4.3 <u>Payment of Invoices</u>. The City agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the City may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.
- 4.4 <u>Costs not enumerated</u>. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion f the services requested herein shall be borne by the Consultant and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.
- 5. <u>LOCATION OF PERFORMANCE</u>. The Consultant shall perform the Services in the City and County of El Paso, Texas or such other place(s) as may be necessary to fulfill the terms of this Agreement.
- 6. <u>INDEPENDENT CONSULTANT RELATIONSHIP</u>. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of the Consultant incurred in the performance of this Agreement unless otherwise herein authorized. The City will provide no fringe benefits to the Consultant. Views expressed by the Consultant under this Agreement shall be considered Consultant's views and a representation, or the expressed views of, or on behalf of, the City.
- 7. <u>INDEMNIFICATION OF THE CITY.</u> BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, AND CITY'S DIRECTORS, OFFICERS, AGENTS, AND

EMPLOYEES, FROM ANY AND ALL CLAIMS FOR COPYRIGHT INFRINGEMENT, THIRD PARTY INTELLECTUAL PROPERTY RIGHT INFRINGEMENTS, INJURIES OR DAMAGES TO PERSONS OR PROPERTY (INCLUDING DEATH) ALLEGED TO HAVE BEEN RECEIVED OR SUFFERED AS A RESULT OF OR ARISING OUT OF THE OPERATIONS OF THE CONSULTANT OR ITS AGENTS, SUBCONSULTANTS, CONSULTANTS AND EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT. THE CONSULTANT REPRESENTS AND WARRANTS THAT THE CONSULTANT IS SUFFICIENTLY PREPARED AND TRAINED TO PERFORM THE SERVICES PROVIDED UNDER THIS AGREEMENT. THE CONSULTANT RELEASES THE CITY FROM ANY LIABILITY REGARDING ANY INJURIES, DEATH, OR PROPERTY DAMAGE SUSTAINED BY THE CONSULTANT IN THE PERFORMANCE OF THE SERVICES, REGARDLESS OF WHETHER SUCH INJURY OR PROPERTY DAMAGE ARISES OUT OF THE NEGLIGENCE OR FAULT OF THE CITY, CITY EMPLOYEES, CITY AGENTS, OR CITY OFFICERS.

- 8. <u>INSURANCE</u>. The Consultant shall procure and maintain insurance coverage as required herein and attached in Attachment "C". Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the City. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.
- 8.1 <u>Workers' Compensation Insurance</u>. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City, its partners, agents, and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

8.2 <u>Commercial Liability, Property Damage Liability and Automobile Liability Insurance</u>. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverage shall be as follows:

#### a) <u>Commercial General Liability</u>

\$1,000,000.00 Per Occurrence \$1,000,000.00 Products/Completed Operations \$1,000,000.00 Personal and Advertising Injury

3

#### b) <u>Automobile Liability</u>

#### **Combined Single Limit**

\$1,000,000.00 per accident

- 8.3 <u>Professional Liability Insurance</u>. The Consultant shall procure and shall maintain, at Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.
- 8.4 <u>City as Additional Insured</u>. The City shall be named as an Additional Insured on all the Consultant's Insurance Policies, with the exception of the Workers' Compensation and Professional Liability Insurance required by this Agreement.
- 8.5 <u>Proof of Insurance</u>. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.
- 8.6 <u>General Insurance Provisions</u>. All certificates required herein shall be attached hereto and incorporated for all purposes as Attachment "C". All certificates shall also include the name of the project on the corresponding insurance certificate.
- 9. <u>NOTICE</u>. Any notices required under this Agreement shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

CITY: City of El Paso

Attn: City Manager P.O. Box 1890

El Paso, Texas 79950-1890

City of El Paso Attn: City Engineer P.O. Box 1890

El Paso, Texas 79950-1890

CONSULTANT: VIA PARTNERSHIP, LLP

Attn: Meridith McKinley

6677 Delmar Boulevard, Suite 200

St. Louis, Missouri 63130

10. <u>DISPUTE RESOLUTION</u>. The parties hereto agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or any breach thereof, the parties shall use their best efforts to meet regularly and resolve the dispute, claim, question, or disagreement. To this effect, the parties hereby agree to consult and negotiate

with each other in good faith. Upon delivery and receipt of notice, the parties agree to submit the matter to mediation before a mutually-agreed upon mediator and to diligently pursue a mediated settlement until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse.

- 11. <u>TERMINATION</u>. This Agreement may be terminated as provided herein.
- 11.1 Termination by City. It is mutually understood and agreed by the Consultant and City that the City may terminate this Agreement, in whole or in part, for the convenience of the City, upon fourteen (14) consecutive calendar days' written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and any reimbursable expenses incurred prior to the City's notice of termination. City shall compensate Consultant in accordance with this Agreement; however, the City may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
- 11.2 Termination by Either Party. It is further understood and agreed by the Consultant and City that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of seven (7) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the City retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules, or regulations that relate to the performance of this Agreement. In the event of termination by the City pursuant to his subsection, the City may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the City is determined.
- 11.3 <u>Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code.</u> The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Consultant or vendor agrees that he Contract can be terminated if the consultant or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 11.4 <u>Termination Shall Not Be Construed As Release</u>. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.
- 12. <u>LAW GOVERNING AGREEMENT/VENUE</u>. For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

- 13. <u>COMPLIANCE WITH LAWS</u>. Consultant shall comply with all applicable federal and state statutes, ordinances, administrative orders, rules or regulations, in addition to any local laws or ordinances relating to its activities and performance under this contract and shall procure all licenses and pay all fees or other charges as required, if applicable.
- 14. <u>ASSIGNMENT</u>. This Agreement does not grant Consultant the right to transfer its respective rights and duties under this Agreement without prior written consent of the City as applicable.
- 15. <u>WAIVER</u>. Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.
- 16. <u>SEVERABILITY</u>. All agreements, covenants or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as though such invalid agreement, covenant or provision was not contained herein.
- 17. <u>CAPTIONS</u>. The captions of various sections of the Agreement are for convenience of reference only, and shall not alter the terms and conditions of this Agreement.
- 18. <u>AUTHORITY TO CONTRACT</u>. The person signing this document on behalf of Consultant warrants that he or she has been duly authorized to sign this Agreement on behalf of Consultant and to bind the organization, its officers, agents and employees.
- 19. <u>COMPLETE AGREEMENT</u>. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Consultant for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 20. <u>REPRESENTATION AND WARRANTIES</u>. The Consultant makes the following representations and warranties to the City as of the Effective Date:
  - a. The Consultant represents and warrants to the City that the Consultant has all required licenses, permits, and expertise to perform the Services.
  - b. The person signing this Agreement on behalf of the Consultant has the authority to sign this Agreement on behalf of the Consultant.

[Signature page to follow]

#### WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO

Cary Westin City Manager

**APPROVED AS TO FORM:** 

**APPROVED AS TO CONTENT:** 

Roberta Brito

Assistant City Attorney

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

(Signatures continue on following page.)

#### **CONSULTANT:**

VIA PARTNERSHIP, LLP

Name: Meridith McKinley
Title: Project Manager

**ACKNOWLEDGEMENT** 

THE STATE OF 135016 \$

COUNTY OF STLOUIS \$

This instrument was acknowledged before me on this 15th day of July , 2024, by Meridith McKinley, Project Manager, on behalf of Consultant.

Notary Public, State of Missours

My commission expires:

5 12 12025

KYLE MATTHIAS JUNGBAUER
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 5/12/2025
Commission # 21163940

KYLE MATTHIAS JUNGBAUER
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 5/12/2025

### ATTACHMENT A SCOPE OF WORK

# ATTACHMENT "A" SCOPE OF WORK

The City of El Paso, Texas is seeking service of a qualified consultant with expertise in conducting the following services to the satisfaction of the City's Museums and Cultural Affairs Department and Public Art Program.

Conduct an analysis and formulate responses to the following:

- Successes/challenges of the Public Art Program over the past 10 years considering community relations, artists, policy makers, quality of collection.
- Flexibility of the program in meeting City and departmental goals.
- Evaluate the current development/design/art review processes and make recommendations for improved and streamlined public policies and procedures for permanent public artworks.
- Create an administrative and financial structure to efficiently and effectively facilitate multidepartmental and multi-agency public art partnerships.
- Include an educational component to reinforce the value of public art in the public realm for all ages and cultures.
- Define the context for public art in the City of El Paso considering factors such as architecture, demographics, natural features, cultural history.
- Review and include an analysis of existing 2014 Public Art Master Plan along with other City Master Plans and ensure goals and policies align to achieve short-term and long-term goals.
- Include plan implementation milestones for the next ten years, to include the following:
  - Collection Management System
  - o Conservation and maintenance program
  - Public Art Program Staffing
  - Public Art Program Marketing and Communications
  - o Public Art Audit Recommendations Implementation
  - Opportunities to incorporate public art into the City's Strategic Plan and key development initiatives

#### PUBLIC MEETINGS AND PRESENTATIONS

The consultant will be responsible for preparing updates for the City monthly as well as a final presentation of the 2024 Public Art Master Plan for approval by City Council. The consultant will take a lead role in all public meetings and hearings. The consultant should expect City staff to be available in a supporting role during this period of performance: to begin upon award and end once 2024 Public Art Master Plan is approved by City Council.

A combination of virtual and in person meetings to include but not limited to:

- District community meetings (minimum 8, maximum 9)
- Stakeholder meetings (minimum 3, maximum 4)
- Public Art Committee (minimum 1, maximum 2)
- Museums and Cultural Affairs Advisory Board (minimum 1, maximum 2)
- City Council (minimum 2, maximum 3)
- Any virtual meetings with Public Art staff consultant deem necessary

#### THE CITY'S ROLE

The City of El Paso's Public Art Program staff will play an active role in the development of the 2024 Public Art Master Plan development, the consultant should include time for meetings and work sessions with City staff regarding priorities. Staff intends to work closely with the consultant in the preparation of the 2024 Public Art Master Plan to ensure that the consultant is provided with a constant source of City input and that the document evolves based upon the public meetings and City policies. Staff will work with the documents long after their preparation and adoption and therefore must have a high level of familiarity and understanding.

#### CONSULTANT'S RESPONSIBILITIES

- 1. Prepare and submit a detailed schedule outlining milestones, dates, and assignment of responsibilities (City or Consultant). Schedule shall include deliverables of Initial Draft, Semi-Final Draft, and Final Draft- allowing City staff 2 weeks for review of each portion.
- 2. Confirm receipt of comments and notify City staff if clarifications or additional information is needed.
- 3. Notify City staff on any meetings 10 business days in advance, City staff will make a good faith effort to be fully available during the period of performance.

#### CITY'S RESPONSIBILITIES

- 1. Review of Initial, Semi-Final, and Final Drafts
- 2. Confirm receipt of deliverables.
- 3. Review and provide a consolidated set of comments for each deliverable within two weeks, answering to clarification requests within 2 business days.

Make all its resources available to consultant during the period of performance.

#### REVIEW OF INITIAL, SEMI-FINAL, AND FINAL DRAFTS

The City of El Paso has high expectations regarding the quality of the work that will be produced by the consultant. As the consultant is ready to submit drafts to the City, the following review process should be anticipated:

Consultant submits a draft during week specified in schedule.

City staff reviews the draft and provides a consolidated set of comments within two weeks.

Consultant revises the comments and requests written clarification if needed (within one week of receiving comments).

### MAJOR DELIVERABLES AND SCHEDULE:

Joint	Remote Kick-off Meeting	Week 1
Consultant	Research, Evaluation, and Outreach	Week 2 to Week 6
Consultant	Preparation of Initial Draft	Week 6 to Week 10
Consultant	Submittal of Initial Draft	Week 10
Owner	Review of Initial Draft	Week 11 to Week 13
Consultant	Preparation of Semi-Final Draft	Week 13 to Week 15
Consultant	Submittal of Semi-Final Draft	Week 15
Owner	Review of Semi-Final Draft	Week 16 to Week 18
Consultant	Preparation of Final Draft	Week 18 to Week 20
Consultant	Submittal of Final Draft	Week 20
Owner	Review of Final Draft	Week 21 to Week 23
Joint	Completion of 2024 Public Art Master Plan	Week 24

### <u>ATTACHMENT B</u> <u>CONSULTANT'S FEE PROPOSAL AND HOURLY RATES</u>

# CITY OF EL PASO PUBLIC ART MASTER PLAN Via Partnership, LLP Cost Proposal / Payment Schedule

Via Partnership, LLP will invoice the following upon completion of each phase of work as outlined in our scope of services.

PHASE	AMOUNT
1. Project Organization and Mobilization	\$ 8,300.00
2. Research and Analysis	\$ 17,100.00
3. Outreach and Engagement	\$ 20,975.00
4. Vision, Mission, Opportunities	\$ 13,500.00
5. Technical Recommendations	\$ 16,975.00
6. Full Plan Development	\$ 23,150.00
Total	\$ 100,000.00

# CITY OF EL PASO PUBLIC ART MASTER PLAN Via Partnership, LLP Rate Schedule

Meridith McKinley, Partner, Via Partnership, LLP	\$140/hour
Aliza Schiff, Associate, Via Partnership, LLP	\$75/hour
Todd Bressi	\$150/hour
Kerry Doyle	\$125/hour

### ATTACHMENT C INSURANCE CERTIFICATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Insurance Concepts of St. Louis 1231 Horan, Ste 200 Fenton, MO 63026 INSURERS AF	O CONFERS NO INTERPRETATE COVERAGE AFFORDING COVERNMENT OF THE PROPERTY OF T	D AS A MATTER OF INFO RIGHTS UPON THE CER DOES NOT AMEND, EXTI ORDED BY THE POLICIES	RTIFICATE END OR
INSURERS AF  INSURED  Via Partnership, LLP P.O. Box 23167 St. Louis MO 63156	ne Hartford	RAGE	NAIC#
Via Partnership, LLP P.O. Box 23167 St. Louis MO 63156	ne Hartford	KAGE	NAIC#
Via Partnership, LLP P.O. Box 23167 St. Louis MO 63156			
P.O. Box 23167 St. Louis MO 63156	<del>171</del> 2		
St Louis MO 63156			
montel B.			
INSURER E:			
COVERAGES			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED AB ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RE PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO A POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	SPECT TO WHICH T	THIS CERTIFICATE MAY BE I	SSUED OR MAY
INSR ADD'L POLICY EFFECTIVE LTR INSRD TYPE OF INSURANCE POLICY NUMBER DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	S
GENERAL LIABILITY		Carry Maria Carry and American	\$ 2,000,000
COMMERCIAL GENERAL LIABILITY	L 23 V C 23 C 3	DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 2,000.000
A CLAIMS MADE OCCUR 84 SBA BD 6618 SA 02/10/2024	02/10/2025		\$ 10,000
		PERSONAL & ADV INJURY	\$ INC
Primary and non-		GENERAL AGGREGATE	\$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: CONTRIBUTORY		PRODUCTS - COMP/OP AGG	\$ 4,000,000
A ANY AUTO		COMBINED SINGLE LIMIT (Ea accident)	\$
ALL OWNED AUTOS SCHEDULED AUTOS SCHEDULED AUTOS Primery and non	02/10/2025	BODILY INJURY (Per person)	\$
HIRED AUTOS  NON-OWNED AUTOS  Primary and non- contributory		BODILY INJURY (Per accident)	\$
		PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY		AUTO ONLY - EA ACCIDENT	\$
ANY AUTO		OTHER THAN	\$
EXCESS/UMBRELLA LIABILITY		EACH OCCURRENCE	\$
OCCUR CLAIMS MADE		AGGREGATE	\$
			\$
DEDUCTIBLE			\$
RETENTION \$			\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC STATU- OTH- TORY LIMITS ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		E.L. EACH ACCIDENT	\$
If yes, describe under		E.L. DISEASE - EA EMPLOYEE	\$
25 C C C C C C C C C C C C C C C C C C C		E.L. DISEASE - POLICY LIMIT	\$
A Contractural/Cross Liability 84 SBA BD6618 SA 02/10/2024 B Professional Liability 84 SBA BD6618 SA 03/09/2024  DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PR	02/10/2025 03/09/2025	Limit:	\$500,000

#### 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. A person making a contribution, including the contributor's spouse. "Contributor" "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	
Business Name	
Agenda Item Type	
Relevant Department	

**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	1/0/28/280	
District 1	(A) (B)	
District 2		35 50
District 3		201
District 4	1 300000	5/,//
District 5	11 (655)	
District 6	TRY	5///
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: Date:	
------------------	--

## El Paso, TX

### Legislation Text

File #: 24-970, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 1**

Streets and Maintenance, Mary Lou Espinoza, (915) 867-2629

#### AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign a Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration, with the State of Texas, acting by and through the Texas Department of Transportation, (the "State"), granting to the State the right to possession and use of City property for purposes of constructing a portion of State Highway 178 in exchange for payment to the City in the amount of \$3,000. The property subject to this Agreement is described as 0.0208 acre (908 square feet) of land located in the Nellie D. Mundy Survey Number 241, in northwest El Paso. This Agreement is entered into pending the final sale of said property to the State of Texas for the construction of a portion of Highway 178.

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

AGENDA DATE: July 30, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mary Lou Espinoza, Capital Assets Manager,

(915) 867-2629

**DISTRICT(S) AFFECTED:** 1

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** No. 6.6: Ensure continued financial stability and accountability through sound financial

management, budgeting and reporting

#### SUBJECT:

A resolution authorizing the City Manager to sign a Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration, with the State of Texas, acting by and through the Texas Department of Transportation, (the "State"), granting to the State the right to possession and use of City property for purposes of constructing a portion of State Highway 178 in exchange for payment to the City in the amount of \$3,000. The property subject to this Agreement is described as 0.0208 acre (908 square feet) of land located in the Nellie D. Mundy Survey Number 241, in northwest El Paso. This Agreement is entered into pending the final sale of said property to the State of Texas for the construction of a portion of Highway 178.

#### **BACKGROUND / DISCUSSION:**

The City of El Paso desires to allow early entry and exclusive possession, to a parcel identified as a portion of PID 100507, consisting of approximately 0.0208 acres within the Sunset Terrace LT Park, that is proposed to be conveyed to the State of Texas, acting through the Texas Department of Transportation (TxDOT).

The property is located near Artcraft Road and Berringer Street. The proposed use is for future TxDOT right-of-way, for the construction of a portion of Highway 178. The \$3,000 payment is to allow early access to the property, pending the final sale of the 0.0208 acres to the State of Texas.

#### PRIOR COUNCIL ACTION:

N/A

#### **AMOUNT AND SOURCE OF FUNDING:**

N/A: This is a revenue generating item

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_x \_ YES \_\_NO

**PRIMARY DEPARTMENT:** Streets & Maintenance

**SECONDARY DEPARTMENT: Real Estate** 

**DEPARTMENT HEAD:** Richard J. Bristol - Streets and Maintenance Director

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

Revised 04/09/2021

#### RESOLUTION

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

THAT the City Manager be authorized to sign a Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration, with the State of Texas, acting by and through the Texas Department of Transportation, (the "State"), granting to the State the right to possession and use of City property for purposes of constructing a portion of State Highway 178 in exchange for payment to the City in the amount of \$3,000.00. The property subject to this Agreement is described as 0.0208 acre (908 square feet) of land located in the Nellie D. Mundy Survey Number 241, in northwest El Paso. This Agreement is entered into pending the final sale of said property to the State of Texas for the construction of a portion of Highway 178.

APPROVED this	day of _	2024.
		THE CITY OF EL PASO:
ATTEST:		Oscar Leeser Mayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Roberta Brito Senior Assistant City Attorney		Mary Lou Espinoza, Capital Assets Manager Streets and Maintenance Department



# POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION

STATE OF TEXAS	§	ROW CSJ: 3592-01-012
	§	Parcel ID: P00062272
COUNTY OF EL PASO	§	Project No.: SH 178

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation (the "State"), and **The City of El Paso** (the "Grantor" whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of State Highway 178 (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

- 1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
- 2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of zero and no/100 Dollars (\$0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents zero percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

- 3. As additional consideration, the State will tender to the Grantor the sum of Three Thousand and 00/100 Dollars (\$3,000.00), the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:
  - (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
  - (ii) will not be refunded to the State upon any acquisition of the Property by the State.
- 4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
- 5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
- 6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
- 7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
- 8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
- 9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the

Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

- 10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.
- 11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes possession under this agreement.
- 12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.
- 13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
- 14. It is agreed the State will record this document.
- 15. Other conditions: N/A.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

Form ROW-N-PUAIC (Rev. 11/20) Page 4 of 5

GRANTOR:	
City of El Paso, Texas	
Cary Westin, Interim City Manager	
Date:	
Approval as to Form:  Polesta Brito  Roberta Brito, Senior Assistant City Attorney	Approval as to Content:  Mary Lon Espinoza, Capital Assets Manager
Acknowle State of Texas	dgment
County of El Paso:	
This instrument was acknowledged before me on as Interim City Manager of City of El Paso, Texas. The ack	by Cary Westin, mowledging person personally appeared by:
physically appearing before me.	
appearing by an interactive two-way audio and video notarization under Texas Government Code, Chapter 406,	communication that meets the requirements for online Subchapter C.
	Notary Public's Signature

Form ROW-N-PUAIC (Rev. 11/20) Page 5 of 5

#### THE STATE OF TEXAS

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

	Ismael Hernandez	
	Right of Way Project Delivery Manager	
	El Paso District	
	Texas Department of Transportation	
	Toxas Department of Transportation	
ite	20	

#### EXHIBIT "A"

September, 2023 P00062272.001 Page 1 of 4

COUNTY: El Paso HIGHWAY: SH 178

LIMITS: From New Mexico and Texas State Line to IH 10

PROJECT ID: R00005569 RCSJ; 3592-01-012 CCSJ: 3592-01-009

#### Property Description for Parcel P00062272.001

Being 0.0208 acres (908 square feet) of land located in the Nellie D. Mundy Survey Number 241, El Paso County, Texas, being out of a tract of land (calculated 0.8588 acre) dedicated as a public park by map of Artcraft Commercial Unit Two, recorded in Volume 2007, Page 31 (Document Number 20070026174) of the El Paso County Plat Records (E.P.C.P.R.), and out of Lot 4, Block 2 of said Artcraft Commercial Unit Two, said 0.0208 acres of land being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod for an angle point on the east line of said public park, an angle point on the east line of said Lot 4, an angle point on the west line of a tract of land described in deed to Tundra Properties, LLC, recorded in Document Number 20210102269 of the Official Public Records of Real Property of El Paso County (O.P.R.R.P.E.P.C.), executed October 20, 2021, and an angle point on the west line of Lot 2, Block 2 of said Artcraft Commercial Unit Two;

THENCE, South 02°33'32" West, along the east line of said public park, the east line of said Lot 4, the west line of said Tundra Properties, LLC tract and the west line of said Lot 2, a distance of 24.76 feet to a 5/8 inch iron rod with TXDOT aluminum cap, set, for the POINT OF BEGINNING (N=10,705,566.95, E=356,903.16) and the northeast corner of the herein described parcel, being on the proposed north right of way line of SH 178, located 125.32 feet left of SH 178 Proposed Centerline Station 257+30.53;

- 1. THENCE, South 02°33'32" West, continuing along the east line of said public park, the east line of said Lot 4, the west line of said Tundra Properties, LLC tract and the west line of said Lot 2, a distance of 60.59 feet to a point for the southeast corner of said public park, the southeast corner of said Lot 4, the southwest corner of said Tundra Properties, LLC tract, the southwest corner of said Lot 2 and the southeast corner of the herein described parcel, being on the existing north right of way line of SH 178 (Artcraft Road) (width varies) described in deed to the State of Texas, recorded in Volume 3195, Page 1455, Volume 3299, Page 793 and Volume 3299, Page 762 O.P.R.R.P.E.P.C. and in deed to The County of El Paso, recorded in Volume 1607, Page 609 of the El Paso County Deed Records (E.P.C.D.R.);
- 2. THENCE, South 81°28'47" West, along the existing north right of way line of said SH 178, a distance of 15.28 feet to a point for the southwest corner of said public park, the southwest corner of said Lot 4, the southeast corner a called 3.9021 acre tract of land described in deed to Canutillo Independent School District, recorded in Document Number 20060032620 O.P.R.R.P.E.P.C., effective April 06, 2006 and the southwest corner of the herein described parcel;

- 3. **THENCE**, North 02°33'32" East, along the west line of said public park, the west line of said Lot 4, and the east line of said Canutillo Independent School District tract, a distance of 60.46 feet to a 5/8 inch iron rod with TXDOT aluminum cap, set, for the northwest corner of the herein described parcel, being on the proposed north right of way line of SH 178, located 124.96 feet left of SH 178 Proposed Centerline Station 257+15.23.
- 4. THENCE, North 80°59'24" East, along the proposed north right of way line of SH 178, a distance of 15.31 feet to the POINT OF BEGINNING and containing 0.0208 acres (908 square feet) of land;

Bearings and coordinates are referenced to the Texas Coordinate System of 1983, NAD83 (2011) Adj., Epoch 2010), Central Zone (4203), and the TXDOT RTN Mount point NAD83 (2010)-West VRS RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.00023100 (Surface / 1.00023100 = State Plane).

The unit of measure is the U.S. Survey Foot.

Field Surveys were performed March, 2022 through July, 2022.

Research was performed February, 2022 through March, 2022.

A parcel plat of even date was prepared in conjunction with this property description.

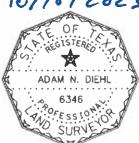
Survey Date: July 21, 2022

Access will be permitted to the remainder abutting the highway facility.

I, Adam N. Diehl, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

adam N. Rich

10/16/2023



Adam N. Diehl

Registered Professional Land Surveyor

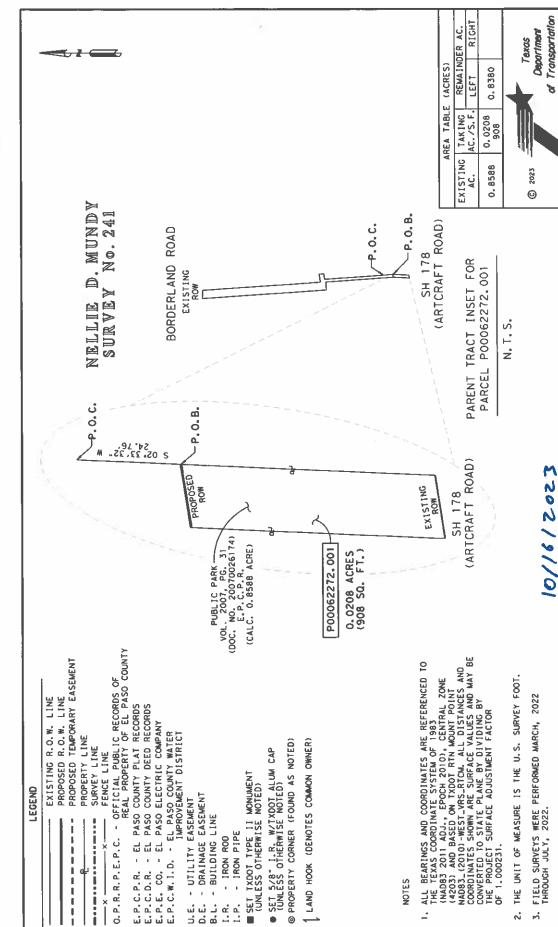
Number 6346

2525 North Loop West, Suite 300

Houston, Texas 77008 T: 713-861-7068 F: 713-861-4131

www.landtech-inc.com

TBPELS Reg No. 10019100 Houston TBPELS Reg. No. 10019101 El Paso



- IRON PIPE - IRON ROD

. P ď.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUBERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACT'S AS FOUND AT THE TIME OF THE SURVEY.

LA REGISTERE

SURVEY LINES SHOWN ARE APPROXIMATE AND ARE BASED ON THE BEST EVIDENCE AVAILABLE.

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DEED RESEARCH PERFORMED FEBRUARY, 2022 THROUGH MARCH, 2022

4

OF 1,000231.

-

EASEMENTS AND OTHER MATTERS OF RECORD MAY EXIST THAT ARE NOT SHOWN.

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7. CONTROL PROVIDED BY TXDOT.

OF.

aram SURVEY ADAM N. DIEHL ANCESSIONEL

6346

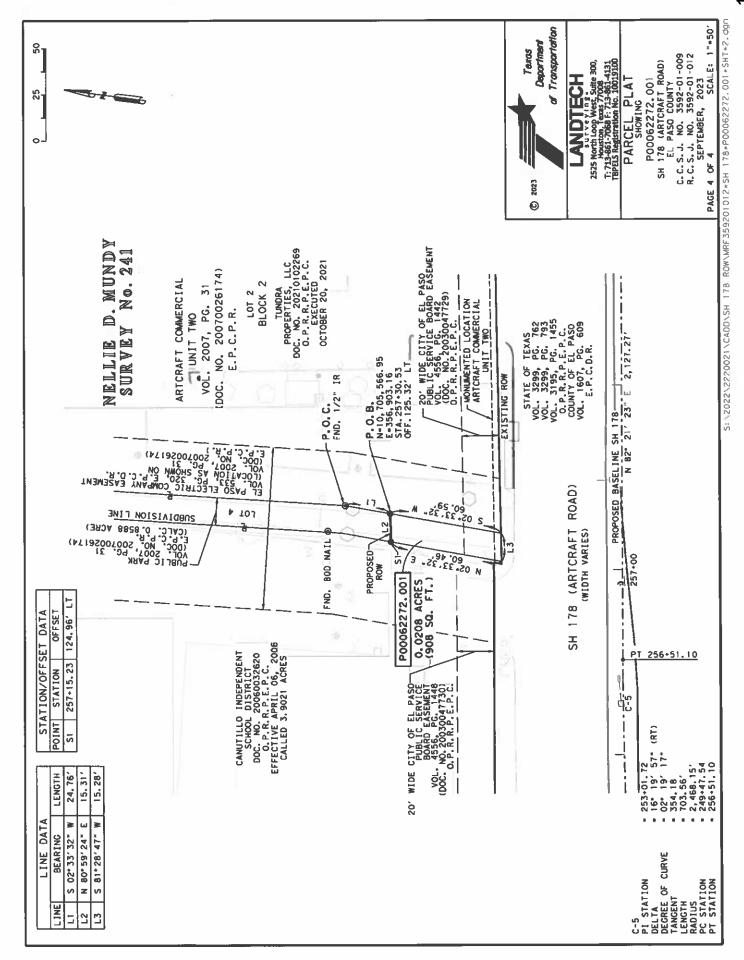
8. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

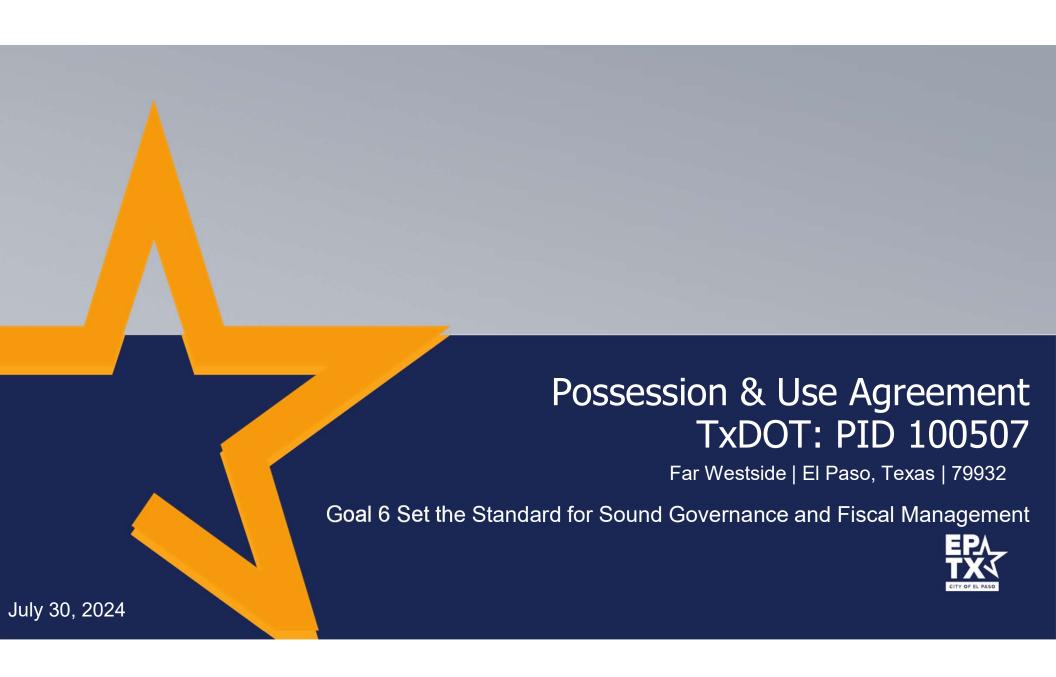
ACCESS WILL BE PERMITTED TO THE REMAINDER ABUTTING THE HIGHWAY FACILITY.

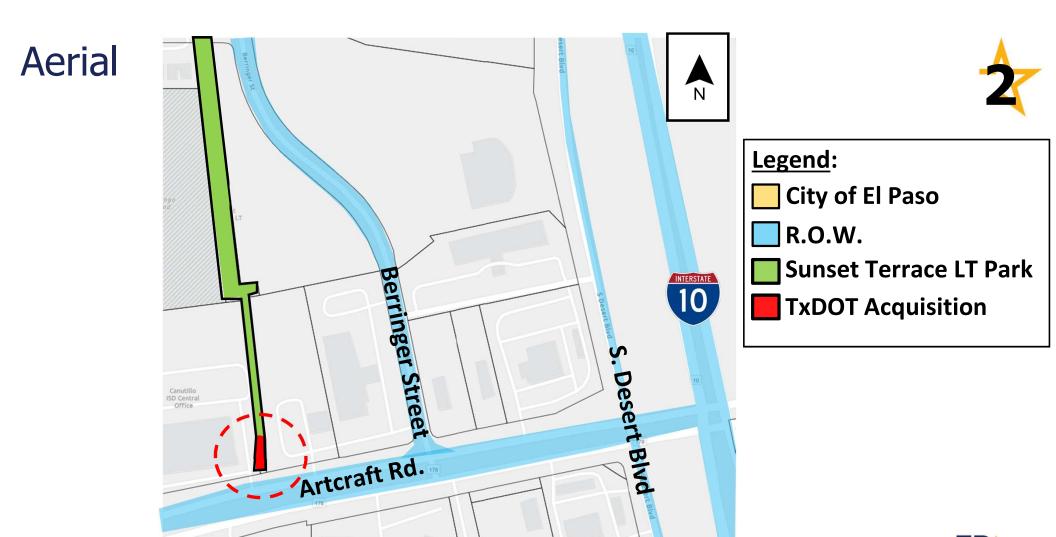
ADAM N. DIEHL SEPTEMBER, 2023 REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6346

SCALE: N. T. S. PO0062272, 001 SH 178 (ARTCRAT ROAD) EL PASO COUNTY C.C.S.J. NO. 3592-01-009 R.C.S.J. NO. 3592-01-012 2525 North Loop West, Suite 300, Houston, Texas 7706 T: 713-861-7068 F: 713-861-4131 TBPELS Registration No. 10019100 ANDTECH PARCEL PLAT SEPTEMBER, 2023 SHOW INC PAGE 3 OF 4

S: \2022\2223021\CaDD\SH 178 ROW\WRF359201012+SH 178+P00062272,001+SHT+1,dan







# PROPERTY OVERVIEW

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PID: A portion of PID 100507

Size: ~ 0.02 acres

**Zoning:** C-4/SPc (Commercial/special protective condition)

Area of Town: District 1

**Appraised Value:** 

\$20,289

### **Chain of Title:**

03/28/2007 – TGK-Artcraft, LLC to City of El Paso (parkland dedicated via plat)

**Current Use:** Linear trail park



# PROPOSED USE



- Early access to the property to begin due diligence
- Consideration: \$3,000 incentive
- TxDOT will acquire the property following approval of PUA

RECOMMENDATION: Approve PUA









Deliver exceptional services to support a high quality of life and place for our community

# Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

# ☆ Values

Integrity, Respect, Excellence, Accountability, People

## El Paso, TX

### **Legislation Text**

File #: 24-999, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 6**

Streets and Maintenance, Mary Lou Espinoza, (915) 867-2629

#### AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign a Building Lease between the City of El Paso ("Landlord") and Air Methods, LLC, a Delaware Limited Liability Company ("Tenant"), for operating the Aviation and Clinical Crew Base Site located at 12230 Pine Springs, El Paso, Texas for a term of five years and authorizing the City Manager be authorized to make subsequent nonmaterial amendments to the Building Lease after review by the City Attorney.

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

**AGENDA DATE:** 

July 30, 2024

PUBLIC HEARING DATE: July 30, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mary Lou Espinoza, Capital Assets Manager,

(915) 867-2629

**DISTRICT(S) AFFECTED:** 6

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

#### **SUBJECT:**

A resolution authorizing the City Manager to sign a lease agreement by and between the City of El Paso and Air Methods, LLC, a Missouri limited liability company, for the Aviation and Clinical Crew Base Site located at 12230 Pine Springs for a term of five years.

#### **BACKGROUND / DISCUSSION:**

The City of El Paso desires to lease a portion of the building located on real property parcel identified as PID 26528, aka Fire Station 35, located at 12230 Pine Springs Dr., that is proposed to be used for crew support personnel guarters and office space in support of a medical helicopter service.

#### **PRIOR COUNCIL ACTION:**

On April 23, 2024, the City and Air Methods, LLC, entered into an agreement titled Air Medical Services and Support Agreement for medically necessary air transport service.

June 11, 2024, Section 5.8 Base Sites was amended to extend the period for a lease agreement to be executed.

#### AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_x \_ YES \_\_\_NO

**PRIMARY DEPARTMENT:** Streets & Maintenance (Real Estate)

**SECONDARY DEPARTMENT:** Fire Department

**DEPARTMENT HEAD:** Richard J. Bristol - Streets and Maintenance Director

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

7-15-24

#### RESOLUTION

**WHEREAS**, on April 23, 2024, the City and Air Methods, LLC, entered into an agreement titled Air Medical Services and Support Agreement for medically necessary air transport service; and

**WHEREAS**, on June 11, 2024, Section 5.8 Base Sites was amended to extend the period for a lease agreement to be executed; and

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

- 1. That the City Manager be authorized, on behalf of the City of El Paso, to sign a Building Lease by and between the City of El Paso and Air Methods, LLC, a Delaware limited liability company, for the Aviation and Clinical Crew Base Site located at 12230 Pine Springs for a term of five years.
- 2. That the City Manager be authorized to make subsequent nonmaterial amendments to the Lease Agreement after review by the City Attorney.

Approved this day of	2024.
	CITY OF EL PASO
	Oscar Leeser Mayor
ATTEST:	Wayor
Laura D. Prine, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	Mask
Carlos L. Armendariz	Mary Lou Espinoza
Assistant City Attorney	Capital Assets Manager

THE STATE OF TEXAS	)	
	)	LEASE AGREEMENT FOR
COUNTY OF EL PASO	)	12230 Pine Springs

This Lease Agreement ("Lease") is made this <u>1st</u> day of <u>August</u>, <u>2024</u> ("Effective Date") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, ("Landlord"), and <u>Air Methods, LLC</u>, a <u>Delaware limited liability company</u>, ("Tenant").

For good and valuable consideration, the parties agree as follows:

#### SECTION 1. DEFINITIONS.

The following terms shall be defined in this Lease as follows:

**Premises:** A portion of the building located at 12230 Pine Springs, consisting

of approximately <u>8,729</u> square feet, as determined by Landlord in its sole discretion, comprised of two (2) bedrooms (approximately 144 square feet each), and one (1) medical supply closet (approximately 65 square feet) for Tenant's exclusive use, and nonexclusive use of the gym (approximately 240 square feet), office with 3 desks (approximately 202 square feet), men's lockers and shower facilities (approximately 385 square feet), women's lockers and shower facilities (approximately 193 square feet), restrooms (approximately 50 square feet), a common area consisting of a living, kitchen, and dining room (approximately 802 square feet), corridor (approximately 810 square feet) all as depicted on EXHIBIT A.

PROPERTY ID# 26528 GEO ID# V86799900102400

Land: The land described on *Exhibit A* attached hereto (which includes the

land where any improvements are located, including the Premises and the outside area including but limited to parking areas, and

sidewalks).

**Permitted Use:** Solely for the following: <u>Aviation and Clinical Crew Base Site</u>

**Term:** The Initial Term, any renewal or extension term pursuant to any

properly exercised Tenant option, any renewal or extension period provided for in any subsequent written agreement between the

parties, and any month-to-month tenancy holdover period.

**Initial Term:** FIVE (5) YEARS Lease Years.

The first "Lease Year" shall commence on the Lease Commencement Date and end upon the expiration of the last day of the twelfth (12<sup>th</sup>) full calendar month following the Rent Commencement Date. Thereafter, a "Lease Year" shall consist of

HQ#: 23-1861-Fire | TRAN-538720 | Lease Agreement - 12230 Pine Springs - Air Methods, LLC | CLA

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successive periods of twelve (12) calendar months.

**Renewal Term:** THREE (3) OPTIONS OF ONE (1) YEAR

**Lease Commencement Date:** August 1, 2024

Rent Commencement Date: August 1, 2024

**Base Rent Schedule:** 

**Monthly Base Rent** 

From the Rent Commencement Date

through Lease Year 1: \$945.39 per month

Lease Year 2: \$964.30 per month

Lease Year 3: \$983.59 per month

Lease Year 4: \$1,003.26 per month

Lease Year 5: \$1,023.33 per month

Security Deposit: \$2,836.17

**Broker(s):** N/A

**Landlord's Payment** 

**Address:** The City of El Paso

Attn: Office of the Comptroller

P. O. Box 1890

El Paso, Texas 79950-1890

Tenant's Notice Address: Air Methods, LLC

Attn: Vice President, South Central Region Address: 5500 South Quebec St., Ste. 300 Greenwood Village, Colorado, 80111

Air Methods, LLC

Attn: Legal Department

Address: 5500 South Quebec Street, Suite 300

Greenwood Village, Colorado 80111 Email: contracts@airmethods.com

Email: realestate@airmethods.com

SECTION 2. LEASE OF PREMISES; COMMON AREA; PERMITTED USE; CONDITION OF PREMISES, COMMON AREA, AND LAND; QUIET ENJOYMENT

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- A. PREMISES. Subject to the terms of this Lease, Landlord hereby leases the Premises to Tenant for the Term.
- B. COMMON AREA. Subject to Landlord's existing and future rules and regulations, and the existing or future rights of third parties, if any, Tenant shall have the right to non-exclusive use of common areas on the Premises as set forth above. In this Lease, "common area(s)" means all parking areas, access roads, driveways, sidewalks, landscaped areas, retaining walls, fences and rock walls, lighting facilities, other non-exclusive use areas and improvements and other facilities furnished, made available or maintained by Landlord in, on, or about the Land.
- C. PERMITTED USE. Tenant shall use the Premises solely for the Permitted Use and for no other purpose, and such use shall be subject to and in accordance with all applicable laws, rules, and regulations, including, without limitation, the laws of the United States of America and the State of Texas, the rules and regulations promulgated by their authority and all applicable rules, regulations and ordinances of Landlord now in force or hereafter prescribed or promulgated by charter authority, by law, or otherwise. If a federal agency assesses a civil penalty against Landlord for a violation related to the Permitted Use or an action or lack of action taken by Tenant or Tenant's agents, employees, contractors, or patrons in, on, or about the Land, then Tenant will reimburse Landlord for the civil penalty within 30 days of receipt of notice from Landlord of the civil penalty.
- CONDITION OF PREMISES, COMMON AREAS, AND LAND. EXCEPT AS D. EXPRESSLY PROVIDED OTHERWISE IN THIS LEASE, TENANT AGREES AND UNDERSTANDS THAT: (i) LANDLORD IS MAKING NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PREMISES, THE COMMON AREAS, OR THE LAND, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES REGARDING (a) THE CONDITION OF THE PREMISES, OR (b) THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES FOR ANY PARTICULAR USE OR PURPOSE; (ii) WITHOUT LIMITATION ON THE FOREGOING, TENANT **EXPRESSLY WAIVES** ANY AND ALL SUCH WARRANTIES, INCLUDING SPECIFICALLY, **BUT WITHOUT** LIMITATION, **WARRANTY** THE SUITABILITY; (iii) TENANT ACCEPTS THE PREMISES "AS IS" WITH ALL FAULTS AND HEREBY FULLY AND FINALLY RELEASES, ACQUITS AND FOREVER DISCHARGES LANDLORD AND ITS AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, AND DAMAGES, BOTH KNOWN AND UNKNOWN, IN LAW OR IN EQUITY, NOW EXISTING OR HEREAFTER ARISING, IN CONNECTION WITH THE CONDITION OF THE PREMISES, THE COMMON AREAS AND/OR THE LAND. THESE PROVISIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.
- E. QUIET ENJOYMENT. Subject to all zoning ordinances and other laws and regulations governing or regulating the use of the Premises and all easements, rights of way, and prescriptive rights, and all presently recorded instruments which affect the Premises, and provided that Tenant fulfills its obligations under this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term.

#### **SECTION 3. HOLDOVER.**

If Tenant fails to surrender the Premises to Landlord prior to the expiration of the Term in the condition required by this Lease, the term shall renew on a month-to- month basis and (a) Tenant shall be considered a month-to-month Tenant under this Lease, (b) the Term shall automatically be extended on a month-to-month basis, (c) the monthly Base Rent due during such tenancy shall be one hundred fifty percent (150%) of the highest monthly Base Rent that was due throughout the Term, and (d) all terms and provisions of this Lease shall remain in full force and effect during such month-to-month tenancy. During such month-to-month tenancy, either party may terminate this Lease by providing the other party at least thirty (30) days prior written notice of termination. Tenant will be liable to Landlord for any loss or damage caused by Tenant's failure to surrender the Premises upon the expiration of this Lease.

#### **SECTION 4. BASE RENT; SECURITY DEPOSIT.**

A. BASE RENT. Tenant shall pay Landlord Base Rent in the amounts set forth in Section 1 of this Lease, in advance, on the first day of each calendar month throughout the Term. Base Rent will be paid to Landlord in the form of an ACH payment or check. On the Effective Date, Tenant shall pay Landlord the Base Rent that will be due under this Lease from the Effective Date through the expiration of the first full calendar month following the Effective Date. Any other fees or expenses payable from Tenant to Landlord pursuant to this Lease shall be considered additional rent. Any rent or other amounts accruing under this Lease that are not received by Landlord by the tenth (10<sup>th</sup>) day of the month in which payment is due, shall bear interest from the date such payment was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law

All rent, fees, and other charges due Landlord shall be paid to Landlord at Landlord's Payment Address or at such place or by wire transfer as may be designated from time to time by Landlord.

B. SECURITY DEPOSIT. On the Effective Date, to secure Tenant's performance under this Lease, Tenant shall pay Landlord the Security Deposit, which shall be held by Landlord without obligation for interest or segregation. If Tenant does not timely pay Landlord any amount due Landlord pursuant to this Lease, then, without notice or demand, Landlord may utilize the Security Deposit to pay Landlord any such amounts, and Tenant shall, within thirty (30) days of receipt of written demand therefor, pay Landlord the amount necessary to restore the Security Deposit to the full amount required by this Lease. Landlord will return the Security Deposit, less any amounts owed by Tenant to Landlord, within sixty (60) days after the expiration or termination of this Lease, or the end of any holdover period. Tenant shall remain obligated to pay Landlord any amounts owed to Landlord that are not covered by the Security Deposit.

#### SECTION 5. PREMISES AND COMMON AREA MAINTENANCE

Tenant will pay its proportionate share, based on the square footage of Tenant's exclusive leased space as a portion of the square footage of Landlord's total building, of expenses incurred by Landlord to operate and maintain the Premises and common areas, if any. Such expenses are included in the base rent.

Notwithstanding any contrary provision in this Lease, Tenant is responsible for the costs of repairs for any damages to the common areas or Premises caused by Tenant or Tenant's employees, HQ#: 23-1861-Fire | TRAN-538720 | Lease Agreement – 12230 Pine Springs – Air Methods, LLC | CLA

contractors, agents, invitees, and/or licensees. Landlord shall have the right to make such repairs without notice to Tenant, at Tenant's sole cost, which costs shall be considered additional rent under this Lease and shall be due and payable within five (5) days after Tenant's receipt of an invoice therefor.

## LANDLORD AND TENANT WAIVE THE APPLICABILITY OF SECTION 93.012 OF THE TEXAS PROPERTY CODE TO THE TERMS OF THIS LEASE.

## SECTION 6. LANDLORD'S MAINTENANCE AND REPAIR OBLIGATIONS; LANDLORD'S RIGHT OF ENTRY.

- A. LANDLORD'S MAINTENANCE AND REPAIR OBLIGATIONS. Landlord shall keep or cause to be kept the foundation, roof, and structural portions of walls, HVAC, plumbing and mechanical systems, fire suppression systems in good order, repair, and condition except for damage due to the acts or omissions of Tenant, its employees, contractors, licensees, and/or invitees (for which Tenant shall be solely responsible). Landlord shall commence required repairs as soon as reasonably practicable after receiving written notice from Tenant of any required repair. Except as provided in this Section, Landlord shall not be obligated to make repairs, replacements, or improvements of any kind to the Premises, or to any equipment, merchandise, stock in trade, facilities, or fixtures therein, all of which shall be Tenant's responsibility.
- B. LANDLORD'S RIGHT OF ENTRY. Landlord reserves the right to enter the Premises to inspect the condition of the Premises, perform any Landlord maintenance, repairs, or replacements under this Lease, to inspect the Premises to verify Tenant is in compliance with all maintenance, repair, and replacement obligations under this Lease, and/or to show the Premises to prospective buyers, tenants, or current or prospective Landlord lenders. Except in case of emergency, prior to entering the Premises, Landlord will provide Tenant with 24 hours' notice. The exercise of Landlord's right to enter the Premises for the purposes under this Section do not constitute an eviction or disturbance of Tenant's rights under this Lease. Upon completion of any inspection pursuant to this provision, Landlord shall provide written notice of any repairs or maintenance which Landlord in its sole discretion determines Tenant is obligated to perform.

#### SECTION 7. TENANT'S MAINTENANCE AND REPAIR OBLIGATIONS.

Tenant shall at all times keep the portion of the Premises which is exclusively for Tenant's use, and any improvements Tenant makes to the Premises clean, orderly, sanitary and safe, damage by unavoidable casualty excepted. If replacement of equipment, fixtures and appurtenances thereto are necessary, Tenant shall, subject to Landlord's prior approval, replace the same with equipment, fixtures and appurtenances of the same quality, and repair all damages done in or by such replacement.

Landlord, acting reasonably, shall be the sole judge of Tenant's compliance with the foregoing Tenant obligations. Notwithstanding any contrary provision in this Lease, if Tenant fails to perform such obligations to Landlord's reasonable satisfaction within ten (10) days after receipt of written notice from Landlord, Tenant shall be in default of this Lease and, in addition to Landlord's other remedies, Landlord shall have the right to enter the Premises and perform such obligations at

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Tenant's sole cost, which shall be considered additional rent under this Lease and shall be due and payable within five (5) days after Tenant's receipt of an invoice therefor.

#### **SECTION 8. TAXES**

Tenant shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Tenant or Landlord arising from or related to the portion of the Premises which is exclusive to Tenant during the Term. The base rent shall include the taxes expected on the portion of the Premises which is exclusive to Tenant during the Term. Tenant in good faith may contest any tax or governmental charge; provided that Tenant may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Landlord, such action will not adversely affect any right or interest of Landlord.

#### SECTION 9. TENANT IMPROVEMENTS AND PERSONAL PROPERTY.

Tenant shall not make any improvements, alterations, or changes of any nature (except for the addition of removeable trade fixtures) to the Premises without the prior written consent of Landlord. Any such improvements, alterations, or changes must comply with all applicable laws, rules, regulations, and Landlord conditions. Upon completion of the improvements, Tenant will deliver "as-built" records of the construction signed and sealed by a professional engineer or architect licensed in Texas. Any improvements made pursuant to this Lease will become, without compensation, Landlord's property at the expiration or termination of this Lease. Any improvements made without Landlord's consent shall, at Landlord's option, either (i) automatically become Landlord's property as provided above; or (ii) upon written demand from Landlord before or after the expiration or termination of this Lease, be removed by Tenant, at Tenant's sole cost (and Tenant shall restore the Premises to Landlord's satisfaction).

If Tenant leaves any personal property in, on, or about the Premises after the expiration or earlier termination of this Lease, at Landlord's option, title to such property shall (i) automatically vest in Landlord, which Tenant hereby warrants and represents shall be free and clear of any and all encumbrances or rights of any third parties; or (ii) without taking title to such property, Landlord may leave such property in the Premises or otherwise dispose of such property as Landlord deems necessary or advisable, and Tenant's indemnity obligations under this Lease shall extend to all damages incurred by Landlord arising from or related to such property, including, without limitation, Landlord's acts or omissions with respect to such property. Personal property includes, without limitation, all machinery, equipment, appliances, furniture, fixtures, and any other personal property of any kind or description owned or leased by Tenant, or otherwise located on the Premises due to any act or omission of Tenant, but excluding motor vehicles.

#### **SECTION 10. UTILITIES.**

Landlord is solely responsible for obtaining and maintaining all utilities and all utility services during the Term, including, but not limited to, gas, electricity, telephone, cable, and water services required for the operation of Tenant's business within the Premises. Landlord agrees to pay before delinquency, all meter and any other utility charges including hook up, connection fees, or other charges which may accrue with respect to the Premises during the Term, whether the same be HQ#: 23-1861-Fire | TRAN-538720 | Lease Agreement – 12230 Pine Springs – Air Methods, LLC | CLA

charged or assessed at flat rates, measured by separate meters by the utility company or prorated by Landlord. Tenant will pay its proportionate share, based on the square footage of Tenant's exclusive leased space as a portion of the square footage of Landlord's total building of utility expenses incurred by Landlord for the Premises. Such expenses are included in the base rent.

#### **SECTION 11. SIGNS**

Except for signage which is required by statute, regulation, or rule for Tenant's air ambulance operations and related billing and reimbursement, Tenant will not place any signs that are visible from outside the Premises without Landlord's prior written consent.

#### **SECTION 12. NO ENCUMBRANCES**

Tenant shall promptly pay all contractors and materialmen performing work for Tenant in, on, or about the Premises, and shall not permit or suffer any lien to attach, or affidavit of lien to be filed, with respect to such work. If any such lien or claim of lien is filed, Tenant shall cause same to be released of record within ten (10) days after notice thereof.

Tenant shall not permit Tenant's interest in the Premises and/or this Lease to be encumbered in any way.

#### SECTION 13. FIRE MONITORING AND SUPPRESSION SYSTEMS.

Landlord agrees to supply and maintain at its own expense any fire extinguishers, or other fire prevention equipment required by any and all applicable federal, state, and local laws, rules, orders, ordinances, and regulations, and/or as may be required by any underwriters association, bureau, or any other similar body having jurisdiction over said Premises.

#### SECTION 14. ASSIGNMENT AND SUBLETTING.

Tenant shall not have the right and privilege to assign or sublet sublease this Lease.

#### SECTION 15. ENVIRONMENTAL LAWS.

#### A. For purposes of this Lease:

1. "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

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- 2. "Hazardous Material" means all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
- 3. "Releasing" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

#### B. COMPLIANCE.

- 1. Tenant will not cause or permit any Hazardous Material, other than what is necessary to carry out its operations, to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, common areas, or transported to and from the Premises by Tenant, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law. Tenant will indemnify, defend and hold harmless Landlord, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises, common areas, or transported to and from the Premises caused by the act or omission of Tenant, its sublessees, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, common areas, or other land, soil, underground or surface water to the extent required under Environmental Laws. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord bears any liability or responsibility under the Environmental Laws for any action that occurred in, on, or about the Premises or common areas. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Landlord's right to enforce Tenant's promise to indemnify is not an adequate remedy at law for Tenant's violation of any provision of this Section. Landlord will also have all other rights and remedies provided by law or otherwise provided in this Lease.
- 2. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Tenant results in any contamination of the Premises or any improvements thereon, Tenant shall promptly take all actions, at its sole cost and expense, as are necessary to return the

Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon. If Tenant fails to comply with this provision, then Landlord may take remedial action and invoice to Tenant the costs incurred by Landlord under this Provision. Tenant will pay such invoice within 30 calendar days of receiving such invoice. Any remedial action taken by Landlord under this provision does not modify or release Tenant's obligations under this Lease.

- 3. Tenant will, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority ("Government") under the Environmental Laws. If the Government determines that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Tenant will, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no expense to Landlord, Tenant will promptly provide all information requested by Landlord to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination of the Premises or the improvements thereon or the surrounding property.
- 4. Tenant will notify Landlord promptly after Tenant becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Tenant's Permitted Use on the Premises, and (b) any change in Tenant's Permitted Use on the Premises that will change or has the potential to change Tenant's or Landlord's obligations or liabilities under the Environmental Laws.

#### C. RELEASING HAZARDOUS MATERIAL.

- 1. In the event of a Release of Hazardous Materials in violation of Environmental Laws on the Premises that presents an immediate threat of injury to persons of property that is not immediately remediated to the satisfaction of Landlord or the expiration of cure periods provided for in this Lease, then notwithstanding any other provision in this Lease to the contrary, Landlord may "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises. Tenant will be responsible for the cost of Landlord's "self-help" in this Section, which can include but are not limited to attorneys' fees. Landlord will use its best efforts to notify Tenant prior to its exercise of such self-help rights.
- 2. Tenant's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this Section is a material default of this Lease. As such, Landlord may pursue the remedies as set HQ#: 23-1861-Fire | TRAN-538720 | Lease Agreement 12230 Pine Springs Air Methods, LLC | CLA

forth in this Lease, in addition to all other rights and remedies provided by law.

3. Notwithstanding anything to the contrary herein, Tenant shall only be responsible for the liabilities, costs, expenses, and indemnifies Landlord to the extent a violation of Environmental Laws is caused by and attributable to Tenant's actions.

#### D. REPORTING.

- 1. If required by applicable law, if Tenant submits any filing or response pertaining to its property, operations, or presence on City property with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the EPA or the TCEQ, or any successor agencies, Tenant provide duplicate copies to Landlord of such filing(s) and response(s) with any related documents at the time same are made.
- 2. If required by applicable law, upon expiration, termination or cessation of this Lease for any reason, Tenant will provide to Landlord a Phase I Environmental Site Assessment meeting ASTM standards of the Premises. If in the opinion of Landlord, such report indicates that the Premises is in violation of applicable Environmental Laws, then Tenant will perform work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws.

#### SECTION 16. CASUALTY AND CONDEMNATION.

#### A. CASUALTY.

If the Premises is hereafter damaged or destroyed or rendered partially untenantable for their accustomed use by fire or other casualty, Landlord may, in its sole and absolute discretion, restore the Premises (excluding stock in trade, trade fixtures, furniture, furnishings, carpeting, floor covering, wall covering, drapes and equipment, which Tenant shall be required to restore) or terminate this Lease upon written notice to Tenant. If Landlord elects to restore the Premises, from the date of such casualty until the Premises are so repaired and restored, the monthly Base Rent payments hereunder shall abate in such proportion as the part of the Premises thus destroyed or rendered untenantable bears to the total Premises. If Tenant or its employees, agents, or contractors caused the casualty, Tenant shall not be entitled to any rent abatement. If Landlord terminates this Lease pursuant to this provision, this Lease shall terminate as of the later of (i) the date of the casualty; and (ii) the date Tenant ceased all operations and occupancy of the Premises (which shall not be later than thirty (30) days after the date of such notice).

#### B. CONDEMNATION.

1. If any portion of the Land or any improvement thereon shall be acquired, condemned or damaged as a result of the exercise of any power of eminent domain, condemnation or sale under threat thereof or in lieu thereof (herein called a "Taking"), then Landlord at its election may terminate this Lease by giving notice to Tenant of its election to terminate. If Landlord terminates this Lease pursuant to this provision, this Lease shall

terminate as of the date the condemning authority has the right to physical possession of the property subject to the Taking. If this Lease is not terminated as aforesaid, then it shall continue in full force and effect, and Landlord shall, if any portion of the Premises is a part of the property subject to the Taking, within a reasonable time after possession is physically taken by the condemning authority, restore the remaining portion of the Premises to the extent reasonably possible, to render it reasonably suitable for the Permitted Use. Provided, however, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses incurred in connection therewith (including attorneys' fees) for the restoration. Base Rent shall be reduced in the proportion that the area of the Premises so taken bears to the total Premises. Base Rent will not be reduced for a Taking of property outside the Premises. Landlord reserves and Tenant assigns to Landlord all rights to damages on account of any Taking, or any act of any public or quasi-public authority for which damages are payable. Tenant shall execute such instruments of assignment as Landlord requires, join with Landlord in any action for the recovery of damages, if requested by Landlord, and turn over to Landlord any damages recovered in any proceeding. However, Landlord does not reserve any damages payable for trade fixtures or leasehold improvements installed by Tenant at its own cost which are not part of the realty and all other damages that Tenant may be entitled to under applicable law; provided, however, Tenant shall not be entitled to any damages that would reduce Landlord's award.

2. Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease by providing Landlord written notice of termination prior to the date the condemning authority has the right to physical possession of the property subject to any Taking (in which case this Lease will terminate on the date such right accrues), but only if the Taking includes any part of the Premises.

#### **SECTION 17. SNDA AND ESTOPPEL.**

- A. SNDA. At the request of Landlord, Tenant will sign and return to Landlord any commercially reasonable Subordination, Nondisturbance, and Attornment agreement ("SNDA") within ten (10) days after written request therefor, and Tenant agrees to the following:
  - 1. SUBORDINATION. Tenant's interest under this Lease is, at all times, subordinate to other present and future liens on the Premises and any modifications, supplements, extensions, amendments, renewals, consolidations, and replacements of said liens.
  - 2. NON-DISTURBANCE. If the ownership of the Premises changes in any way, then Tenant's right to quiet enjoyment and other rights under this Lease will not be disturbed or terminated, provided that this Lease is in full force and effect and there are no defaults by Tenant.
  - 3. ATTORNMENT. Tenant shall recognize any future owners of the Premises as Landlord and will continue to perform all Tenant obligations under this Lease through the Term.

B. ESTOPPEL. At Landlord's request, Tenant will sign and return to Landlord within ten (10) days after written request therefor an estoppel certificate addressed to Landlord, any Landlord mortgagee and any third party that Landlord requests. Tenant will include the following in the estoppel certificate: the Term, the amounts that are to be paid under this Lease, a statement that there are no existing defaults on the part of Landlord (or describing such defaults) and that Tenant has no claims against Landlord (or describing such claims), and any other information pertaining to this Lease that Landlord may request.

#### SECTION 18. DEFAULTS AND REMEDIES.

- A. LANDLORD DEFAULTS. Landlord shall not be in default of any of its obligations under this Lease unless and until Landlord shall have failed to perform any Landlord obligation under this Lease within thirty (30) days after written notice from Tenant to Landlord describing the unfulfilled obligation (or within such additional time thereafter as Landlord reasonably requires to fulfill such obligation).
- B. TENANT DEFAULTS. The following shall be Tenant defaults under this Lease:
  - 1. Tenant fails to pay Base Rent, additional rent or other amounts when due hereunder and fails to cure such default within thirty (30) days after receiving written notice from Landlord;
  - 2. Tenant fails to perform or observe any other of the terms, provisions, conditions, and covenants of this Lease for more than thirty (30) days after receiving written notice of such failure;
  - 3. Landlord determines that Tenant submitted any false report required to be furnished hereunder;
  - 4. Tenant does anything upon or in connection with the Premises or the construction of any part thereof, which directly or indirectly interferes in any way with, or results in a work stoppage in connection with, any activities of Landlord in, on, under, or above any part of the Premises and fails to cure such default within ten (10) days after receiving written notice from Landlord;
  - 5. Tenant becomes bankrupt or insolvent or file or have filed against it a petition in bankruptcy or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant makes an assignment for the benefit of creditors;
  - 6. Tenant abandons or vacates or does not do business in the Premises by providing written notice thereof to Landlord and the foregoing continues for ten (10) consecutive calendar days;
  - 7. The Premises are used or occupied by any person other than Tenant and its contractors; and

8. The Premises are used for any purpose other than the Permitted Use.

#### C. LANDLORD'S REMEDIES.

- 1. Should any such default occur, and without any grace period, demand or notice, except as herein provided (the same being hereby waived by Tenant), Landlord, in addition to all other rights or remedies it may have, shall have the right thereupon or at any time thereafter to terminate this Lease by giving notice to Tenant stating the date upon which such termination shall be effective. Landlord shall further have the right, either before or after any such termination, to re-enter and take possession of the Premises, remove all persons and property from the Premises and store such property at Tenant's expense, all without notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Nothing herein shall be construed to require Landlord to give notice before exercising any of its rights and remedies provided for in this Lease.
- 2. If Landlord re-enters as provided herein, or if Landlord takes possession pursuant to legal proceedings or otherwise, Landlord may either terminate this Lease or Landlord may, from time to time, without terminating this Lease, make such alterations and repairs as it deems advisable to relet the Premises, and relet the Premises or any part thereof for such term or terms and at such rentals and upon such other terms and conditions as Landlord in its sole discretion deems advisable. Upon each such reletting all rentals, fees, or charges received by Landlord through reletting shall be applied: (i) to any indebtedness other than rent due hereunder from Tenant of Landlord; (ii) to pay any costs and expenses of reletting, including brokers and attorneys' fees and costs of alterations and repairs; (iii) to rent due hereunder; and (iv) the residue, if any, shall be held by Landlord and applied in payment of future rent as it becomes due hereunder, and any amounts left over after the following will belong to Landlord.
- 3. If rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall immediately pay any such deficiency to Landlord. No re-entry or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such termination is given by Landlord.
- 4. Without any notice, Landlord may at any time terminate this Lease for any Tenant default, including any prior default after Landlord retakes possession of the Premises. If Landlord terminates this Lease for any such default, in addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages incurred by reason of such default or breach, including all costs of retaking the Premises and including the total rent, fees, and charges reserved in this Lease for the remainder of the Term, subject to any Landlord obligation to mitigate damages, all of which shall be immediately due and payable by Tenant.
- 5. If Tenant shall continue in default in the performance of any of the covenants or agreements herein contained for a period of thirty (30) days after receiving Landlord's written notice thereof, Landlord may perform the same for the account of Tenant at

Tenant's sole cost, which shall be considered additional rent under this Lease, shall bear interest at the maximum nonusurious interest rate allowed by applicable law, and shall be due and payable immediately upon Tenant's receipt of an invoice therefor.

6. Landlord and Tenant entered into that certain Air Medical Services and Support Agreement dated April 30, 2024 (the "ADM Agreement"). In the event the ADM Agreement expires or terminates, this Lease will automatically terminate as of the effective date of such expiration or termination. Landlord and Tenant are entering into that certain Lease Agreement dated as of the Commencement Date ("Land Lease") for the land located at 12230 Pine Springs, El Paso, Texas 79936. In the event the Land Lease expires or terminates, this Lease will automatically terminate as of the effective date of such expiration or termination.

#### SECTION 19. SURRENDER OF PREMISES.

At the expiration or termination of this Lease, Tenant shall surrender the Premises, together with all real property improvements to the Premises constructed pursuant to this Lease, in good condition and repair, reasonable wear and tear excepted, and deliver all keys for, and all combinations on locks, safes, and vaults in the Premises to Landlord.

#### SECTION 20. INDEMNIFICATION.

TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND ELECTED AND APPOINTED OFFICIALS, HARMLESS AGAINST CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEYS' FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, TO THE EXTENT ARISING OUT OF OR RELATED DIRECTLY OR INDIRECTLY TO ACTS OR OMISSIONS OF TENANT, ITS AGENTS, EMPLOYEES, CONTRACTORS, AND LICENSEES IN THE PREMISES, AND THE USE OF OR PRESENCE IN, ON THE PREMISES BY SUCH PARTIES, OR FROM ANY TENANT DEFAULT UNDER THIS LEASE. IN CASE ANY ACTION OR PROCEEDING IS BROUGHT AGAINST LANDLORD BY REASON OF ANY SUCH CLAIM, TENANT, UPON RECEIPT OF WRITTEN NOTICE FROM LANDLORD, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LANDLORD. THE OBLIGATIONS OF TENANT UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

#### **SECTION 21. INSURANCE.**

Tenant, at its sole cost, shall maintain the following insurance coverage throughout the Term:

#### A. LIABILITY INSURANCE.

1. General Liability Insurance in amounts not less than:

\$1,000,000 – Each Occurrence

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\$2,000,000 – General Aggregate \$1,000,000 – Personal & Advertising Injury \$1,000,000 – Products/Completed Operations – Aggregate \$5,000 – Premises Medical Expense \$500,000 – Damage to Rented Premises (each occurrence)

Such policy shall include (i) a Waiver of Subrogation endorsement in favor of Landlord; (ii) a thirty (30) day Notice of Cancellation/Material Change endorsement in favor of Landlord; and (iii) if the policy does not provide blanket additional insured coverage for Landlord, an endorsement naming Landlord (and its elected and appointed officials, officers, agents and employees) as additional insureds.

2. Unless waived by Landlord in writing, Comprehensive Pollution Liability Insurance in amounts not less than \$1,000,000 for each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims, all covering the Premises and surrounding Landlord's property. Such policy shall include (i) a Waiver of Subrogation endorsement in favor of Landlord; (ii) a thirty (30) day Notice of Cancellation, or ten (10) days for nonpayment of premium, endorsement in favor of Landlord; and (iii) if the policy does not provide blanket additional insured coverage for Landlord (and its elected and appointed officials, officers, agents and employees), an endorsement naming Landlord (and its elected and appointed officials, officers, agents and employees) as additional insureds.

#### B. PROPERTY INSURANCE.

1. Tenant will insure all of Tenant's real property improvements now or hereafter located on the Premises (for the mutual benefit of Landlord and Tenant) against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the full replacement cost of such improvements. Landlord shall not be liable for any loss to any such Tenant improvements by any casualty, fire, or theft, and Tenant shall be solely responsible for carrying adequate insurance, at its sole cost and expense, to cover any such losses.

If any such improvements suffer any casualty caused by Tenant and Landlord elects to repair or restore such improvements, Tenant shall pay Landlord all insurance proceeds payable due to such casualty plus any additional amount Landlord determines will be necessary for Landlord to repair or restore such improvements. If the total amount paid by Tenant for such restoration is in excess of the actual costs thereof, the amount of such excess shall be paid to Tenant after such improvements have been repaired or restored.

If any such improvements suffer any casualty caused by Tenant and Landlord elects to terminate the Lease due to such casualty, Tenant shall pay Landlord all insurance

proceeds payable due to such casualty and any additional amount that would be required to fully replace or repair such improvements; provided, however, Tenant shall not be required to pay Landlord an amount in excess of the full replacement or repair costs, as applicable.

2. Tenant shall carry insurance against all risks, for the full insurable value, covering all of Tenant's merchandise, trade fixtures, furnishings, wall covering, floor covering, carpeting, drapes, equipment, and all items of personal property of Tenant located in, on, or about the Land.

## 3. ALL REAL AND PERSONAL PROPERTY OF TENANT KEPT IN, ON, OR ABOUT THE LAND SHALL BE KEPT AT TENANT'S RISK ONLY.

- C. WORKERS' COMPENSATION. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employer's liability of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee. Such policy shall include (i) a Waiver of Subrogation endorsement in favor of Landlord; and (ii) a thirty (30) day Notice of Cancellation, or ten (10) days for nonpayment of premium, endorsement in favor of Landlord.
- D. OTHER REQUIREMENTS. The foregoing insurance coverage may be provided by one or more policies of insurance. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas and must be responsible, reputable, and have financial capability consistent with the risks covered, as determined by Landlord in its sole discretion. Tenant will provide Landlord copies of all certificates of insurance on the Effective Date and at any time upon written request of Landlord throughout the Term. Tenant will provide Landlord all certificates evidencing renewal or replacement of said policies of insurance at least 10 calendar days following to the expiration or cancellation of any such policies.

#### **SECTION 22. GENERAL PROVISIONS.**

- A. NO WAIVER. Landlord may waive any Tenant default without waiving any prior or subsequent defaults. Landlord's failure to exercise or delay in exercising any right under this Lease, will not operate as a waiver of such right.
- B. RELATIONSHIP OF THE PARTIES. Landlord shall not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with Tenant.
- C. TIME IS OF THE ESSENCE. Time is of the essence in this Lease.
- D. WEEKENDS AND HOLIDAYS. If the due date set forth in this Lease for the performance of any obligation by Landlord or Tenant is a Saturday, Sunday, or City of El Paso holiday (or if notice is received or would otherwise be deemed received on any such date), the due date for performance of such obligation, or date of receipt of such notice, shall be deemed to be the next date that is not a Saturday, Sunday, or City of El Paso holiday.

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E. NOTICES. The parties will send all notices required by this Lease either in person, e-mail, in writing postmarked and delivered by certified mail, or by other nationally recognized overnight courier. All notices that are properly addressed and mailed shall be considered received 3 business days after the postmark date. All notices that are delivered in person or by e-mail are considered received on the date sent to the addresses or persons listed below. Parties may change their addresses or designated persons by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this Section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the Landlord: 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: Real Estate Division

7969 San Paulo El Paso, Texas 79907

Email: realestate@elpasotexas.gov

To the Tenant: Tenant's Notice Address set forth in Section 1.

- F. CONFIDENTIALITY. Tenant acknowledges that this Lease is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- G. GOVERNING LAW. This Lease is governed by Texas law.
- H. VENUE. The venue for disputes regarding this Lease between the parties will be El Paso County, Texas.
- I. SEVERABILITY. A future finding of invalidity of any provision of this Lease does not affect the validity of any remaining provisions of this Lease.
- J. HEADINGS. The headings and subheadings of this Lease are for information purposes only and are not substantive terms.
- K. GOVERNMENTAL FUNCTION. The parties agree that Landlord is entering into this Lease as a governmental entity performing a governmental function.
- L. TERMINATION AS REQUIRED BY THE CITY OF EL PASO CHARTER. In HQ#: 23-1861-Fire | TRAN-538720 | Lease Agreement 12230 Pine Springs Air Methods, LLC | CLA

accordance to Section 3.18 of the El Paso City Charter, this Lease may be terminated by the City if the City determines that it is necessary to secure efficiency of public service at a reasonable rate, or to assure that the property is maintained in good order throughout the life of the grant.

#### M. AUDIT RIGHTS. Reserved

- N. FORCE MAJEURE. If either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, acts of war or other reason of the like nature not the fault of the party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, Tenant shall not be excused from any obligations for payment of Base Rent, additional rent, fees, or other payments required by the terms of this Lease when same are due, and all such amounts shall be paid when due.
- O. SUCCESSORS AND ASSIGNS. This Lease is binding on Landlord and Tenant, and their successors.
- P. NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries of this Lease.
- Q. LANDLORD'S DISCRETION. Unless otherwise expressly provided for in this Lease, Landlord's approval or consent as permitted or required by this Lease may be given or withheld by Landlord for any reason or no reason at all.

# SECTION 23. ADDITIONAL PROVISIONS. NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS LEASE: N/A

[ signature page(s) follow ]

LANDLORD:	
CITY OF EL PASO:	
Cary Westin, City Manager	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	Mall:
Carlos L. Armendariz	Mary Lou Espinoza
Assistant City Attorney	Capital Assets Manager
STATE OF TEXAS ) COUNTY OF EL PASO )	cknowledgement)
	e me on the day of, 2024 by Car f El Paso, a municipal corporation, on behalf of sai
	Notary Public, State of Texas
Notary's Commission Expires:	
Notary's Name (printed)	
- · · · · · · · · · · · · · · · · · · ·	

**TENANT:** 

Air Methods, LLC

Name: Leo Morrissette

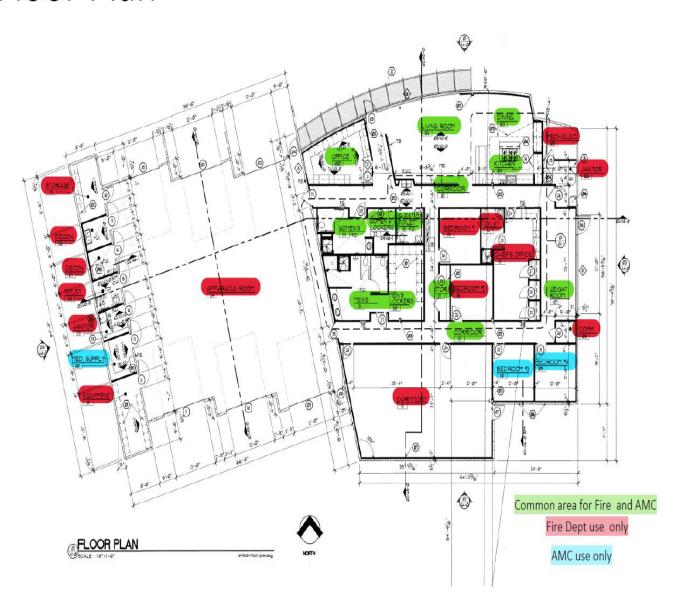
Title: Executive Vice President – Operations

#### **EXHIBIT A**

The portions marked in blue consisting of two (2) bedrooms (approximately 144 square feet each), and one (1) medical supply closet (approximately 65 square feet) for Tenant's exclusive use, and nonexclusive use of the gym (approximately 240 square feet), office with 3 desks (approximately 202 square feet), restrooms (approximately 50 square feet), men's lockers and shower facilities (approximately 385 square feet), women's lockers and shower facilities (approximately 193 square feet), a common area consisting of a living, kitchen, and dining room (approximately 802 square feet), corridor (approximately 810 square feet)

# Floor Plan

Figure A1



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Figure A2

The portions outlined in yellow show the outside areas including but not limited to sidewalks and a parking lot.



#### **EXHIBIT B**

#### **RENEWAL OPTION ADDENDUM**

Premises Address: 12230 Pine Springs

Landlord: City of El Paso Tenant: Air Methods, LLC

Provided there are no uncured Tenant defaults under the Lease at the time Tenant exercises its option, Tenant shall have the right to extend the Term for three (3) additional period(s) of 12 months each, by delivering written notice of renewal to Landlord at least 90 days prior to the expiration of the then current Term. If the Term is extended, all provisions of the Lease shall continue in full force and effect; provided, however, Base Rent for the extension period(s) shall increase 2% at the beginning of each Lease Year throughout such extension period(s).

All capitalized terms used in this addendum not otherwise defined herein have the same meaning given such terms in the Lease.

## El Paso, TX

### **Legislation Text**

File #: 24-1015, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 6**

Streets and Maintenance, Mary Lou Espinoza, (915) 867-2629

#### AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign a Ground Lease between the City of El Paso ("Landlord") and Air Methods, LLC, a Delaware Limited Liability Company ("Tenant"), for operating the Aviation and Clinical Crew Base Site located at 12230 Pine Springs, El Paso, Texas for a term of five years and authorizing the City Manager be authorized to make subsequent nonmaterial amendments to the Ground Lease after review by the City Attorney.

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

**AGENDA DATE:** 

July 30, 2024

PUBLIC HEARING DATE: July 30, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mary Lou Espinoza, Capital Assets Manager,

(915) 867-2629

**DISTRICT(S) AFFECTED:** 6

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

#### SUBJECT:

A resolution authorizing the City Manager to sign a lease agreement by and between the City of El Paso and Air Methods, LLC, a Missouri limited liability company, for the Aviation and Clinical Crew Base Site located at 12230 Pine Springs for a term of five years.

#### **BACKGROUND / DISCUSSION:**

The City of El Paso desires to lease a portion of vacant land identified as PID 26528, aka Fire Station 35, located at 12230 Pine Springs Dr., that is proposed to be used for a helicopter pad and supporting equipment.

#### PRIOR COUNCIL ACTION:

On April 23, 2024, the City and Air Methods, LLC, entered into an agreement titled Air Medical Services and Support Agreement for medically necessary air transport service.

June 11, 2024, Section 5.8 Base Sites was amended to extend the period for a lease agreement to be executed.

#### AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? x YES NO

**PRIMARY DEPARTMENT:** Streets & Maintenance (Real Estate)

**SECONDARY DEPARTMENT:** Fire Department

**DEPARTMENT HEAD:** Richard J. Bristol - Streets and Maintenance Director

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

#### RESOLUTION

**WHEREAS**, on April 23, 2024, the City and Air Methods, LLC, entered into an agreement titled Air Medical Services and Support Agreement for medically necessary air transport service; and

**WHEREAS**, on June 11, 2024, Section 5.8 Base Sites was amended to extend the period for a lease agreement to be executed; and

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

- 1. That the City Manager be authorized, on behalf of the City of El Paso, to sign a Ground Lease by and between the City of El Paso and Air Methods, LLC, a Delaware limited liability company, for the Aviation and Clinical Crew Base Site located at 12230 Pine Springs for a term of five years.
- 2. That the City Manager be authorized to make subsequent nonmaterial amendments to the Lease Agreement after review by the City Attorney.

Approved this day of	2024.
	CITY OF EL PASO
	Oscar Leeser
ATTEST:	Mayor
Laura D. Prine, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	Mask
Carlos L. Armendariz	Mary Lou Espinoza
Assistant City Attorney	Capital Assets Manager

THE STATE OF TEXAS )

LEASE AGREEMENT FOR

COUNTY OF EL PASO )

12230 Pine Springs

This Lease Agreement ("Lease") is made this 1st day of August, 2024 ("Effective Date") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, ("Landlord"), and Air Methods, LLC, a Delaware Limited Liability Company ("Tenant").

For good and valuable consideration, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms shall be defined in this Lease as follows:

Premises: The land located at 12230 Pine Springs, El Paso, Texas 79936,

consisting of approximately <u>22,500</u> square feet, as set forth on Exhibit A and as determined by Landlord in its sole discretion.

PROPERTY ID# <u>26528</u> GEO ID# <u>V86799900102400</u>

**Permitted Use:** Solely for the following: base site for flight program, which includes

the placement of a temporary helipad, construction and use of a 50' x 50' (approximately 22,500 square feet) helipad and fencing,

placing a 8' x 40' conex office, and a fuel bowser.

**Term:** The Initial Term, any renewal or extension term pursuant to any

properly exercised Tenant option, any renewal or extension period provided for in any subsequent written agreement between the

parties, and any month-to-month tenancy holdover period.

**Initial Term:** FIVE (5) YEARS

The first "Lease Year" shall commence on the Lease Commencement Date and end upon the expiration of the last day of the twelfth (12<sup>th</sup>) full calendar month following the Rent Commencement Date. Thereafter, a "Lease Year" shall consist of

successive periods of twelve (12) calendar months.

**Renewal Term:** THREE (3) OPTIONS OF ONE (1) YEAR

Lease Commencement Date: August 1, 2024

**Rent Commencement Date:** August 1, 2024

#### **Base Rent Schedule:**

#### **Monthly Base Rent**

From the Rent Commencement Date

through Lease Year 1: \$2,062.50 per month

Lease Year 2: \$2,103.75 per month

Lease Year 3: \$2,143.85 per month

Lease Year 4: \$2,188.74 per month

Lease Year 5: \$2,232.52 per month

Security Deposit: \$6,187.50

**Broker(s):** N/A

**Landlord's Payment** 

**Address:** The City of El Paso

Attn: Office of the Comptroller

P. O. Box 1890

El Paso, Texas 79950-1890

Tenant's Notice Address: Air Methods, LLC

Attn: Vice President, South Central Region Address: 5500 South Quebec St., Ste. 300 Greenwood Village, Colorado, 80111

With a copy to: Air Methods, LLC Attn: Legal Department

Address: 5500 South Quebec St., Ste. 300 Greenwood Village, Colorado, 80111 Email: <a href="mailto:contracts@airmethods.com">contracts@airmethods.com</a>

Email: realestate@airmethods.com

#### **SECTION 2. PREMISES AND PRIVILEGES.**

#### 2.01 Right to Construct.

1. Tenant shall have the right and privilege to construct, maintain, and remove improvements upon the Premises subject to the terms, covenants, and conditions herein contained. Landlord agrees that Tenant may construct and install, at Tenant's sole cost and expense, the following improvements on the parcel of land described above: (1) a fifty foot by fifty foot concrete helipad, (2) a security fence around the helipad, (3) an eight foot by forty foot conex office, (4) helipad lighting, and (5) a fuel bowser to provide fuel to Tenant's helicopter at the Premises (collectively, the "Tenant Improvements") which are expected

to cost more than \$240,000. At the expiration or earlier termination of this Lease, Tenant shall remove the fuel bowser and the conex office and shall repair any damage occasioned by such removals at its own expense. The helipad and the fence will become the property of the Landlord at the expiration of this Lease.

#### **2.** Landlord's Approval of Plans.

Landlord's approval of any plans, specifications and working drawings for Tenant's construction or alteration of improvements shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulation of federal, state, county and municipal authorities. It is specifically understood that the Capital Assets and Real Estate Department is only one of numerous departments of the Landlord and that, in addition to obtaining approval of the Capital Assets and Real Estate Manager, Tenant shall be required to obtain the approval of other departments as well, such as Engineering, Municipal Services or Building and Planning Services.

#### 2.02 Restriction of Privileges, Uses and Rights.

The rights and privileges granted Tenant hereunder are subject and expressly limited to the terms and conditions described in this Lease including all attachments to this Lease

#### **2.03 Conditions of Granting Lease.**

The granting of this Lease and its acceptance by Tenant is conditioned upon the following covenants:

- A. That no functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of such Premises, except as reflected in this Lease including all attachments, shall be made without the prior written consent of Landlord.
- B. That the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Landlord now in force or hereafter prescribed or promulgated by charter authority or by law and which rules, regulations and/or ordinances apply equally to all property owned by the City of El Paso.

#### 2.04 Quiet Enjoyment.

Subject to all zoning ordinances and other laws and regulations governing or regulating the use of the Premises and all easements, rights of way, and prescriptive rights, and all presently recorded instruments which affect the Premises, and provided that Tenant fulfills its obligations under this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term.

#### **SECTION 3. TERM OF LEASEHOLD.**

#### 3.01 Holding Over.

It is agreed and understood that any holding over by Tenant of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a

rent of one and one-half times the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Tenant regarding the Premises at the end of the term of the present Lease on the City Council Agenda on a timely basis in which case the monthly rental rate in effect prior to the hold over shall continue until the new agreement is executed. Tenant shall be liable to Landlord for all loss or damage on account of any holding over against Landlord's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Landlord from Tenant after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required or operate as a waiver of any right of the Landlord to retake and resume possession of the Premises.

#### 3.02 National Emergency.

In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of time of such suspension.

#### **SECTION 4. BASE RENT; SECURITY DEPOSIT.**

A. BASE RENT. Tenant shall pay Landlord Base Rent in the amounts set forth in Section 1 of this Lease, in advance, on the first day of each calendar month throughout the Term. Base Rent will be paid to Landlord in the form of an ACH payment or check. On the Effective Date, Tenant shall pay Landlord the Base Rent that will be due under this Lease from the Effective Date through the expiration of the first full calendar month following the Effective Date. Any other fees or expenses payable from Tenant to Landlord pursuant to this Lease shall be considered additional rent. Any rent or other amounts accruing under this Lease that are not received by Landlord by the tenth (10<sup>th</sup>) day of the month in which payment is due, shall bear interest from the date such payment was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law

All rent, fees, and other charges due Landlord shall be paid to Landlord at Landlord's Payment Address or at such place or by wire transfer as may be designated from time to time by Landlord.

B. SECURITY DEPOSIT. On the Effective Date, to secure Tenant's performance under this Lease, Tenant shall pay Landlord the Security Deposit, which shall be held by Landlord without obligation for interest or segregation. If Tenant does not timely pay Landlord any amount due Landlord pursuant to this Lease, then, without notice or demand, Landlord may utilize the Security Deposit to pay Landlord any such amounts, and Tenant shall, within thirty (30) days of receipt of written demand therefor, pay Landlord the amount necessary to restore the Security Deposit to the full amount required by this Lease. Landlord will return the Security Deposit, less any amounts owed by Tenant to Landlord, within sixty (60) days after the expiration or termination of this Lease, or the end of any holdover period. Tenant

shall remain obligated to pay Landlord any amounts owed to Landlord that are not covered by the Security Deposit.

#### SECTION 5. OBLIGATIONS AND RIGHTS OF TENANT.

#### 5.01 Net Lease.

This Lease shall be without cost to Landlord except for Landlord's obligations specifically set forth in Section 2.04 above and elsewhere in this Lease Agreement. Tenant shall:

- A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times;
- B. Pay a proportional share of the taxes assessed against the Premises as a portion of Landlord's entire property, improvements located on the Premises, Tenant's interest in the Premises and improvements, and all of Tenant's personal property located on the Premises; and
- C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

#### 5.02 <u>Condition of Premises</u>.

Tenant accepts the Premises in their present condition and agrees that the Premises are suitable for Tenant's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Landlord has not made any warranties expressed or implied with regard to the condition of the Premises or improvements or their suitability for a particular use. Tenant accepts the Premises "As Is", "Where Is", with all faults, relying on Tenant's own inspection and judgment and not in reliance on any representations of Landlord. Landlord shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

#### 5.03 Design, Construction, Operation, Maintenance, and Removal.

Tenant, at Tenant's expense, agrees that it will design, construct, operate, maintain, and remove improvements on the Premises in accordance with this Lease including all Attachments to this Lease and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Landlord or Tenant, with respect to the use, occupation or alteration of the Premises and any improvements thereon. In addition, Tenant agrees that it will surrender all improvements upon the expiration or termination hereof.

Tenant, at Tenant's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990 and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Tenant shall, at Tenant's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Tenant's use, operation, occupation or alteration of the Premises including any improvements thereon. Notwithstanding anything to the contrary herein, Tenant shall only be responsible for the liabilities, costs, expenses, and indemnifies Landlord to the extent a violation of Environmental Laws is caused by and attributable to Tenant's actions.

#### A. Definitions.

- "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
- (3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

#### B. Compliance.

(1) Tenant shall not cause or permit any Hazardous Material, other than what is necessary to carry out its operations, to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Tenant, its subtenants, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law. Tenant shall indemnify, defend and hold harmless Landlord, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are

incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon caused by the act or omission of Tenant, it subtenants, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water to the extent required under Environmental Laws. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Landlord's right to enforce Tenant's promise to indemnify is not an adequate remedy at law for Tenant's violation of any provision of this Section. Landlord shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

- (2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Tenant results in any contamination of the Premises or any improvements thereon, or any surrounding property, Tenant shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon or the surrounding property to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon or the surrounding property; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon or the surrounding property.
- (3) Tenant shall, at Tenant's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Landlord, Tenant shall promptly provide all information requested by Landlord to determine the

applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination of the Premises or the improvements thereon or the surrounding property.

- (4) Tenant shall immediately notify Landlord promptly after Tenant becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Tenant's operation on the Premises, and (b) any change in Tenant's operation on the Premises that will change or has the potential to change Tenant's or Landlord's obligations or liabilities under the Environmental Laws.
- (5) Tenant shall insert the provisions of this Section 5.03 in any lease, agreement, license, or contract by which it grants a right or privilege to any person, firm or corporation under this Lease, but only with respect to those leases, agreements, licenses or contracts executed after the Effective Date of this Lease.
- C. <u>Fuel Storage Tanks</u>. Fuel storage tanks are allowed on the Premises for the purposes of carrying out operations.

#### D. Reporting.

- (1) If required by applicable law, if Tenant submits any filing or response pertaining to its property, operations, or presence with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the FAA, the EPA or the TCEQ, or any successor agencies, Tenant shall provide duplicate copies to Landlord of such filing(s) or response(s) with any related documents at the time same are made.
- (2) If required by applicable law, upon expiration, termination or cessation of this Lease for any reason, Tenant shall provide to Landlord a Phase I Environmental Site Assessment meeting ASTM standards of the Premises ("Tenant's Report"); and if, in the opinion of Landlord, if Tenant's Report indicates that the Premises is in violation of applicable Environmental Laws, then Tenant shall perform work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws.

#### 5.04 Development Deadlines.

Tenant will complete development of the Premises by the deadlines mutually agreed by Tenant and Landlord. Failure by the Tenant to complete development by the established deadlines is a material breach of this Lease and if Tenant fails to cure such breach within thirty (30) days of its receipt of written notice therefor the Landlord may terminate this Lease in whole or in part as it pertains to the undeveloped parcels by sending written notification to the Tenant after the expiration of the deadlines described in the attachments. The notice sent by the Landlord to the Tenant for termination is sufficient evidence to the termination of this Lease and no other signed documents by the Tenant are required. Tenant will remain responsible for removing all improvements from the Premises as provided in this Lease.

#### 5.05 Landlord's Approval of Plans.

Landlord's approval of any plans, specifications and working drawings for Tenant's construction or alterations of improvements or any plans, specifications and working drawings for Tenant's removal of improvements shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Department of Streets & Maintenance is only one of numerous departments of the Landlord and that, in addition to obtaining approval of the Director, Tenant shall be required to obtain the approval of other City departments. Upon approval by such agencies and the issuance of permits for the commencement of construction, Tenant shall deliver to the Director one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover, and copies of all issued permits. Upon completion of construction, Tenant shall deliver to the Chief Transit and Field Operations Officer a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer or architect licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

#### 5.06 Landscaping and Maintenance of Improvements.

Tenant shall landscape the Premises and keep the improvements on the Premises and sidewalks and parkways directly abutting the Premises in a good state of repair and condition and in a presentable condition. The exterior finish on the improvements shall be repainted and refinished as reasonably necessary to maintain the appearance of such improvements. Notwithstanding anything to the contrary in the Declaration, Landlord agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans as a part of the architectural review process.

Landlord shall be the sole judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform reasonable maintenance Landlord reasonably deems necessary in order to cause the exterior finish to be in a good condition. If said maintenance is not commenced by Tenant within forty-five (45) days after receipt of written notice, Landlord shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which shall be borne by Tenant.

#### 5.07 Utilities

Tenant shall pay for all costs or charges for utility services furnished to Tenant during the term hereof. Tenant shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

#### 5.08 Trash, Garbage, and Other Refuse.

Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Premises, of all trash, garbage and other refuse caused as a result of its use and occupancy of the Premises. Tenant shall provide and use suitable covered commercial type receptacles for all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Premises, shall not be permitted.

#### 5.09 Permitted Uses.

Tenant will not enter into any business activity on the Premises other than those permitted in the Lease. Tenant will not use the Premises for any uses not specifically listed in Exhibit "C" - Allowed Uses and Additional Use Requirements and Restrictions.

#### 5.10 Penalties Assessed by Federal Agencies.

Tenant understands and agrees that in the event any federal agency assesses a civil penalty against Landlord for any violation, including but not limited to any security violation, solely to the extent as a result of or related to any act or failure to act on the part of Tenant, its subtenants, agents, employees contractors, licensees or invitees, Tenant shall reimburse Landlord in the amount of the civil penalty assessed. Failure to reimburse Landlord within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

#### 5.11 Pre-Construction Requirements.

Tenant will not commence development on the Premises until Tenant has provided Landlord the following items and Landlord has approved the sufficiency of each of the following in the Landlord's discretion:

- a. Proof of required insurance coverages as provided in this Lease
- b. Conceptual plans for development

Failure by Tenant to provide each of these items to Landlord prior to the start of construction constitutes a material breach of this Lease.

#### SECTION 6. INSURANCE AND INDEMNIFICATION.

#### 6.01 Insurance.

Prior to the execution of this Lease, Tenant shall obtain, provide proof of, and shall maintain for the term of this Lease, the types and amounts of insurance coverage listed below, in amounts as set forth below:

Comprehensive General Liability Insurance, including automobile liability, in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence,

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence, and

Three Million Dollars (\$3,000,000.00) for Comprehensive Pollution Damage arising out of each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement

of claims, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

Prior to the execution of this Lease, Landlord shall obtain, provide proof of, and shall maintain for the term of this Lease, the types and amounts of insurance coverage listed below, in amounts as set forth below:

Comprehensive General Liability Insurance, including automobile liability, in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence.

#### 6.02 <u>Additional Insured</u>.

Landlord shall be named as an Additional Insured on all insurance policies required under this Lease, except workers compensation, either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Landlord or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

#### 6.03 **Property/Fire and Other Risks Insurance.**

Tenant, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of Landlord and Tenant against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement of the Parties, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by Tenant and reasonably acceptable to Landlord to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Tenant selected be unsatisfactory to Landlord, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Tenant, unless the value claimed by Tenant is confirmed through such an appraisal, in which case the Landlord shall reimburse the Tenant for the cost of such appraisal.

#### **6.04 Payment and Performance Bonds.** Reserved

#### 6.05 Authorized Insurance Companies.

All required policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by Landlord, such

approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Landlord at least ten (10) calendar days following to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

- A. a statement of the coverage provided by the policy;
- B. a statement certifying the Landlord to be listed as an additional insured in the policy;
- C. a statement of the period during which the policy is in effect;
- D. a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- E. an agreement by the insurance company issuing such policy that the policy shall not be canceled in any amount for any reason whatsoever without at least thirty (30) days, or ten (10) calendar days prior written notice for non-payment of insurance policy premiums, prior written notice to Landlord.

#### 6.06 Workers Compensation / Employer's Liability Insurance.

The Tenant shall procure and shall maintain during the life of this Lease, Workers' Compensation Insurance as required by applicable Texas law for all of Tenant's employees to be engaged in work under this Lease. Tenant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City of El Paso, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

#### 6.07 **Builder's Risk.**

During the construction of any improvements, the Tenant will cause its contractors ("Contractor") to obtain builder's risk insurance.

Builder's risk insurance (fire and extended coverage). This insurance <u>shall</u> be required for this <u>building</u> project. Until the project is completed and accepted in accordance with all the terms and conditions of this Agreement, Contractor is required to maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) completed value basis on the insurable portion of the project for the benefit of Landlord, Contractor, and subcontractor(s), as their interests may appear. This provision shall not release Contractor from his obligation to complete, according to plans and specifications, the project covered by this Contract, and Contractor and his Surety shall be obligated to full performance of Contractor's undertaking.

#### 6.08 Comprehensive Pollution Liability and Storage Tank Liability Insurance. Reserved

#### 6.09 Contractors, Subcontractors, Operators.

Tenant will require all contractors, subcontractors, and operators to have general comprehensive general liability, builder's risk insurance, environmental liability insurance, and workers compensation insurance as provided in this Lease and to add the Landlord as additional insured as provided in this Lease. Landlord may waive in writing any insurance requirements provided in this Section.

#### 6.10 INDEMNIFICATION.

TENANT AGREES TO INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS AGAINST CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, TO THE EXTENT ARISING OUT OF OR ATTRIBUTED DIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF TENANT'S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF TENANT OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF TENANT, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN THE PREMISES. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LANDLORD BY REASON OF ANY SUCH CLAIM, TENANT, UPON NOTICE FROM LANDLORD, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LANDLORD.

In no event shall either party, its employees, agents, or contractors be liable under this Lease to the other party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either party was advised of the possibility of such damages.

## SECTION 7. DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY. 7.01 Obligations of Tenant.

During the term hereof, except as provided in Section 7.03 below, should the improvements constructed by Tenant upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Tenant shall give prompt notice thereof to Landlord, and Tenant may either, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time or terminate this Lease by providing written notice to Landlord. If applicable, such repairs, replacements or rebuilding shall be made by Tenant as aforesaid and subject to and in accordance with the following terms and conditions:

A. Prior to commencing such work, Tenant shall deliver to Landlord a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Declaration. In the event the preliminary plans and specifications are disapproved, Tenant will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.

- B. Upon approval of the preliminary plans and specifications, as herein provided, Tenant shall prepare, or cause to be prepared, final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Tenant shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Tenant shall deliver to Landlord one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits for the Premises. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.
- C. Prior to commencing construction, Landlord may require Tenant to furnish a performance and payment bond in accordance with Section 6.04 and, if requested, builder's risk insurance.
- D. Upon compliance with the foregoing, Tenant's obligation to repair, replace or rebuild shall be subject to settlement occurring with the insurance company or companies and said proceeds of such insurance policy or policies having been paid to Tenant. After actual receipt of such insurance proceeds, Tenant shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.
- E. Upon completion of the construction, Tenant shall deliver to Landlord, a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

#### 7.02 Insurance Proceeds.

If applicable, upon receipt by Tenant of the proceeds of the insurance policy or policies, Tenant shall disburse such proceeds during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Tenant shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Tenant.

#### 7.03 Cancellation of Lease.

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty during the last five (5) years of the initial term or last five (5) years of any renewal term of this Lease, Tenant shall be relieved of the obligation to repair, replace and rebuild the same and Tenant shall have the right to cancel this Lease by giving Landlord written notice of such election within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Landlord, unless Landlord has elected to have the Premises returned to it clear of all improvements in accordance with Section

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10.06 hereinbelow, in which case Tenant shall be entitled to such insurance proceeds. All rents payable under this Lease shall be prorated and paid to the date of such cancellation. The receipt of insurance proceeds by Landlord will relieve Tenant from any responsibility to restore the Premises to their former condition.

#### **SECTION 8. CONDEMNATION.**

#### 8.01 Definitions.

The following definitions apply in construing the provisions of this Lease relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.
- B. "Total Taking" means the taking of the fee title to all of the Premises and improvements thereon.
- C. "Substantial Taking" means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
  - 1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Tenant;
  - 2. The conduct of Tenant's business on the Premises would be substantially prevented or impaired;
  - 3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Tenant under this Lease.
- D. "Partial Taking" means the taking of a fee title that is not either a Total or Substantial Taking.
- E. "Improvements" includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.
- F. "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as

expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.

- G. "Award" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.
- H. "Date of Taking" means the date that Tenant is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

#### **8.02** Notice of Condemnation.

The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

- A. Notice of Intended Taking;
- B. Service of any legal process relating to condemnation of the Premises or improvements; or
- C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

#### 8.03 Rights of Parties during Condemnation Proceeding.

Landlord and Tenant shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a Taking or Intended Taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party hereto any instrument that may be required to facilitate the provisions of this Lease relating to the condemnation.

#### 8.04 Taking of Leasehold.

Upon a Total Taking, Tenant's obligation to pay Rent and other charges hereunder shall terminate on the Date of Taking, but Tenant's interest in the leasehold shall continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Tenant may, by notice to Landlord within ninety (90) days after Tenant receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rent payable hereunder by Tenant shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

#### 8.05 Total Taking.

All of Tenant's obligations under the Lease shall terminate as of the Date of Taking. Upon a Total Taking, all sums awarded for any Tenant-owned improvements and the leasehold estate shall be

disbursed to Tenant. All sums awarded for the Premises, as unencumbered by any Tenant-owned improvements, but subject to the Lease, shall be disbursed to Landlord.

#### 8.06 <u>Partial Taking.</u>

Upon a Partial Taking, all Awards shall be disbursed as follows:

- A. To the cost of restoring the improvements on the Premises; and
- B. The balance, if any, to Landlord and Tenant as follows: Tenant shall receive all sums awarded for Tenant-owned improvements and the Leasehold estate. Landlord shall receive all sums awarded for the Premises, as unencumbered by the Tenant-owned improvements but subject to the Lease.

#### 8.07 Obligations of Tenant under Partial Taking.

Promptly after any such Partial Taking, Tenant may either terminate this Lease upon written notice to Landlord or, at its expense, repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking in the last two (2) years of the initial term or any renewal term, Tenant shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Landlord of its intention to that effect; provided however, that all sums awarded for Tenant owned improvements and the Leasehold estate shall be disbursed to Landlord.

#### 8.08 Taking of Temporary Use of Premises and Improvements.

Upon any Taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period of any estate less than a fee ending on or before the expiration date of the term, neither the term nor the rent shall be reduced or affected in any way and Tenant shall be entitled to any award for the use or estate taken. If a result of the Taking is to necessitate expenditures for changes, repairs, alterations, modifications or reconstruction of the improvements to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such Taking, Tenant shall receive, hold and disburse the Award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Tenant shall be entitled to any surplus and shall be liable for any deficiency.

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

#### SECTION 9. ENCUMBERANCES.

#### 9.01 Encumbrance.

As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiaries under deeds of trust, whether one or more. Tenant may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Landlord a written notice specifying:

- A. The amount of the obligation secured by the Mortgage;
- B. The date of the maturity or maturities thereof; and
- C. The name and mailing address of the Mortgagee.

After receipt of such notice, Landlord shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of every notice of default or demand served by Landlord upon Tenant under the terms and provisions of this Lease so long as such Mortgage is in effect.

#### 9.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.
- E. No notice of a default by Tenant hereunder given by Landlord shall be effective against a Mortgagee that has provided Landlord the information specified in Section 9.01 of this Lease unless Landlord has given a copy of it to such Mortgagee.
- F. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Tenant under this Lease.
- G. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Landlord's knowledge Tenant is not in default, and the date through which rent has been paid.
- H. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Tenant, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.
- I. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Landlord shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.

#### 9.03 Rights on Foreclosure.

In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Tenant's interest in lieu of foreclosure shall succeed to all of Tenant's rights, interests, duties and obligations under this Lease.

# SECTION 10. EXPIRATION, TERMINATION, ASSIGNMENT AND TRANSFER 10.01 Expiration.

This Lease shall expire at the end of the term or any extension thereof.

#### 10.02 Termination.

Subject to the provisions of Section 10 above, this Lease shall be subject to termination by Landlord in the event Tenant shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Landlord has notified Tenant in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Tenant's property and such petition is not dismissed within ninety (90) days after filing;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises by providing written notice of the same to Landlord;
- E. Be in violation of any local, state, or federal rules and/or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Tenant, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Landlord to cure such default, unless during such thirty-day period, Tenant shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Tenant where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

In any of the aforesaid events, which shall be events of default, Landlord may take immediate possession of the Premises including any and all improvements thereon and remove Tenant's effects, forcibly if necessary, without being deemed guilty of trespassing. Notwithstanding anything to the contrary herein, Landlord shall not under any circumstance possess, control, move, dispose of, take any right or interest in, or otherwise handle Tenant's aircraft.

Failure of Landlord to declare this Lease canceled upon the default of Tenant for any of the reasons set out shall not operate to bar or destroy the right of Landlord to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

No receipt or acceptance of money by Landlord from Tenant after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required or operate as a waiver of any right of the Landlord to retake and resume possession of the Premises.

This Lease may also be terminated by the parties as otherwise specified in this Lease.

Subject to the provisions of Section 10 above, this Lease shall be subject to termination by Tenant in the event Landlord shall:

Be in violation of any local, state, or federal rules and/or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Landlord, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Tenant to cure such default, unless during such thirty-day period, Landlord shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default.

If this Lease expires or is terminated on or within five (5) years from the date on which Tenant commences Tenant's Work, Landlord shall reimburse Tenant for all costs and expenses incurred by Tenant for Tenant's Work or the applicable portion of the Tenant's Work completed as of such expiration or termination date, within ninety (90) days of such expiration or termination. Such reimbursement shall be proportionally reduced based on the period that the Lease remains active during such five (5) year period. Upon expiration or termination of this Lease on or within such five (5) year period, Tenant shall submit reasonable evidence of costs and expenses incurred by Tenant for Tenant's Work following Landlord's request.

Landlord and Tenant entered into that certain Air Medical Services and Support Agreement dated April 30, 2024 (the "ADM Agreement"). In the event the ADM Agreement expires or terminates, this Lease will automatically terminate as of the effective date of such expiration or termination. Landlord and Tenant are entering into that certain Lease Agreement dated as of the Commencement Date ("Building Lease") for the building located at 12230 Pine Springs, El Paso, Texas 79936. In the event the Building Lease expires or terminates, this Lease will automatically terminate as of the effective date of such expiration or termination.

#### 10.03 Repossessing and Reletting.

In the event of default by Tenant hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, and for such time as provided herein, Landlord may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Tenant and all personal property of Tenant (which property may be removed and stored at the cost of and for the account of Tenant), using such force as may be necessary; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Landlord. If Landlord shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Tenant during such month or part thereof under the terms of this Lease, Tenant shall pay such deficiency to Landlord immediately upon calculation thereof, providing Landlord has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

#### 10.04 Assignment, and Transfer.

Tenant shall have the right and privilege to assign, or transfer this Lease subject to the prior written approval of the Fire Chief.

Any person or entity to which this Lease is assigned to pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

#### 10.05 Sublease.

Tenant shall not have the right or privilege to sublet this Lease.

#### 10.06 Rights Upon Expiration or Termination.

At the expiration or termination/cancellation of this Lease, Tenant shall return the Premises to Landlord with all improvements above and below ground level.

Tenant agrees that the title to all improvements made by the Tenant to the Premises, now or hereafter located on the Premises, shall be vested in Tenant until either the termination, cancellation, or expiration of this Lease, at which time all title to and ownership of the improvements made by the Tenant to the Premises shall automatically and immediately vest (without the necessity of any further action being taken by Tenant or Landlord or any instrument being executed and delivered by Tenant to Landlord) in Landlord, and Tenant shall have no rights pertaining to such improvements.

#### 10.07 Landlord's Lien. Reserved

#### **SECTION 11. GENERAL PROVISIONS**

#### 11.01 Continuity of Deed Restrictions and Covenants.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Landlord reserves the right to revise the standards set forth in Exhibit "B" provided,

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however, that such revisions will not cause a substantial reduction in the value of Tenant's leasehold interest, result in a material cost or expense to Tenant, or be contradictory to the reasonable and prudent operation of property. Landlord's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

#### 11.02 <u>Time Is of the Essence</u>.

Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.

#### 11.03 Notices.

All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the proper party at the following addresses:

LANDLORD: City Manager Real Estate Division

City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890
City of El Paso
7969 San Paulo
El Paso, Texas 79907

Email: realestate@elpasotexas.gov

TENANT: Air Methods, LLC

Attn: Legal Department

5500 South Quebec St, Ste 300 Greenwood Village, Colorado 80111 Email: contracts@airmethods.com

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

#### 11.04 Attorney's Fees.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover costs including reasonable attorney's fees and reasonable paralegal fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

#### 11.05 Agreement Made in Texas.

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Lease. Venue shall be in the courts in El Paso County, Texas.

#### 11.06 Compliance with Nondiscrimination Requirements.

During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (for purposes of this Section 11.08 hereinafter referred to as the "Contractor"), agrees as follows:

- 1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be required by applicable law (for purposes of this Section 11.08 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Terminating this Lease pursuant to the terms set forth herein.
- 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing

such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### 11.07 <u>Cumulative Rights and Remedies.</u>

All rights and remedies of Landlord here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Landlord of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

#### 11.08 Interpretation.

Landlord and Tenant agree that this Lease has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Lease or any portion thereof.

Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

#### 11.09 Agreement Made in Writing.

This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

#### 11.10 Paragraph Headings.

The Table of Contents of this Lease and the captions of the various sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

#### 11.11 Severability.

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

#### 11.12 **Successors and Assigns.**

All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their successors, assigns, legal representatives, heirs, executors and administrators.

#### 11.13 Taxes and Other Charges.

Following Landlord's written request, by March 1 of each year of this Lease and at no charge to Landlord, Tenant will provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Landlord is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Tenant's use of the property or possession of the Premises.

Tenant in good faith may contest any tax or governmental charge, provided that Tenant may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Landlord, such action will not adversely affect any right or interest of Landlord.

#### 11.14 Waiver of Warranty of Suitability.

LANDLORD DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. TENANT LEASES THE PREMISES AS IS AND LANDLORD DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO TENANT'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL LANDLORD BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF TENANT.

#### 11.15 Survival of Certain Provisions.

All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 5.03 and 6.10.

#### 11.16 Restrictions and Reservations.

This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Landlord reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Tenant consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Tenant's use of the Premises.

Landlord reserves for itself and any authorized agent to, at any reasonable time and with 24-hour notice, enter upon and inspect the Premises and improvements on the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with this Lease and all the Environmental Laws and for the purpose of showing the Premises; Landlord shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. All subtenants of Tenant will be subject to this Landlord's right to enter the Premises and improvements on the Premises. The Tenant will include in all subleases the right of the Landlord to enter the Premises and improvements on the Premises to inspect such for compliance with this Lease.

#### 11.17 Subordination of Lease.

Tenant's interest under this Lease is, at all times, subordinate to other present and future liens on the Premises and any modifications, supplements, extensions, amendments, renewals, consolidations, and replacements of said liens.

#### 11.18 <u>Authorization to Enter Lease</u>.

If Tenant signs this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the State of Texas, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

#### 11.19 Attachments.

The following attachments are incorporated into this Lease. For purposes of this Lease, the term Lease includes all attachments.

**EXHIBIT "A" - Property Description & Metes and Bounds of Premises** 

EXHIBIT "B" - Renewal Option Addendum

EXHIBIT "C" - Allowed Uses and Additional Use Requirements and Restrictions

#### 11.20 Complete Agreement.

This Lease, together with the attachment(s) attached hereto, constitutes the entire agreement among the parties relating to the terms and conditions of the agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Lease confers not rights on any person or business entity that is not a party hereto. This Lease shall not be construed against or unfavorably to any part because of such party's involvement in the preparation or drafting of this Lease.

(Signatures begin on following page)

#### LANDLORD'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the p, 2024.	parties have hereunto set their hands as of thisday of
	LANDLORD: CITY OF EL PASO
	Cary Westin City Manager
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	Mash
Carlos L. Armendariz	Mary Lou Espinoza
Assistant City Attorney	Capital Assets Manager
ACKI	NOWLEDGMENT
THE STATE OF TEXAS )	NEBEGINEIVI
COUNTY OF EL PASO )	
This instrument was acknowledge, 2024, by Cary West	d before me on this day of cin as City Manager of the City of El Paso, Texas.
	Notary Public, State of Texas
My Commission Expires:	·
(Signatures con	ntinue on the following page)

HQ#: 23-1861-Fire | TRAN-533293 | Air Methods - Ground Lease | CLA

### TENANT'S SIGNATURE AND ACKNOWLEDGMENT

TENANT: Air Methods, LLC

By:

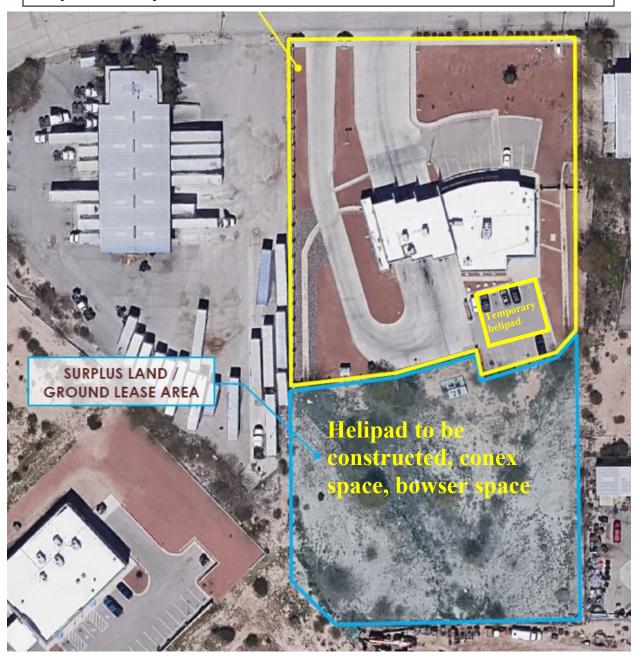
Print Name: <u>Leo Morrissette</u>

Title: Executive Vice President - Operations

# Exhibit "A" Property Description of Premises

## Figure A1

A 150 x 150 square foot area (totaling 22,500 square feet) and subject to this lease to be enclosed by fencing within the area outlined in blue showing the parcel of land located at 12230 Pine Springs, El Paso, Texas 79936. The yellow box labeled Temporary Helipad is also subject to this lease.



#### **EXHIBIT B**

#### **RENEWAL OPTION ADDENDUM**

Premises Address: 12230 Pine Springs

Landlord: City of El Paso Tenant: Air Methods, LLC

Provided there are no uncured Tenant defaults under the Lease at the time Tenant exercises its option, Tenant shall have the right to extend the Term for 3 additional period(s) of 12 months each, by delivering written notice of renewal to Landlord at least 90 days prior to the expiration of the then current Term. If the Term is extended, all provisions of the Lease shall continue in full force and effect; provided, however, Base Rent for the extension period(s) shall increase 2% at the beginning of each Lease Year throughout such extension period(s).

All capitalized terms used in this addendum not otherwise defined herein have the same meaning given such terms in the Lease.

#### Exhibit "C"

### Allowed Uses and Additional Use Requirements and Restrictions

- 1. Allowed Uses. Tenant will only use the Premises for the following uses: <u>base site for flight program</u>, which includes the placement of a temporary helipad, construction and use of a 50' x 50' helipad and fencing, placing a 8' x 40' conex office, and a fuel bowser.
- 2. Additional Insurance Requirements. Tenant will obtain the following insurance policies in addition to the policies required under the Lease: n/a.
- 3. Additional Requirements. Tenant will comply with the following requirements in addition to the requirements under the Lease: n/a.

# El Paso, TX

## Legislation Text

File #: 24-1000, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

A Resolution designating the Tax Assessor-Collector or their designee as the Designated Officer or Employee for the City in compliance with Section 26.04 of the Texas Property Tax Code.

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

AGENDA DATE: July 30, 2024 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

#### SUBJECT:

A Resolution that that designating the Tax Assessor-Collector or their designee as the Designated Officer or Employee for the City will enable the City of El Paso to comply with Section 26.04 of the Texas Property Tax Code.

#### **BACKGROUND / DISCUSSION:**

Pursuant to Section 26.04 of the Texas Property Tax Code, as amended, provides that an officer or employee designated (the "Designated Officer or Employee") by the governing body of a taxing unit shall calculate the no-new-revenue tax rate and the voter-approval tax rate, shall submit the rate calculation forms, and by August 7 or as soon thereafter as practicable shall submit the tax rates to the governing body.

#### PRIOR COUNCIL ACTION:

Council has not considered this previously.

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

aia O Pasillas

PRIMARY DEPARTMENT: Tax Office SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD:

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

#### RESOLUTION

WHEREAS, Section 26.04 of the Texas Property Tax Code, as amended, provides that an officer or employee designated (the "Designated Officer or Employee") by the governing body of a taxing unit shall calculate the no-new-revenue tax rate and the voter-approval tax rate, shall submit the rate calculation forms, and by August 7 or as soon thereafter as practicable shall submit the tax rates to the governing body; and

WHEREAS, the City Council finds that designating the Tax Assessor-Collector or their designee as the Designated Officer or Employee for the City will enable the City of El Paso to comply with Section 26.04 of the Texas Property Tax Code, as amended.

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

That the City Council of the City of El Paso hereby designates the Tax Assessor-Collector or their designee as the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate, and other truth-in-taxation requirements for the City as the "Designated Officer or Employee" pursuant to Section 26.04 of the Texas Property Tax Code, as amended.

<b>APPROVED</b> this	_ day of	, 20
		THE CITY OF EL PASO:
		Oscar Lesser Mayor
ATTEST:		1.124 01
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
SA	y	Maria O. Pasillas
Juan S. Gonzalez	,	Maria O. Pasillas, RTA
Sr. Assistant City Attorney		Tax Assessor-Collector

# El Paso, TX

### **Legislation Text**

File #: 24-1014, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

A Resolution that the Mayor is authorized to sign an Interlocal Agreement by and between the City of El Paso ("City") and the El Paso Metropolitan Planning Organization ("EPMPO") whereby the City shall pay an amount not to exceed \$150,000.00 towards the EPMPO's local participation costs of an International Border Crossings System-wide Analysis ("Project") as adopted in the EPMPO "Regional Mobility Strategy 2050 Metropolitan Transportation Plan" and "Regional Mobility Strategy FY2023-2026 Transportation Improvement Program".

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

AGENDA DATE: July 30th, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-268-5148

**DISTRICT(S) AFFECTED: Citywide** 

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

#### SUBJECT:

A resolution that the Mayor is authorized to sign an interlocal agreement by and between the City of El Paso ("City") and the El Paso Metropolitan Planning Organization ("EPMPO") whereby the City shall pay an amount not to exceed \$150,000.00 towards the EPMPO's local participation costs of an International Border Crossings System-wide Analysis ("Project") as adopted in the EPMPO "Regional Mobility Strategy 2050 Metropolitan Transportation Plan" and "Regional Mobility Strategy FY2023-2026 Transportation Improvement Program"

#### **BACKGROUND / DISCUSSION:**

On January 20, 2023, the EPMPO Transportation Policy Board (the "TPB") unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP to program the International Border Crossings System-wide Improvements Analysis using \$2,000,000.00 of CAT 7 STP MM funds. The Federal Highway Administration has approved a total estimated cost of \$2,107,000.00 for the completion of the analysis with the following cost allocation (1) Federal Participation Costs - \$1,612,000.00, (2) State Participation Costs - \$92,000.00, and (3) Local Participation Costs - \$403,000.00. The City will contribute up to a maximum of \$150,000.00 towards the Local Participation Costs with the remainder coming from other MPO agencies.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

\$150,000 from TED Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: CID SECONDARY DEPARTMENT:

	**************************************	
DEPART	MENT HEAD:	

Joaquin Rodriguez, AICP, Director Grant Funded Programs

Revised 07/11/2024

#### RESOLUTION

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

That the Mayor is authorized to sign an Interlocal Agreement by and between the City of El Paso ("City") and the El Paso Metropolitan Planning Organization ("EPMPO") whereby the City shall pay an amount not to exceed \$150,000.00 towards the EPMPO's local participation costs of an International Border Crossings System-wide Analysis ("Project") as adopted in the EPMPO "Regional Mobility Strategy 2050 Metropolitan Transportation Plan" and "Regional Mobility Strategy FY2023-2026 Transportation Improvement Program", designed to identify and develop a regional crossings system that is more efficient and better suited to meet the needs of the City of El Paso and the region. The total cost of the Project is \$2,107,000.00, with allocations of federal, state, and local participation costs.

2024

day of

THI THO VED timb	aay or	
		THE CITY OF EL PASO:
ATTEST:		Oscar Leeser, Mayor
Laura D. Prine, City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Roberta Brito Senior Assistant City Attorney		Joaquin Rodriguez CID Grant Funded Programs Director

APPROVED this

# EL PASO COUNTY ) INTERLOCAL AGREEMENT International Border Crossing System-Wide Analysis STATE OF TEXAS )

This Interlocal Agreement ("Agreement") is made and entered into by and between the El Paso Metropolitan Planning Organization (the "EPMPO"), a political subdivision of the State of Texas, and the City of El Paso, Texas (the "City"), a political subdivision of the State of Texas, and collectively referred to as the "Parties," or each individually referred to as a "Party."

#### **RECITALS:**

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, the EPMPO is the metropolitan planning organization for El Paso County, Texas, southern Doña Ana County, New Mexico, and a portion of Otero County, New Mexico; and

**WHEREAS**, on January 20, 2023, the EPMPO Transportation Policy Board (the "TPB") unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP to program the International Border Crossings System-wide Improvements Analysis using \$2,000,000.00 of CAT 7 STP MM funds (the "Plan"); and

WHEREAS, the Federal Highway Administration has approved a total estimated cost of \$2,107,000.00 for the completion of the Plan with the following cost allocation (1) *Federal Participation Costs* - \$1,612,000.00, (2) *State Participation Costs* - \$92,000.00, and (3) *Local Participation Costs* - \$403,000.00; and

WHEREAS, the Plan will provide recommendations on improvements to the international border crossing system in an effort to create a more efficient system that is better suited to meet the needs of the El Paso region; and

WHEREAS, the Texas Department of Transportation ("TxDOT") has authorized an Advance Funding Agreement between TxDOT and EPMPO to provide funding for the completion of the Plan as reflected in **Attachment A** (the Scope of Work) and **Attachment B** (the Budget Estimate), and which requires that EPMPO secure funding for the Local Participation Costs of \$403,000.00; and

**WHEREAS**, the City agrees to contribute an amount not to exceed \$150,000.00 towards the Local Participation Costs of \$403,000.00 for work completed by EPMPO towards completion of the Plan.

#### **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the promises, covenants, and other good and valuable consideration exchanged between the Parties, the Parties hereby agree as follows:

1

1. RECITALS; ATTACHMENTS. The Recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. The Attachments A and B are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below.

#### 2. RESPONSIBILITIES OF THE EPMPO.

- **a.** The EPMPO shall submit quarterly invoices to the City in a form and style agreed upon by the Parties to access the local match funds, and will apply those funds towards the payment of invoices for services provided in furtherance of performing and completing the Plan.
- **b.** Perform the work described in the Scope of Services, Attachment A to this Agreement.
- **c.** Perform the work in accordance with the Project Budget Estimate, Attachment B to this Agreement.
- **d.** Submit status reports supporting milestones completed as completion of the Plan progresses.
- e. Upon receiving reasonable requests, the EPMPO shall (1) furnish, at such times and in such form as may be requested, periodic information concerning the status of the Plan and the performance of the obligations under this Agreement, and (2) if feasible, authorize the inspection of work done and materials created for the Plan, at reasonable times and places. If the City believes the Project is not being developed as originally contemplated, the City's designated representatives shall meet with the EPMPO to discuss appropriate actions to ensure any defects in the Plan or deviations are remedied.
- **f.** Provide an electronic copy of the final approved Plan to the City.

#### 3. RESPONSIBILITIES OF THE CITY.

- **a.** The City shall review all properly submitted invoices from the EPMPO and provide payment within a reasonable period to the EPMPO based on said invoices.
- **b.** In no event shall the amount that the City pays to the EPMPO exceed \$150,000.00.
- **c.** Funds provided by the City under this Agreement shall be used only for the work performed pursuant to Scope of Services, Attachment A to this Agreement.
- **4. TERM.** The term of this Agreement will begin upon the execution of this Agreement by both Parties (the "Effective Date") and will remain in effect until the completion of the Project on or before May 31, 2026. This Agreement shall automatically terminate on May

31, 2026, unless the Parties renew or extend it via a separate written instrument mutually agreed upon by the Parties.

#### 5. TERMINATION.

- **a.** Termination for Convenience. Either Party may terminate this Agreement without cause after 30 days written notice to the other Party of the intention to terminate this Agreement. The Party providing services under this Agreement will halt all work on behalf of the other Party when the termination notice sent by the terminating Party is received by the non-terminating Party.
- **b.** Termination for Cause. Either Party may terminate this Agreement if one Party fails to fulfill the obligations set out in this Agreement. Before terminating the Agreement pursuant to this provision, the terminating Party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating Party to cure the failure.
- **6. NO INDEMNIFICATION.** The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement. Each Party must handle any claims resulting from their actions in this Agreement. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.
- 7. COMPLIANCE WITH LAWS. The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, as well as the orders and decrees of any courts or administrative bodies in any matter affecting the performance of this Agreement.
- **8. COST PRINCIPLES**. To the extent applicable, the Parties shall comply with the Cost Principles established in 2 CFR 200.
- **9. PRIVILEGES AND IMMUNITIES.** All privileges and immunities from liability, exemptions from laws, ordinances, rules, and other benefits that apply to the activities of officers, agents, or employees of the Parties when performing a governmental function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
- 10. GOVERNMENTAL FUNCTIONS. The Parties expressly agree that in all things relating to this Agreement, the Parties are performing a governmental function as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of either party, which, in any way, pertains to or arises out of this Agreement, falls within the definition of governmental function.
- 11. GOVERNMENTAL IMMUNITY. The Parties reserve and do not waive their respective rights of sovereign and governmental immunity and similar rights and do not waive their

- rights under the Texas Tort Claims Act. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.
- **12. APPLICABLE LAW**. Any disputes arising in connection with this Agreement shall be governed and interpreted by the laws of the State of Texas without regard to its conflict of law provisions. Venue shall be in El Paso County, Texas.
- **13. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms shall be binding unless the same is in writing, dated after the date hereof, and duly executed by the Parties.
- **14. INDEPENDENT STATUS**: No Party to this Agreement is an agent, servant, or employee of any other Party and each Party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- **15. SIGNATORY WARRANTY**. Each signatory warrants that the signatory has the necessary authority to execute this Agreement on behalf of the entity represented.
- **16. CONFIDENTIALITY.** The EPMPO acknowledges that this Agreement is subject to Chapter 552 of the Texas Governmental Code (Texas Public Information Act). The release of the Agreement as a whole or a part must comply with the Texas Public Information Act.
- 17. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable, by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, give effect to the intent of this Agreement and be deemed to be enforceable.
- **18. THIRD-PARTY BENEFICIARIES**. There are no third-party beneficiaries to this Agreement.
- 19. SECTION 791.011 (d) (3), TEXAS GOVERNMENT CODE. Pursuant to Section 791.011 (d) (3) of the Texas Government Code, each party paying for the performance of governmental function or services will make those payments from current revenues available to the paying party.

[Signatures on the following page.]

APPROVED this	day of	, 2024.				
		CITY OF EL PASO:				
		Oscar Leeser, Mayor				
ATTEST:						
Laura D. Prine City Clerk						
APPROVED AS TO H	FORM:	APPROVED AS TO CONTENT:				
Poberta Birto		g-8				
Roberta Brito		Joaquin Rodriguez				
Senior Assistant City A	ttorney	CID Grant Funded Programs Director				

(Signatures Continue on Next Page.)

APPROVED this	day of	, 2024.
		EL PASO METROPOLITAN PLANNING ORGANIZATION:
		Eduardo Calvo Executive Director
		APPROVED AS TO FORM:
		Sergio M. Estrada
		Kemp Smith LLP Legal Counsel to EPMPO

TxDOT:					Federal Highv	vay Administration:
CCSJ#	0924-06-738 AFA ID Z0000940		Z00009406	CFDA No.	20.205	
AFA CSJs	0924-06-738			CFDA Title	Highway Planning and Construction	
District #	24	24 Code Chart 64# 60797				
Project Na	Project Name Int'l Border Crossing System-Wide Analysis		AFA No	t Used For Research & Development		

# ATTACHMENT A SCOPE OF WORK

#### **Project Goal:**

The Local Government will develop a plan that will make recommendations on improvements to the system in an effort to create a Regional International Border Crossing System that is more efficient and better suited to meet the needs of the growing Borderplex region.

#### Scope of Work:

The Local Government will develop an International Border Crossing (IBC) Strategic Plan that includes three states in two countries that will analyze current conditions and operations of the six international IBCs within the El Paso MPO planning area.

The IBC Strategic Plan will be developed in coordination and participation from stakeholders, the public, and private sectors in Mexico and the United States. The evaluation of the recommended improvements will include an air quality element, which reduces the delays in the cross-border movement of people, vehicles, and goods. To accomplish this, the MPO will utilize new state of the art analytic tools, to include the Border Emissions Estimator for Microsimulation (BEEM), and the International Travel Demand Model (iTDM)

The Strategic Plan will also identify specific improvements to the existing infrastructure and develop these improvements with ample information to carry them out as specific projects.

The Local Government will research the feasibility of establishing a 3-State, bi-national port authority that could serve as the planning and operating entity for all the IBCs in the El Paso MPO region to allow the IBCs to function as a system.

#### Tasks: The Local Government shall:

- 1. Data Collection from past and present plans, studies, and reports
- 2. Stakeholder Outreach and public engagement.
- 3. Current Conditions Analysis -2024 IBC system
- 4. Develop and Evaluate Future Scenarios of the Regional IBC System.
- 5. Identify Specific Infrastructure Improvements to Individual IBCs
- 6. Identification of local and binational Economic Development Opportunities
- 7. Research the feasibility of a 3-State, Binational Port Authority

TxDOT:					Federal Highv	vay Administration:
CCSJ#	0924-06-738 AFA ID Z0000940		Z00009406	CFDA No.	20.205	
AFA CSJs	Js 0924-06-738			CFDA Title	Highway Planning and Construction	
District #	24	4 Code Chart 64# 60797				
Project Na	Project Name Int'l Border Crossing System-Wide Analysis		AFA No	t Used For Research & Development		

#### **Deliverables:**

Submit Monthly status reports supporting milestones completed as study progresses. Final reports will be submitted at the completion of each task and contain associated data and documentation pertaining to the task completed. Status reports will be submitted electronically at <a href="mailto:ELP-Contracts@txdot.gov">ELP-Contracts@txdot.gov</a>. The LG shall submit monthly invoices, to the state, electronically at <a href="mailto:ELP-Contracts@txdot.gov">ELP-Contracts@txdot.gov</a>.

TxDOT:					Federal High	way Administration:
CCSJ#	0924-06-738 AFA ID Z00009406		Z00009406	CFDA No.	20.205	
AFA CSJs	CSJs 0924-06-738				CFDA Title	Highway Planning and Construction
District #	24 Code Chart 64# 60797					
Project Na	Project Name Int'l Border Crossing System-Wide Analysis		AFA N	ot Used For Research & Development		

# ATTACHMENT B PROJECT BUDGET ESTIMATE

Costs will be allocated based on applicable Federal/Local funding, until maximum federal funding is reached. The Local Government will then be responsible for <u>100%</u> of the costs.

Description	Total Estimated Cost	Federal Participation	State Participation	Local Participation
		Cost	Cost	Cost
Surface Transportation Program (by Local Government)	\$2,000,000.00	\$1,600,000.00	<b>\$</b> 0	\$400,000.00
Direct State Costs	\$15,000.00	\$12,000.00	\$0	\$3,000.00
Indirect State Costs	\$92,000.00	\$0	\$92,000.00	\$0
TOTAL	\$2,107,000.00	\$1,612,000.00	\$92,000.00	\$403,000.00

Payment by the Local Government to the State: \$3,000 The final amount of Local Government participation will be based on actual costs.

# El Paso, TX

## Legislation Text

File #: 24-1004, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

Members of the City Council, Representative Brian Kennedy, (915) 212-1002

#### AGENDA LANGUAGE:

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

Sal Masoud to the City Plan Commission by Representative Brian Kennedy, District 1.



# **Board Appointment Form**

City Clerk's Office

Appointing Office Representative Brian Kennedy, District 1		
Agenda Placement Consent		
Date of Council Meeting	07/30/24	
Name of Board City Plan Commission		

#### **Agenda Posting Language**

Re-appointment of Sal Masoud to the City Plan Commission by Representative Brian Kennedy, District 1.

Appointment Type Regular

#### **Member Qualifications**

As the principal engineer and sole owner of Del Rio Engineering for nearly 40 years, Sal's participation in many boards and committees certainly gives Sal the qualification to electively be on the City Plan Commission.

Nominee Name	Sal Masoud	
Nominee Email Address		
Nominee Residential Address		
Nominee Primary Phone Number		
Residing District	District 1	
City Employed Relatives	N/A	

#### **Board Membership**

Capital Improvements Advisory Committee 2008-2011 Construction Board of Appeal. City Plan Commission

#### Real estate owned in El Paso County

Previous Appointee	Sal Masoud
Reason for Vacancy	Term Expired
Date of Appointment	07/30/24
Term Begins On	05/02/24
Term Expires On	05/01/26
Term	Second Term

#### **SUMMARY OF EXPERIENCE:**

- Mr. Masoud founded and has operated Del Rio Engineering since 1987. As an operations manager and Professional Engineer in charge, he has over nineteen years of experience in design, building and construction. With an emphasis on construction management, project planning and development, the daily operations now involve a variety of civil engineering projects. Mr. Masoud's expertise includes structural and foundation designs, post tension foundation design, subdivision and land development, grading and drainage, plan reviews and inspections, road and infrastructure design including the design of water and sewage systems and computer hydraulic modeling. He also has considerable experience in the fields of geotechnical engineering and soil analysis.
- As principal owner of Del Rio Engineering, Inc., Mr. Masoud directly manages the daily operations covering a variety of civil engineering fields to include structural and foundation designs, post tension foundation design, subdivision and land development, grading and drainage, road and infrastructure design including the design of water and sewage systems.
- Previously, Mr. Masoud was employed as full time project manager by two of the largest international engineering companies in Dubai, UAE. Throughout these two assignments with Montgomery Watson and Metcalf & Eddy, Mr. Masoud completed a number of projects in the design and construction of sewerage and stormwater collection networks as well as the building of a large tenant labor camp with a total population of 28,000 people.
- In addition, Mr. Masoud as owner and part owner of several residential subdivisions in El Paso and Socorro cities (Villa Espanola I, II and III), (Spanish Pines Units I, II & II), (Terraza Escondida), (Villas Del Valle I, II & III), and most currently Rivier View Estates and Desert Sage Estates.
- Mr. Masoud has founded several other companies for the purpose of land development and is the sole owner and manager of Coronado Building Co, LLC for residential home building in El Paso and the surrounding communities.
- Over the last 36 years of being a business owner entrepreneur, Mr. Masoud has hired, trained and mentored hundreds of employees that moved on to better and greater positions in life successes.

#### **EDUCATION:**

- B.S. in Civil Engineering, University of Texas at El Paso, 1984.
- Training course in basic concrete technology, American Concrete Institute Dallas, Texas, 1985.
- Graduate courses in Advanced Soil Mechanics, Foundation, Expansive Soils at the University of Texas at El Paso, 1986.

#### **QUALIFICATIONS: -**

Registered Professional Engineer (PE), State of Texas,

No.70774, Oct. 1991.

- Quality Assurance Internal Auditor trained (ISO 9000 series) June 1996 Dubai.

# PROFESSIONAL ACTIVITIES:

- Member of the Texas Society of Professional Engineers.
- Past President at the El Paso Association of Builders 2021.
- Board Member of the Rio Grande Citizen advisory Forum since 2009.
- Previously served on the Capital Improvements Advisory Committee for 3 years when it was started in 2008.

1of 3 9/6/23

#### PROFESSIONAL EXPERIENCE

#### April 1987 - Present

As owner and Principal Engineer for **Del Rio Engineering, Inc.** and other building and development companies, Mr. Masoud directly manages the day to day operation involving a variety of projects. Mr. Masoud's duties include structural and foundation designs, post tension foundation design, subdivision and land development, grading and drainage, plan reviews and inspections, road and infrastructure design including the design of water and sewerage systems and computer hydraulic modeling. Additionally, Mr. Masoud is involved directly in the construction management of several projects from residential homes to 180 lots subdivision including the construction of major thoroughfares.

#### **February 1996 - August 1999 (UAE)**

For about 6 years from 1994 to 1999 Mr. Masoud relocated his family to the United Arab Emirates to accept an assignment with an international engineering firm to expand the range of design and construction experience.

The second assignment was with Montgomery Watson, Dubai, United Arab Emirates, working as a Project Manager on environmental projects for the design of sewerage and drainage networks, pumping stations and sewage treatment works.

#### **PROJECTS:**

- -Project Manager responsible for the design of a 15 million gallon concrete water reservoir for the Sharjah Electricity and Water Authority. The total construction cost for this project was estimated at around \$8 million.
- -Project Manager responsible for the design of the Nad Al Shiba and Ras Al Khour drainage project (DS 104). The project's first phase construction contract was awarded at a cost over \$20 million.
- -Project coordinator for the Montgomery Watson supervision team at the New Tenants Labor Camp West project at JEBEL ALI FREE ZONE. The contract was for the construction of a Sewage Treatment Plant of 2.4 MGD capacity and a total of eight residential complexes with a movie theater, soccer field and cafeteria. The total construction cost for this project was approximately \$40 million.

#### January 1994 - February 1996 (UAE)

With **Metcalf and Eddy** International (KAME) joint venture with Khatib and Alami (Consolidated Engineering Co.) in Sharjah, United Arab Emirates, working as a design engineer in the U.A.E., on several projects.

#### **Projects:**

- **-Dubai**, Jumeirah & Al Safa Sewerage and Drainage, 2200 Hectares, \$132 million project for Dubai Municipality.
- -Dubai R495 Service Roads on Khalid Ibn Waleed Road, Dubai.
- **-Qatar**, Ministry of Municipal Affairs and Agriculture. Sewers in West Rayyan, Al Wajbah and Muyadhir, \$60 million. Total project area is approximately 800 hectares.
- **-Oman**, Ministry of Regional Municipalities. Birkat Al Mawz-Sayq road in the Sultanate of Oman. The project area is located in the mountainous region of Jebel Akhdar in northern Oman, approximately 45 kilometers long at elevations as high as 2200 meters above sea level.
- **-Oman**, Ministry of Regional Municipalities. Buraimi Water Supply Project: 80 Km extension of portable water distribution mains and 30 meter elevated water tank.
- **-Qatar**, Ministry of Municipal Affairs and Agriculture. Design of the sewerage collection system for the Al Wajbah Palace. (\$120 million).
- -Gaza, Palestinian Economic Council for Development & Reconstruction (PECDAR). Emergency Assistance Project for Salah El-Din Road within Gaza and Jabalia Municipalities.

2of 3 9/6/23

#### March 1986 - April 1987

In March 1986 Mr. Masoud returned to El Paso and registered at UTEP for his Master's degree, he then joined with **El Paso Engineering and Testing.** He worked as a staff engineer and a laboratory supervisor. During this period, he performed engineering studies and analysis necessary for the completion of several geotechnical investigations. His responsibilities included directing geotechnical engineering, soils, concrete and asphalt testing, non-destructive testing and inspection of steel and dye penetrant. Mr. Masoud also directed field crews and engineering technicians in the performance of subsurface exploration and field testing.

#### March 1985 - March 1986

Months after graduating with a BS degree in Civil Engineering Mr. Masoud joined **Alpha Testing in Dallas, Texas.** He worked as a field engineer and conducted soil and concrete field-testing. He also monitored the **Post Tension** installation on site. Mr. Masoud worked in the laboratory in which he analyzed field samples and conducted testing of samples in accordance with the proper ASTM procedures.

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#### El Paso, TX

#### Legislation Text

File #: 24-1023, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

Members of the City Council, Representative Henry Rivera, (915) 212-0001

#### AGENDA LANGUAGE:

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

Jose Luis Salas to the Museums and Cultural Affairs Advisory Board by Representative Henry Rivera, District 7.



# Board Appointment Form City Clerk's Office

CITY OF IT 2450					
Appointing Office	Representative Henry Rivera, District 7				
Agenda Placement	Consent				
Date of Council Meeting	07/30/24				
Name of Board	Museums and Cultural Affairs Advisory Board				
	Agenda Posting Language				
Appointment of Jose Luis S Representative Henry River	calas to the Museums and Cultural Affairs Advisory Board by				
Appointment Type	Regular				
	Member Qualifications				
Nominee Name	Jose Luis Salas				
Nominee Email Address					
Nominee Residential Address					
Nominee Primary Phone Number					
Residing District	District 7				
City Employed Relatives	N/A				
	Board Membership				
N/A					
	Real estate owned in El Paso County				
Previous Appointee	Jeffery Harris				
Previous Appointee Reason for Vacancy	Jeffery Harris Term Expired				
Reason for Vacancy					
	Term Expired				
Reason for Vacancy  Date of Appointment	Term Expired 07/30/24				



#### Contact



#### **Education**

May 2010

Bachelors Degree in Science of Nursing University of Texas at El Paso

May 2008

Bachelors Degree in Biogical Sciences with a Minor in Chemistry University of Texas at El Paso

#### **Certifications**

2024- Certified in Infection Control by the Board of Infection Control and Epidemiology (CBIC)

#### Community

2017- Present

President of Paso Del Norte Chapter Association for Profession's in Infection Control and Epidemiology (APIC)

2024- Texas Society of Infection Control Practitioners (TSICP) Board Member

2023- President for Las Palmas Neighborhood Association (2023 term), VP (2019 term), member since 2018

2018-2020- Zaragosa Rotary Club Member, VP in 2019

#### Skills/Language

Proficient in EMR documentation and Micosoft computer systems

Efficient in policy generating and editing

Efficient in data entry and collection

**English** 

Spanish

#### Jose Luis Salas Jr RN, BSN, BS, CIC

#### Infection Prevention and Control Director

Objective: To secure a challenging and professional opportunity within my area of interest by utilizing my training and skills, and expanding my knowledge into the great sector of the Department Of Health and contributing to the success of the borderland area.

#### **Experience**

#### 2018-Present

El Paso Childrens Hospital

#### Director of Infection Prevention & Control & Occupational Health

Plan, develop, direct, implement and evaluate the infection prevention program, occupational health program, and sepsis program within the hospital. Instruct personnel in proper infection control procedures and practices. Investigate infection control concerns and arrange follow-up care for patients and employees exposed to infectious diseases. Conduct rounds, to include discussing and monitoring infection control practices with staff. Educate and train new employees during new hire orientation and yearly fairs. Maintaining records from each case; train staff on implementation of infection control practices focusing on the bundle education (CAUTI, CLABSI, VAP, MRSA and C diff prevention). Investigate incidents of infection, report incidents to the C Suite and ensure the availability of supplies required for infection control. Implementation of flu season, emergency preparedness and many other critical components entitled to this position. Oversee the development, implementation, and monitoring of the occupational health program and sepsis program. Ensuring adherence to evidence based sepsis screening and treatment protocols become the standard of care within the facility.

#### 2016-2018

Del Sol Medical Center

#### Director of Infection Control and Employee Health & Safety

To plan, develop, direct, implement and evaluate infection prevention within a hospital or health care facility. Instruct personnel in proper infection control procedures. Investigate infection control problems and arrange follow-up care for patients exposed to infectious diseases. Conduct rounds, discussing and monitoring infection control practices with staff and collect infection data from departments, maintaining records for each case; train staff on implementation of infection control practices focusing on the bundle education (CAUTI, CLABSI, VAP, MRSA and C diff prevention). Investigate incidents of infection, report incidents to the CNO and ensure the availability of supplies required for infection control.

#### 2012-2016

Del Sol Medical Center

#### Employee Health and Safety Project Manager and Infection Control

Employee annuals/health records, vaccinations, Tb exposures, infection prevention, policies and procedures, workers comp injury claim management, dealing with lawyers and accounting regarding injury claims, management of OSHA, CDC and JCHAO regulations and recommendations, advocate for injured employees, mediator for hospital, management of two department hours and schedules, new employee orientation, collaborate with human resources, safety and security departments with compliance, OSHA Logs and injury trends reports/statistics, health promoter and educator, hospital surveillance in infection control, safety and compliance, implementation of flu season, emergency preparedness and many other critical components entitled to this position.

#### 2007-2012

Del Sol Medical Center

#### Registered Nurse in Wound Care Management (LVN 2003-2007)

Charge Nurse: Time management, cost effectiveness, teamwork, and assist with policies and procedures.

Staff nurse: Wound management and continuum of care of different type of wounds and assist with debridement's with MD.

Special Projects: Auxiliary nurse for hospital events, presentations to new employee orientation, and assist with hospital fairs/mandatory's. Create Wound Care Algorithms presentation for division president.

#### El Paso, TX

#### Legislation Text

File #: 24-1028, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

Members of the City Council, Community and Human Development, Nicole Ferrini, (915) 212-1659

#### AGENDA LANGUAGE:

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

Elias Montoya to the Regional Renewable Energy Advisory Council, as non-voting member, by Nicole Ferrini, Climate & Sustainability Officer.



# Board Appointment Form City Clerk's Office

CITY OF EL PASO					
Appointing Office	Department				
Agenda Placement	Consent				
Date of Council Meeting	07/30/24				
Name of Board	Regional Renewable Energy Advis	sory Council			
	Agenda Posting Language				
	to the Regional Renewable Energy Ferrini, Climate & Sustainability Off	_			
Appointment Type	Ex-Officio				
	Member Qualifications				
Nominee Name	Elias Montoya				
Nominee Email Address					
Nominee Residential Address					
Nominee Primary Phone Number					
Residing District	District 8				
City Employed Relatives	N/A				
	Board Membership				
N/A					
	Real estate owned in El Paso County				
N/A					
Previous Appointee	James Pleasant II				
Reason for Vacancy	Resigned				
Date of Appointment	07/30/24				
Term Begins On	03/03/23				
Term Expires On	03/03/25				
Term	Unexpired Term				

#### ELIAS MONTOYA



#### **OBJECTIVE**

To pursue a full-time position with a company that works hard to accomplish challenges and meet standards.

#### **SKILLS**

- Energetic, dependable professional with academic and professional experience in project management, electrical engineering, and digital computer science.
- Analysis Design, Conceptual, Presentation, Functional and Technical Skills.
- Excellent communication skills.
- Fluently Bilingual English-Spanish
- Worldwide missions experience: France, England, Spain, South Africa, Honduras, Mexico, USA.
- Technically proficient in Microsoft Excel, Word, PowerPoint, Pspice, AutoCAD, Solid Works, LabVIEW, LabWindows, SpidaCalc, ARM, GIS and ALTERA II.

#### **EXPERIENCE**

**Principal Engineer Renewables Development.** El Paso Electric El Paso, TX 07/22 - Current

- Prepared and maintained capital and operations and maintenance projects.
- Developed strategies, projects and programs that supported the company's clean energy transition.
- Prepared and issued Request for Proposals (RFP's), evaluate bids and selected vendors and technologies that meet RFP requirements.
- Project management of photovoltaic solar facilities and BESS (Battery Energy Storage Systems).
- Research Collaboration with Universities and other private entities in different green energy projects and renewables initiatives.

#### **Engineer Senior Dist. Design.** El Paso Electric El Paso, TX 10/11 – 07/22

- Designed complex overhead and underground electrical distribution systems, prepared work orders, including drawings, construction specifications, and material labor costs.
- Determined service voltages, exact load requirements, point of service, accurate service required dates and acquired all the necessary plans and information for engineering design purposes.
- Performed research, field work, surveys terrain, drew field sketches and took field notes and measurements as needed.

#### **Electrical Engineer.** Raytheon Company WSMR, NM 05/09 – 10/11

- Modified, upgraded and implemented software changes for several projects.
- Currently have Secret Level U.S. DoD security clearance.
- Analyzed problems, multi-tasked, utilizing schematics, worked in a team environment and met deadlines.
- Gained knowledge of hardware concepts, devices, RF systems, digital and analog design logic.
- Learned industry standard test equipment, engineering assessment, corrective actions and engineering modifications.

**Project Engineer.** Transformer Protector Corp. Houston, TX 09/07 - 04/09

- Prepared mechanical two- and three-dimensional (3-D) model drawings, three per week.
- Developed at least two technical proposals per week and gave onsite technical presentations to customer or suppliers, three per month.
- Prepared supporting information by developing bills of materials, twice per week.
- Updated databases by recording data, drawings and work documents every day.
- · Trained in Paris, France for five months.

#### **EDUCATION**

The University of Texas at El Paso. M.S. in EE, awarded Fall 2012. The University of Texas at El Paso. B.S. in EE, awarded Fall 2006.

#### El Paso, TX

#### Legislation Text

File #: 24-1039, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

#### AGENDA LANGUAGE:

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

Deanna Maldonado Rocha as a regular member to the Fair Housing Task Force by Representative Cassandra Hernandez, District 3.



# Board Appointment Form City Clerk's Office

CITY OF EL PASO						
Appointing Office	Representative Cassandra Hernandez, District 3					
Agenda Placement	Consent					
Date of Council Meeting	07/30/24					
Name of Board	Fair Housing Task Force					
	Agenda Posting Language					
••	Idonado Rocha as a regular member to the Fair Housing Task					
Appointment Type	Regular					
	Member Qualifications					
community; Matters relating	g qualifications such advocacy for human/civil rights within the to Education in the community;					
Nominee Name	Deanna Maldonado Rocha					
Nominee Email Address						
Nominee Residential Address						
Nominee Primary Phone Number						
Residing District	District 3					
City Employed Relatives	N/A					
	Board Membership					
N/A						
	Real estate owned in El Paso County					
N/A						
Previous Appointee	N/A					
Reason for Vacancy	Term Expired					
Date of Appointment	07/30/24					
Term Begins On	05/01/24					
Term Expires On	04/30/27					
Term	First Term					

#### DEANNA MALDONADO-ROCHA



University of Phoenix

Master of Business Administration, Global Management Bachelor of Science, Business Management Santa Teresa, NM

May 2000 August 2006

#### **EXPERIENCE**

AT&T – El Paso, Texas

October 1994 - September 2023

#### Workforce Management Manager

#### February 2017 – September 2023

- Data specialist supporting Business Mobility organization through capacity planning, long range forecasting, advanced analytics, and budget and finance management via Power BI and other reporting outputs.
- Cultivate close relationships with vendor partner management groups to closely synch capacity volumes and efficiencies for over 17 different call taking centers.
- Gather, merge, analyze and interpret data daily to ensure proper outputs and information.
- Utilize MS Office Suite to present business partners patterns and outcomes through visuals.
- Plan and execute both capacity management and long-range forecasting processes to ensure we meet budget and finance requirements.
- Strong oral, written, and interpersonal skills used to present findings to executive leadership.

#### Capacity Manager

#### October 2009 – February 2017

- Collaborate and support VP organization in access planning, sizing capacity, project management, efficiency improvement, including, but not limited to, ad hoc requests and analysis.
- Work with Vendor Management to provide monthly vendor locks and help with analysis and reports.
- Communicate Daily with Vendor Managers; balance vendor call volumes; identify and report process and production gaps; monitor real-time vendor results.
- Support our priority to delivering exceptional customer service, by meeting answer performance expectations. Achieve targets by Proactively Balancing Queues, Call Flows, and Managing Intraday Functions and making the most efficient use of call center resources.
- Oversee Access Performance Management by managing overtime monthly budget and vendor volume delivery (Calls Offered / Minutes).
- Created daily report to track internal calls to forecast to produce a viable schedule to maintain acceptable answer performance rates.
- Led weekly meetings with leadership centers to provide status of the business.

#### **Project Manager**

#### May 2008 - October 2009

- Managed enterprise-wide initiatives for Consumer and Care center work groups focusing on center infrastructure improvements and optimization with SMEs, Labor, Legal, CCTP, Corporate Real Estate, ITO, Sales and Compensation, IVR, Marketing, Work Force Management, and Vendor Management.
- Implemented initiatives to improve call center performance, while improving customer experience and center efficiencies across all consumer call centers.
- Added 118 seats at a Miami consumer center location utilizing expense funds only, providing center growth capability to a consumer VP organization, increasing revenue and improving center efficiencies. Converted 108 West agents to handle SW calls, reducing overtime and improving answer

- performance, while increasing agent utilization for the West region team. Providing vendor group with access to U-verse applications to assist with rebate redemption calls, potentially eliminating 120K-180K calls per year to AT&T consumer call centers and yielding cost savings of \$580K \$2M annually.
- Partnered with Field Marketing & Mass Markets Methods & Procedures (M&P) staffs to provide updated and improved processes to the field nationwide.

#### **Support Operations Manager**

#### December 2006 – May 2008

- Partnered with Field Marketing & Mass Markets Methods & Procedures (M&P) staff to provide SW Consumer call center sales support on the Wireless from AT&T & U-verse products, including reviewing, editing & distributing educational aids & training material for representative development.
- Designated Subject Matter Expert (SME) for SW call centers on compliance requirements related to disclosures, FCC Mandates & Lifeline service. SME role includes creating, distributing & delivering materials & partnering with Mass Markets M&P for on-going handling of questions & updates.
- Responsible for SW call center notifications related to products, process changes & key reminders.
- Collaborated with Network staff & Backroom Call Center Support on customer impacting issues related to service installation, to improve due date intervals & customer experience. Remove roadblocks associated with service rep errors and misunderstandings
- Provided system support for all SW managers on call center applications & web tools. Distribute ongoing system updates for service rep awareness to minimize customer impact.

**Lead Training Manager Delivery** 

August 2000 - December 2006

**Service Representative** 

**October 1994 – August 2000** 

#### **ADDITIONAL EDUCATION**

Udacity Nanodegree Program, AT&T	2019
Nanodegree completion of Introduction to Computer Programming	
AT&T Diversity & Inclusion Employee Group Leadership Academy	2021
HACEMOS Emerging Latina Leadership Program	2023
Jay Shetty Certification School	2024

#### **PROFESSIONAL and COMMUNITY SERVICE**

AT&T: AT&T HACEMOS, El Paso - President	2018-2023
OASIS - Member, Mindfulness Community Core Group member	2008-2023
AT&T Pioneers - Member	1995-present
Trish Renz Organization - Culture Council Member and Team Lead	2021-2023
Hanks High School, El Paso, TX - Wrestling Booster Club, President	May 2015 – May 2017
United Way, El Paso, TX – Leadership Giver	January 2000 - Present
City of El Paso Neighborhood Leadership Academy graduate	August 2022
Junior Achievement Inspire Committee	August 2023

#### **TECHNOLOGY, MANAGEMENT AND LANGUAGE SKILLS**

TECHNOLOGY: Microsoft Office Suite (Word, Excel, Outlook, PowerPoint), data analysis MANAGEMENT: budgeting and finance, project management, organization and planning, teamwork oriented, customer service minded, client/vendor relations, strong verbal and written communication LANGUAGE: Spanish – Fluent reading and writing

#### El Paso, TX

#### Legislation Text

File #: 24-1042, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Representative Art Fierro, (915) 212-0006

#### AGENDA LANGUAGE:

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

Mathew Marquez as a regular member to the Fair Housing Task Force by Representative Art Fierro, District 6.



## Board Appointment Form

City Clerk's	Office					
Appointing Office	Representative Art Fierro, District 6					
Agenda Placement	Consent					
Date of Council Meeting	07/30/24					
Name of Board	Fair Housing Task Force					
	Agenda Posting Language					
Appointment of Mathew Marc	uez to the Fair Housing Task Force by Representative Art					
Appointment Type	Regular					
	Member Qualifications					
He is currently a Transportation	ree in Criminal Justice along with a minor in Political Science. on Security Officer were he works closely with police. Mathew natters relating to fair housing.					
Nominee Name	Mathew Marquez					
Nominee Email Address						
Nominee Residential Address						
Nominee Primary Phone Number						
Residing District	District 6					
City Employed Relatives	N/A					
	Board Membership					
Fair Housing Alternate						
	Real estate owned in El Paso County					
N/A						
Previous Appointee	George Zavala					
Reason for Vacancy	Term Expired					
Date of Appointment	07/30/24					
Term Begins On	05/01/24					
Term Expires On	04/30/27					
Term	First Term					

### Mathew Marquez

#### OBJECTIVE

An adept and dedicated worker seeking to take a step within the criminal justice system and enrich it by promoting positive changes.

#### EDUCATION -

University of Texas at El Paso, El Paso, TX GPA: 3.6 Major: Criminal Justice Minor: Political Science Honors: Cum Laude

#### KEY SKILLS -

Computer/IT Proficiency
Communication Skills
Problem-solving Skills
Efficient Learner
Teamwork
Hard Work & Dedication

#### EXPERIENCE

04/2023- Transportation Security Officer • Transportation Security Agency

- Ensures safety of passengers by thoroughly conducting screenings and security checks of luggage.
- Works in collaboration with local police, and airport operators to promote safety in a dynamic environment.
- Uses creativity and critical thinking to provide solutions for passengers and their property.

04/2022-04/2023 Customer Service Representative • Continuum Global Solutions

- Listen and understand what the customer may need help with.
- Work as efficiently and effectively as possible to ensure customers are satisfied.
- Deescalate customers in a professional and courteous manner.
- Provide a great customer service experience.

10/2021-04/2022 College Worker • Registrars • Socorro Independent School District

- Work with parents to update student information and ensure proper documents were filed.
- Establish and follow procedures for maintaining student files.
- Secure sensitive information and ensure only authorized personnel can gain access.

Over the course of my experiences, key responsibilities included deescalating various situations, following procedures, and working with various parties.

#### COMMUNICATION

Communication has been a quintessential aspect of my experience. I have had the great privilege of working with incredible individuals to complete tasks at hand. Whether it was working during a serious emergency or accomplishing a task before a deadline, I have strived to do an excellent job at communicating with others.

#### LEADERSHIP EXPERIENCE

As a presiding judge for the 2022 general election, I was tasked with ensuring election laws were followed carefully and meticulously. I was also tasked with collaborating with election workers and the state inspector to ensure election day ran smoothly.

#### REFERENCES

Available upon request

#### El Paso, TX

300 N. Campbell El Paso, TX

#### Legislation Text

File #: 24-994, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A)

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

AGENDA DATE: July 30, 2024 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

#### **SUBJECT:**

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

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A).

#### **BACKGROUND / DISCUSSION:**

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

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

#### PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

#### AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

PRIMARY DEPARTMENT: Tax Office SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD:

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

#### TAX REFUNDS July 30, 2024

- 1. Diagnostic Outpatient Imaging, in the amount of \$11,374.88 made an overpayment on January 31, 2024 of 2023 tax. The corrected amount from the July 2, 2024 City Council agenda. (Geo. #19PP-999-8745-0050)
- Ocotillo Management LLC, in the amount of \$2,867.56 made an overpayment on January 31, 2024 of 2023 taxes. (Geo. # B202-999-0330-3400)
- 3. MT Carmel Funeral Homes, in the amount of \$12,551.28 made an overpayment on December 30, 2021 of 2021. (Geo. # G510-999-0020-0600)
- HD Capital Partners LLC, in the total amount of \$3,385.10 made an overpayment on December 20, 2023 of 2023 taxes. (Geo. # M130-999-0050-1100)

Laura D. Prine
City Clerk

Maria O. Pasillas, RTA
Tax Assessor Collector



## CITY TAX OFFICE

# MARIA O. PASILLAS, RTA CITY OF EL PASO TAX ASSESSOR COLLECTOR 221 N. KANSAS, STE 300 EL PASO, TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

19PP-999-8745-0050

Geo No.

Prop ID 686886

Legal Description of the Property

INV FURN CMP MACH SIGN

1426 GEORGE DIETER DR

DIAGNOSTIC OUTPATIENT IMAGING 6065 MONTANA AVE STE A6 **EL PASO, TX 79925** 

OWNER: DIAGNOSTIC OUTPATIENT IMAGING

2023 OVERAGE AMOUNT \$11,374.88

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

#### Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPER	TY TAX REFUND:	This application	must be completed	, signed, and sub	omitted with supp	orting docume	ntation to be valid.
Step 1. Identify the refund	Who should the reft	ınd be issued to	:				
recipient. Show information for	Name: Diag	mostic	Dutpati	in Im	2517		
whomever will be receiving	Address:	bus m	ontana A		A60 V		1/
the refund.	City, State, Zip:	El Past	_	79975			
	Daytime Phone No.		472-307	E	-Mail Address:	mnune	@dximasm
Step 2. Provide payment	Payment made by:	nation.		k No.	Date Paid	Amou	nt Paid
Information. Please attach copy of cancelled	E check		599957	18	1-31-24	\$21,0	016.18
check, original receipt, online payment confirmation or							
bank/credit card statement.			MOUNT PAID	sum of the ab	ove amounts)		
Step 3. Provide reason for	Please check one of	the following:				1000	
this refund. Please list any accounts and/or	I paid this account in error and I am entitled to the refund.						
years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.						
with this overage.	I want this payment applied to next year's taxes.						
	This paymer	t should have b	een applied to oth	ner tax accoun	t(s) and/or year	(s), escrow (li	sted below):
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I have given on this f guilty of a Class A	orm is true and	correct. ( If you	make a false st	tatement on this	application,	you could be found
9	SIGNATURE OF,	EQUESTOR (F	REQUIRED)	PRIN	TED NAME &	DATE	Accountant
Jue bhloy			<u> </u>	r	Maria	Numez	65/24
U		9					
TAX OFFICE USE ONLY:	Approved	Denied	Ву:	MH	Date:	6-0	1-24

v52.1.8 Print Date: 02/12/2024



#### MARIA O. PASILLAS, RTA

**QITY OF EL PASO TAX ASSESSÓR COLLECTOR** 

221 N. KANSAS, STE 300 EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

OCOTILLO MANAGEMENT, LLC

**421 FREDERICK RD** EL PASO, TX 79905-1808

Geo No. B202-999-0330-3400 **Prop ID** 394541

Legal Description of the Property

33 BASSETT N 80 FT OF 15 & 16 (4000 SQ FT)

OWNER: BARRIO-HERNANDEZ LUIS A

2100 BASSETT AVE

**2023 OVERAGE AMOUNT** \$2,867.56

1: CITY OF EL PASO, 3: EL PASO ISD. 6: COUNTY OF EL PASO. 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL **PASO** 

#### Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

Step 1. Identify the refund	Who should the refund be issued to:						
recipient. Show information for	Name: Ocot.16 Mc	accoment, LL	CI				
whomever will be receiving	Address: 421 Frederic		V				
he refund.	City, State, Zip: El Pesc	Tx 7990	2	_			
	Daytime Phone No.: (915)47	1-6011	E-Mail Address: 5	theries ocusion			
Step 2. Provide payment	Payment made by:	Check No.	Date Paid	Amount Paid			
nformation.  lease attach copy of cancelled	Check Payment	01557	01/31/2024	\$50,010.71			
heck, original receipt, online ayment confirmation or							
ank/credit card statement.	TOTAL AM	OUNT PAID (sum of the	ne above amounts)				
tep 3. Provide reason for	Please check one of the following:						
his refund. Tease list any accounts and/or	I paid this account in error and						
ears that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.						
vith this overage.	I want this payment applied to next year's taxes.						
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):						
Step 4. Sign the form.  Unsigned applications cannot be processed.	By signing below, I hereby apply for have given on this form is true and coguitty of a Class A misdemeanor or a	orrect. ( If you make a fa	lse statement on this appl	lication, you could be found			
EM 7/11/24	SIGNATURE OF REQUESTOR (RE	EQUIRED) F	PRINTED NAME & DAT	re Conde 7/5/0			
TAX OFFICE USE ONLY:	Approved Denied	By: SUIP	Date: 1/9	Jacob			

Print Date: 06/10/2024



<del>JUL-</del>12 2024

#### MARIA O. PASILLAS, RTA CITY OF EL PASO TAX ASSESSOR COLLECTOR

MT CARMEL FUNERAL HOME

1755 N ZARAGOSA **EL PASO, TX 79936** 

221 N. KANSAS, STE 300 EL PASO, TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Geo No. G510-999-0020-0600 Prop ID 155031

Legal Description of the Property

2 GOLDEN GATE COMMERCIAL PARK 6 & 7 (102880 SQ FT)

1755 N ZARAGOZA RD 79936

OWNER: GOLDEN GATE FAMILY LTD PART

2021 OVERAGE AMOUNT \$12,551.28

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

#### Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body

Step 1. Identify the refund	Who	should the re	efund be issued	to:			,
recipient. Show information for	Name	- 10014	repute 1	ut com	embe Fo	WENTE /	fine E
whomever will be receiving	Addre	ess:	1755	-NZ	zona g	0514	
the refund.	City,	State, Zip:	GCA	3454	8X	79932	
	Dayti	me Phone N	0.: 915-	857-	-3555	E-Mail Address	
Step 2. Provide payment	Paym	ent made by			Check No.	Date Paid	Amount Paid
information. Please attach copy of cancelled check, original receipt, online payment confirmation or	Elect	ronic Check			CC004062084	12/30/2021	\$67,249.30
bank/credit card statement.			TOTAL	AMOUNT	PAID (sum of th	e above amounts	(3)
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:  I paid this account in error and I am entitled to the refund.						
	I overpaid this account. Please refund the excess to the address listed in Step 1.  I want this payment applied to next year's taxes.  This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):						
Step 4. Sign the form. Unsigned applications cannot be processed.	have g	given on this	form is true an	nd correct. (	If you make a fal		I certify that the information I is application, you could be found de, Sec. 37.10.)
The Thirty	SIGN	ATURE OF	REQUESTOR	REQUIRE	(D) P	RINTED NAME	41.
TAX OFFICE USE ONLY:		Approved	Denied	] Ву:	4.6	Date:	7-15-24

Print Date: 06/10/2024



JUL 0 8 2024

MARIA O. PASILLAS, RTA CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901
PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

OP+2500

Geo No. Prop ID M130-999-0050-1100 318397

Legal Description of the Property

5 MARWOOD LOT 3

4537 SKYLARK WAY

OWNER: TRR 4133 INC

2023 OVERAGE AMOUNT \$3,385.10

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL **PASO** 

Dear Taxpayer:

HD CAPITAL PARTNERS LLC

**6080 SURETY DRIVE EL PASO, TX 79905** 

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPER	This application must	be completed, signed, an	d submitted with supp	orting documentation to be valid.			
Step 1. Identify the refund	Who should the refund be issued to:						
recipient.	Name: HD Capital Par	tners LLC	J				
Show information for whomever will be receiving	Address: 6080 Surety ?	Drive Sui	te 101				
the refund.	City, State, Zip: Er Paso, TX						
	Daytime Phone No.: 915 - 593.		E-Mail Address:	rordez @ Sierraep.			
Step 2. Provide payment	Payment made by:	Check No.	Date Paid	Amount Paid			
information. Please attach copy of cancelled	Electronic Check	CC005585425	12/20/2023	\$3,385.10			
check, original receipt, online payment confirmation or							
bank/credit card statement.		NT PAID (sum of th	e above amounts)				
Step 3. Provide reason for	Please check one of the following:						
this refund. Please list any accounts and/or	I paid this account in error and I am entitled to the refund.						
years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.						
with this overage.	I want this payment applied to next year's taxes.						
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):						
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the have given on this form is true and corre guilty of a Class A misdemeanor or a sta	ct. ( If you make a fal-	se statement on this	application, you could be found			
EM 7/11/24	SIGNATURE OF REQUESTOR (REQU	JIRED) PI	RINTED NAME &				
Z.M 7/11/29	/ ane un		KNUL OR	DA2 7-5-2024			
TAX OFFICE USE ONLY:	Approved Denied B	By: Ric	Date:	7/9/24			

Print Date: 06/24/2024

#### ATTACHMENT A TAX REFUNDS July 30, 2024

- 1. Diagnostic Outpatient Imaging, in the amount of \$11,374.88 made an overpayment on January 31, 2024 of 2023 tax. The corrected amount from the July 2, 2024 City Council agenda. (Geo. #19PP-999-8745-0050)
- Ocotillo Management LLC, in the amount of \$2,867.56 made an overpayment on January 31, 2024 of 2023 taxes. (Geo. # B202-999-0330-3400)
- 3. MT Carmel Funeral Homes, in the amount of \$12,551.28 made an overpayment on December 30, 2021 of 2021. (Geo. # G510-999-0020-0600)
- HD Capital Partners LLC, in the total amount of \$3,385.10 made an overpayment on December 20, 2023 of 2023 taxes. (Geo. # M130-999-0050-1100)

Laura D. Prine
City Clerk

Maria O. Pasillas, RTA
Tax Assessor Collector



#### El Paso, TX

300 N. Campbell El Paso, TX

#### Legislation Text

File #: 24-996, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment B)

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

AGENDA DATE: July 30, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

#### SUBJECT:

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

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment A)

#### BACKGROUND / DISCUSSION:

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

Approve property tax overpayment refunds exceeding the statutory three (3) year limit, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

#### PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

#### AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Tax Office SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD:

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

Revised 04/09/2021

#### TAX REFUNDS OVER THREE (3) YEARS July 30, 2024

1. MBM Farms LLC, in the amount of \$75.93, made an overpayment on December 28, 2021 of 2021 taxes.

(Geo. #F082-000-0180-07A0)

2. MBM Farms LLC, in the amount of \$10.87, made an overpayment on December 28, 2021 of 2021 taxes.

(Geo. #F082-000-0100-3125)

3. MBM Farms LLC, in the amount of \$29.82, made an overpayment on December 28, 2021 of 2021 taxes.

(Geo. #F082-000-0100-3150)

Maria O. Pasillas

Laura D. Prine City Clerk Maria O. Pasillas, RTA Tax Assessor Collector

## THE CITY OF EL PASO CONSOLIDATED TAX OFFICE CITY TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901



Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@eleasotekas.907 2 9 2024

#### **APPLICATION FOR TAX REFUND**

	olidated Tax Office coll		ty taxes for all elig	ible propert				Secretaria de la constante de
	IDE THE FOLLOWING INF	Y					0100-313	25
Refund To:	1/	Phone:			Property II	D# (One application)	per account)	
MOM E	arms.LLC	HOME:			,	0 0 -	?	
MADE L	arms, LLC	WORK: 1	15-585-35	555	56	0237	7	
		1	000				•	
Address (mail refund to	:)	Property Ac	ldress:		<b></b>		Management of the second of th	***************************************
		And/or						
279 Shedon M Sule E. #300	· ·	Legal Desc	ription: 10 Fabe	ns 5 3	WET	or 31 13	L	
El Puso, T					, & ,			
	Date payment made:	Check No.	& Date, if known:	Amount of t	axes paid:	Amount of	f refund requested	d:
1.2021	12,30,7021	32910	12/28/2021		.25		0.87	
2.		100110	TO CBICCO					
3.								1/
	TOTAL AMOUN	NT (sum of the	ne above amounts)	97	2.25	10	0.87	
		1	,	***************************************		l approval require		***************************************
	REQUIRED:	Copy of or	iginal receipt, fron				, , , , , , , , , , , , , , , , , , , ,	
			n cleared (both the				7)	
REASON FOR OVE		<i>A</i>						
	2131 7111012141.	Coet	Payment	MESSE	<u> </u>	MICHARE	<u> </u>	
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								***************************************
VAS-78444444444444444444444444444444444444							***************************************	***************************************
1) / 425 41 - 1 5					***************************************		***************************************	
"I certify that info	rmation given to obta	ain this ref	und is true and co	orrect."				
	$\Lambda$							
	1/2				Data	5-29	- 1 4	
Requestor signatu	Ira:				Date:	0 21		
requestor signate	116.							
Valerie	Maros						ļ	
Printed name:	1 (0,000)	**************************************		······································		reside	nt	
	v narran konwinaly cyhnyt	tina falos noto	1		Title:	1		
(2) Imprisanment a	iv person knowingly submitt ii to one year, or fine not ov	ang jaise enti er \$2.000. or i	ies is subject to: (1) imp both: ISec 37 10 Pepal	prisonment of Codel An avo	' 2 to 10 year lication for o	rs, or \$5,000 fine, or	r both.	
	the date of the	payment or	the taxpayer waives th	e right to the	refund (Sec	- <del>сезина тизс ве</del> те 31.11 (с)).	iae wittiin 3 years a	ier
TAY OFFICE F-4	ı — — — — — — — — — — — — — — — — — — —							
TAX OFFICE Entry:	) ( V REFU	ND APPRO\	/ED					V
Tay Office A			1,0					
Tax Office Approval:			N.H.	······································		Date:	6-10-2	P.
X	wc 6/12	1211						
(1)				***************************************		Date:		
	il Agenda over \$2,50							
( ) DISAPPROVED	/	ned to send		ee below/a	ttached			
( ) Required (	documentation (Tax re	ceipt, Canc	eled Check, Bank S	tatement,	or Other)	not submitted.		ĺ
( ) Record of	overpayment not four	d on this p	roperty.		,			
( ) Property n	ot found as idantified	PENCEPIt a	after correction.					
( ) Other:								
	1111 4 0 0	02/			***************************************		***************************************	
***************************************	JUN 10 2	024						
	0	11 8-0					***************************************	
	LECCONE	cx tex						

#### **RESOLUTION**

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, MBM FARMS LLC ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on April 9, 2021 in the amount of \$10.87 (Ten and 87/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that MBM FARMS LLC, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$10.87 (Ten and 87/100 Dollars) is approved.

APPROVED this	day of	, 2024.
		CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Juan S. Gonzalez		Maria Pasillas
Senior Assistant City Attorney		Tax Assessor/Collector

#### THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

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

CITY TAX OFFICE

MAY 2 9 2024

#### **APPLICATION FOR TAX REFUND**

			rty taxes for all elig	gible property		s within El Paso County.
APPLICANT MUST PRO	VIDE THE FOLLOWING INF	ORMATION:				000-0100-3150
Refund To:		Phone:		F	Property ID# (C	ne application per account)
MBM FA	rms LLC	HOME:			000	12 1
	THO LLO	WORK-9	15-585-35	PW 9844	296	16
		1101111	10-303-39	>>		·
Address (mail refund to	o .)	Property Ad	ddrono:			
279 Shadow 1	Bustain Dry	And/or	101622			
30.10 E, #	300 /		mintinum. A. am		£	
El Paso, T		Legal Desc	ription: 10 February	175 29	130	
		104 114	0.00 (1.00)	10 10		
Tax year requested:	Date payment made:		& Date, if known:	Amount of tax		Amount of refund requested:
1. 2021	12/30/2021	32911	12/29/2021	26	7.05	29.82
2.						
3.						V
	TOTAL AMOU	NT (sum of t	he above amounts)	267	1.05	29.82
				(Ci	ty Council app	roval required if over \$2,500)
	***************************************		iginal receipt, fron			
Carrie and the	bank statement s	howing iter	n cleared (both th	e bank & taxı	oayer name n	nust appear)
REASON FOR OV	ERPAYMENT:	Dupra	asment r	t short	2× 17.5	take
1		-	your !	10/06	1 110	
	/					
111 416 - 41 111						
"I certify that in	formation given to obt	ain this rel	und is true and o	correct."		
10						
1					_	
Requestor signa	<u>/</u>				Date:	5-29-24
Requestor signa	ture:					,
11/11	Μ				D	
Valerie	Maros				$\underline{P}_1$	resident /
Printed name:					Title:	
(31 to a min a man a	ny person knowingly submit	ting false entr	ies is subject to: (1) Im	prisonment of 2	to 10 years, or :	\$5,000 fine, or both.
(2) imprisonment	up to one year, or fine not ou	ver \$2,000, ar	both. (Sec 37.10 Penal	Code) An applic	ation for a refun	nd must be made within 3 years after
	are dute of th	e payment or	the taxpoyer woives th	ne right to the re	fund (Sec 31.11	(c)).
TAX OFFICE Entry:	(1) REFU	ND APPROV	/ED			
						$\boldsymbol{\mathcal{V}}$
Tax Office Approval:		1111				Data:
		ni	_ / /	4		Date: 6-10-24
		Jule	2 6 (12)	M		
(Placed on City Con	ıncil Agenda over \$2,50	01			······································	Date:
( ) DISAPPROVEI			1			
		ned to send	der ()S	ee below/att	ached	
( ) Required	documentation (Tax re	ceipt, Cano	eled Check, Bank	Statement, or	Other) not s	ubmitted.
( ) Record o	r overpayment not four	nd on this p	roperty.			
Property	not found axido FFR	Jubmit a	after correction.			
( ) Other:	OIT III	7				
	T IIIN 1 0 2024					
	JUN 1 0 2024					

#### **RESOLUTION**

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, MBM FARMS LLC ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on April 9, 2021in the amount of \$29.82 (Twenty-Nine and 82/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that MBM FARMS LLC, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$29.82 (Twenty-Nine and 82/100 Dollars) is approved.

APPROVED this	day of	, 2024.
		CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
-5 Ajh	_	Maria O. Pasillas
Juan S. Gonzalez		Maria Pasillas
Senior Assistant City Attorney		Tax Assessor/Collector

#### THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

+3yrs

El Paso, Texas 79901

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

MAY 2 9 2024

CITY TAX OFFICE

		APPLIC	CATION FOR T	AX REFUND				
The Con	solidated Tax Office co	llects prope	rty taxes for all elig	ible property taxing entiti-	es within El Paso County.			
APPLICANT MUST PRO	VIDE THE FOLLOWING IN	FORMATION:		0A TO-0810-000-C				
Refund To:	und To: Phone:				Property ID# (One application per account)			
MOMT	3 , A V	HOME:						
MIDIN Fa	rms, LLC	WORK: 9	115-585-3	ccc / / 5	3335			
			10 3000	2/2				
Address (mail refund to	0:)	Property Ac	ddress: 360 N	Fubers Rd				
279 Shadow M	1 ountain Dr	And/or						
Soite E, #	360	Legal Desc	ription: 18 fale	18 8 to 10 \$	W /z of 7			
El Paso, T								
Tax year requested:	Date payment made:		& Date, if known:	Amount of taxes paid:	Amount of refund requested:			
1. 2021	12/30/2021	32912	12/28/2021	680.00	75.93			
2.		-						
3.		1	L.,	( ) ) ( )				
	TOTAL AMOU	NT (sum of th	ne above amounts)	680,00	75.93			
	77				proval required if over \$2,500)			
	AND DESCRIPTION OF THE PARTY OF			t & back of negotiated ch				
			Street Land Control	e bank & taxpayer name				
REASON FOR OV	ERPAYMENT:	Duerpa	ayment r	rade by mi	stake			
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"I certify that inf	formation given to obt	ain this refu	und is true and co	orrect."				
	10							
	1/			Data	5-29-24 V			
Doguester signet	90			Date:	5-21-21			
Requestor signat	ure							
Valerie	Maros			Ī	President			
Printed name:	1-(ara)			Title:	76370647			
	ny nageon knowingly cubmi	tting false entr	as is subject to (1) Im	prisonment of 2 to 10 years, or	ss oon fine or both			
(2) Imprisonment	up to one year, or fine not a	ver \$2,000, or 1	both. (Sec 37.10 Penal	Code) An application for a refu	und must be made within 3 years after			
				to the refund (Sec 31.1				
TAX OFFICE Entry:	I I PEE	IND APPROV	/ED					
TAX OFFICE EITHY.	1 (O) KETO	NU AFFRON	VED		•			
Tay Office Approval:			N.H.		Date: (0-10-24			
Tax Office Approval:	0	1	10114.		6-10-6			
_	MACIL	12/21	4		Date:			
(Placed on City Co.	ncil Agenda over \$2,50	10		A CONTRACTOR OF THE PARTY OF TH				
( ) DISAPPROVE		rned to sen	der / \s	iee below/attached				
			, ,	Statement, or Other) not	submitted.			
( ) Required	documentation (19x i	ecesps, carre	cied check, balk.	Justinent, or other/ not	ALTER MALL S 4 E. P. Per Per S.			

CITYHTAX OFFICE

( ) Record of overpayment not found on this property. ( ) Property not found as identified, resubmit after correction.

JUN 00 2024

#### **RESOLUTION**

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, MBM FARMS LLC ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on April 9, 2021 in the amount of \$75.93 (Seventy-Five and 93/100 Dollars) for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that MBM FARMS LLC, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$75.93 (Seventy-Five and 93/100 Dollars) is approved.

APPROVED this day of	, 2024.
	CITY OF EL PASO:
	Oscar Leeser
ATTEST:	Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
· _ < 1	Maria O. Pasillas
Juan S. Gonzalez	Maria Pasillas
Senior Assistant City Attorney	Tax Assessor/Collector



## **Internal Audit Department**

MAYOR

DATE:

TO:

June 18, 2024

Oscar Leeser

Maria O. Pasillas, Tax Assessor/Collector

Edmundo S. Calden

CITY COUNCIL

FROM:

Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor

District 1
Brian Kennedy

SUBJECT:

Review of Tax Overpayment Refunds that Exceed Three Years

District 2

Dr. Josh Acevedo

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5

District 6
Art Fierro

District 7 Henry Rivera

District 8
Chris Canales

INTERIM CITY MANAGER Cary Westin The Internal Audit Department conducted a review of the Tax Overpayment Refunds that exceeded a three-year period. This engagement was accepted based on the engagement's potential to improve management of risks, add value, and/or improve the organization's operations (IIA 2010.C1). The work performed does not constitute an engagement conducted in accordance with <u>Generally Accepted Government Auditing Standards</u> (GAS 1.16). The observations and conclusions that are reported in this memorandum do not require Management responses.

The following are Tax Overpayment Refunds that exceeded a three-year period were reviewed:

 MBM FARMS LLC
 F082-000-0180-07A0
 \$75.93

 MBM FARMS LLC
 F082-000-0100-3150
 \$29.82

 MBM FARMS LLC
 F082-000-0100-3125
 \$10.87

The Internal Audit Department reviewed the refund applications, copies of cancelled checks or proof of payments. Attached is a list of days from the date the completed applications were received by the Tax Office and sent to the Internal Audit Department for review. The Tax Office took 2 days to process the application received and send for review.

Based on our review, the Tax Overpayment Refunds that exceeded a three-year period were determined to be appropriate to send to City Council for approval pursuant to Section 31.11 (c-1) of the Texas Tax Code

cc: Cary Westin, Interim City Manager Robert Cortinas, Deputy City Manager & Chief Financial Officer



#### City of El Paso Internal Audit Department Tax Office Refund Project Week of 06/10/2024 Reviews- Over Three Years

Helinal Xv	P.I.D. Number	American of	Date Application	Date of Proof of Payment was Herrison in the Tox	Date Application was approved by	Date Tax Office Sent to	Totals Days from Date Proof of Payment to Date Asked to be Reviewed	Date Internal Audit	Continue
MBM FARMS, LLC	F082-000-0180-07A0	\$75.93	5/29/2024	6/10/2024	6/10/2024	6/12/2024	2	6/17/2024	
MBM FARMS, LLC	F082-000-0100-3150	\$29.82	5/29/2024	6/10/2024	6/10/2024	6/12/2024	2	6/17/2024	
MBM FARMS, LLC	F082-000-0100-3125	\$10.87	5/29/2024	6/10/2024	6/10/2024	6/12/2024	2	6/17/2024	. <u>.</u>
3 MBM PARMS, LLC	JF082-000-0100-3125	\$116.62	3/29/2024	0/10/2024	0/10/2024	0/12/2024	. 2	0/1//2024	

Legend

OI to Days.

# ATTACHMENT B TAX REFUNDS OVER THREE (3) YEARS July 30, 2024

1.	MBM Farms LLC, in the amount of \$75.93, made an overpayment on December 28, 2021 o
	2021 taxes.

(Geo. #F082-000-0180-07A0)

2. MBM Farms LLC, in the amount of \$10.87, made an overpayment on December 28, 2021 of 2021 taxes.

(Geo. #F082-000-0100-3125)

3. MBM Farms LLC, in the amount of \$29.82, made an overpayment on December 28, 2021 of 2021 taxes.

(Geo. #F082-000-0100-3150)

Maria O. Pasillas, RTA

Laura D. Prine City Clerk

Tax Assessor Collector

### **Legislation Text**

File #: 24-1052, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

#### AGENDA LANGUAGE:

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

Accept the generous grant of \$20,000 from Marathon Petroleum Refinery for the Ability Fellows Program. The program is a paid fellowship initiative that addresses the barriers young adults with disabilities encounter when seeking job opportunities in the City of El Paso. This generous donation will offer hands-on experience, professional development, and civic engagement skills in the city's workforce from August to December 2024. The program was developed in collaboration with local organizations aiming to promote workforce development and inclusivity.

Further, we thank Marathon Petroleum Refinery for their continued support to workforce development and for supporting persons with all abilities.

### **Legislation Text**

File #: 24-1024, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

#### AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez in the amounts of \$1000 from Alonso Hernandez, \$5000 from Christina Stover, \$5000 from Guillermina Chavez, \$25 from Lorenza Lujan, \$2500 from Mark Hernandez, \$5000 from Raquel Hernandez, \$4000 from Raymond Alvarado, \$2500 from Ricardo Chavez, \$4000 from Rosa Alvarado, \$3500 from Ryan Kieffe, \$5000 from Stephen Hernandez, \$2500 from Sylvia Hernandez, and \$5000 from Zenia Hernandez.

## Legislation Text

File #: 24-1041, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

#### AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contribution by Representative Josh Acevedo in the amount of \$1,000.00 from Daniel Anchondo.

## Legislation Text

File #: 24-1045, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. City Clerk's Office, Laura D. Prine, (915) 212-0049

#### AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Cynthia Trejo in the amount of \$1,000 from The Law Office of Steve Ortega, PLLC.

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

AGENDA DATE: July 30, 2024
CANDIDATE NAME: Cynthia Trejo
OFFICE SOUGHT: City Council Representative District 4
STRATEGIC GOAL: Goal 6 Set the Standard for Sound Governance and Fiscal Management
SUBGOAL: 6.8 Support Transparent and Inclusive Government
SUBJECT:
For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by
Cynthia4District4 Campaign in the amount of \$1,000 from
The Law Office of Steve Ortega, PLLC
BACKGROUND / DISCUSSION:
Ordinance 019620 adopted on April 23, 2024 amended Section 2.92.080 (E) to require candidates
to provide notice of contributions of \$500.00 or more for notation on the consent agenda of the
City Council meeting in the same manner as members of City Council.
PRIOR COUNCIL ACTION:
Ordinance 019581 adopted on December 12, 2023 enacted the same requirement for City Council Members.
AMOUNT AND SOURCE OF FUNDING:
N/A



300 N. Campbell El Paso, TX

### Legislation Text

File #: 24-1005, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 7.3 - Enhance a regional comprehensive transportation system.

#### **Award Summary:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to decrease Contract 2020-224R Travel Demand Model. This will be a change order to decrease the award by \$75,000.00 for a total amount not to exceed \$635,000.00. This deductive change order is due to a discount provided while exercising the optional year of this contract.

Department: Capital Improvement

Award to: Replica, Inc.
City & State: Leawood, KS
Current Contract Estimated Amount: \$710,000.00
Change Order Amount: -\$75,000.00
Total estimated Amount not to Exceed: \$635,000.00

Account(s): 190-4746-38290-580270-

PCP20PLANDOCS

Funding Source(s): 2020 Capital Improvement Plan

District(s):

This was a Request for Proposals - Service Contract.

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

AGENDA DATE: July 30, 2024
PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Yvette Hernandez, City Engineer, (915) 212-1860 K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

**STRATEGIC GOAL:** No. 7 – Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.3 – Enhance a regional comprehensive transportation system

#### SUBJECT:

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to decrease contract 2020-224R Travel Demand Model with Replica, Inc. This change order will decrease referenced contract by \$75,000.00 for a total estimated amount not to exceed \$635,000.00.

#### **BACKGROUND / DISCUSSION:**

This deductive change order is being requested to decrease capacity to the contract, due to a discount of \$75,000.00 provided by Replica, Inc. while exercising the optional year of this contract.

#### **SELECTION SUMMARY:**

N/A

#### **CONTRACT VARIANCE:**

N/A

#### **PROTEST**

No protest received for this requirement.

#### PRIOR COUNCIL ACTION:

On March 31, 2020 City Council approved the award of contract 2020-224R Travel Demand Model to Replica, Inc. for a three (3) year term and two (2) additional terms of one (1) year to extend the contract for a total amount of \$910,000.00

#### AMOUNT AND SOURCE OF FUNDING:

Amount: (\$75,000.00)

Funding Source: 2020 Capital Improvement Plan Account: 190-4746-38290-580270-PCP20PLANDOCS

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

	**************************************
DEPAR	RTMENT HEAD:
	Gvette Hernandez
•	Yvette Hernandez, City Engineer

PRIMARY DEPARTMENT: Capital Improvement SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

# Project Form (Change Order)

Please place the following item on the Consent Agenda for the City Council of July 30, 2024.

#### Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection 7.3 – Enhance a regional comprehensive transportation system

#### **Award Summary:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to decrease Contract 2020-224R Travel Demand Model. This will be a change order to decrease the award by \$75,000.00 for a total amount not to exceed \$635,000.00. This deductive change order is due to a discount provided while exercising the optional year of this contract.

Department: Capital Improvement

Award to: Replica, Inc.
City & State: Leawood, KS
Current Contract Estimated Amount: \$710,000.00
Change Order Amount: -\$75,000.00
Total estimated Amount not to Exceed: \$635,000.00

Account(s): 190-4746-38290-580270-PCP20PLANDOCS

Funding Source(s): 2020 Capital Improvement Plan

District(s):

This was a Request for Proposals – Service Contract.

### Legislation Text

File #: 24-1043, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 6**

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

#### AGENDA LANGUAGE:

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

Discussion and action to authorize the expenditure of District 6 discretionary funds, in an amount not to exceed \$3,500.00, to fund the attendance and participation in the 14th Annual Texas Tribune Festival for the office of District 6, serves a municipal purpose of setting the standard for sound governance and fiscal management, as well as cultivating an environment conducive to strong economic development.

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

**DEPARTMENT:** Mayor and Council

AGENDA DATE: June 30, 2024

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Art Fierro (915) 212-0006

**DISTRICT(S) AFFECTED:** District 6

**STRATEGIC GOAL:** Goal 1 - Cultivate an Environment Conducive to Strong, Economic Development. 3-Promote the Visual Image of El Paso. Goal 6- Set the Standard for Sound Governance & Fiscal Management.)

#### **SUBJECT:**

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

#### **BACKGROUND / DISCUSSION:**

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

N/A

#### PRIOR COUNCIL ACTION:

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

Yes, council has considered items similar to this resolution previously.

#### **AMOUNT AND SOURCE OF FUNDING:**

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

N/	Ά
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 **************************************

#### RESOLUTION

**WHEREAS,** The Texas Tribune, a nonpartisan, nonprofit media organization, hosts an annual conference known as The Texas Tribune Festival, which is "a multi-day celebration of big, bold ideas about politics and public policy, featuring conversations with the leaders and influencers making the news," and brings together politicians, policymakers, citizens, and journalists to connect on current issues; and

**WHEREAS,** the 14<sup>th</sup> annual Texas Tribune Festival will take place in Austin, Texas from September 5 through September 7, 2024 ("Festival"); and

**WHEREAS,** City Council representative for District 6 recommends the allocation of up to \$3,500.00 from District 6's discretionary funds to fund the attendance and participation of the District 6 office to the Festival; and

**WHEREAS,** the City Council finds that the expenditure of District 6 discretionary funds serves a municipal purpose of setting the standard for sound governance and fiscal management, as well as cultivating an environment conducive to strong economic development.

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

That the City Council declares that the expenditure of District 6 discretionary funds, in an amount not to exceed \$3,500.00, to fund the attendance and participation in the 14<sup>th</sup> annual Texas Tribune Festival for the office of District 6, serves a municipal purpose of setting the standard for sound governance and fiscal management, as well as cultivating an environment conducive to strong economic development; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any related agreements, amendments to such agreements, and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this day of	2024.
	THE CITY OF EL PASO:
ATTEST:	Oscar Leeser, Mayor
Laura D. Prine, City Clerk	
APPROVED AS TO FORM:  Larry Phifer  Larry Phifer, Assistant City Attorney	

### Legislation Text

File #: 24-1050, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

Members of the City Council, Representative Chris Canales, (915) 212-0008 Members of the City Council, Representative Josh Acevedo, (915) 212-0002 Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

#### AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to take the steps necessary to opt into healthcare coverage of gender-affirming care for City of El Paso employees; and, in advance of implementation, to conduct a review including benchmarking of coverage provided by peer cities and other local government entities, analysis of typical claims, and development of potential coverage options to be presented to the City Council within 60 days.

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

**DEPARTMENT:** Mayor and Council

**AGENDA DATE**: 07/30/2024

#### **CONTACT PERSON NAME AND PHONE NUMBER:**

Rep. Chris Canales, 915-212-0008 Rep. Josh Acevedo, 915-212-0002 Rep. Cassandra Hernandez, 915-212-0003

**DISTRICT(S) AFFECTED:** All Districts

#### STRATEGIC GOAL:

Goal 8 – Nurture and promote a healthy, sustainable community.

#### SUBJECT:

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

Discussion and action to direct the City Manager to take the steps necessary to opt into healthcare coverage of gender-affirming care for City of El Paso employees; and, in advance of implementation, to conduct a review including benchmarking of coverage provided by peer cities and other local government entities, analysis of typical claims, and development of potential coverage options to be presented to the City Council within 60 days.

#### **BACKGROUND / DISCUSSION:**

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

The City of El Paso is committed to fostering an inclusive and supportive workplace for all employees. As part of this commitment, it is essential to ensure that our healthcare benefits are comprehensive and address the diverse needs of our workforce. Currently, gender-affirming care is a critical aspect of healthcare for some individuals, and providing coverage for these services is crucial for the well-being, retention, and recruitment of our employees.

Cities such as Tucson, Louisville, Kansas City, San Francisco, New York City, Chicago, Austin, Denver, Portland, Seattle, Madison, Philadelphia, Salt Lake City, and Minneapolis provide gender-affirming care as part of their employee healthcare plans. These and other peer cities have recognized the importance of including gender-affirming care in their healthcare plans. These cities have set benchmarks and standards that can guide our efforts in implementing similar coverage. By opting into healthcare coverage for gender-affirming care, the City of El Paso will align itself with best practices and demonstrate its dedication to equity and inclusivity.

This initiative not only supports the health and well-being of our employees but also strengthens our position as an employer of choice, committed to upholding the principles of diversity, equity, inclusion, and accessibility.

#### PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?
N/A
AMOUNT AND SOURCE OF FUNDING: How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
N/A
**************************************
DEPARTMENT HEAD:

## Legislation Text

File #: 24-716, Version: 2

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

An Ordinance granting to Valu Advertising, LLC a non-exclusive franchise for waste containers on sidewalks and other city property.

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

**DEPARTMENT:** Environmental Services

AGENDA DATE: July 30, 2024
PUBLIC HEARING DATE: August 13, 2024

CONTACT PERSON NAME AND PHONE NUMBER: Nicholas Ybarra, Director 915-212-6000

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 3 – Promote the Visual Image of El Paso

SUBJECT:

APPROVE AN ORDINANCE GRANTING TO VALU ADVERTISING A NON-EXCLUSIVE FRANCHISE FOR WASTE CONTAINERS ON SIDEWALKS AND OTHER CITY PROPERTY

#### **BACKGROUND / DISCUSSION:**

This is a renewal of a currently existing franchise.

A franchise agreement is required for the placement of solid waste containers on City property. The Ordinance, acknowledged by the franchisee, identifies standards to be maintained for the placement, maintenance, and use for advertising of the solid waste containers at locations identified in the ordinance.

#### PRIOR COUNCIL ACTION:

The current Ordinance was approved by Council on July 2, 2019.

#### AMOUNT AND SOURCE OF FUNDING:

, till O O I t	TARE COUNCE OF FOREING
N/A	
_	
	**************************************
DEPAR'	TMENT HEAD:
	Michalas H. Ylama

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

ORDINANCE NO.

AN ORDINANCE GRANTING TO VALU ADVERTISING, LLC A NON-EXCLUSIVE FRANCHISE FOR WASTE

CONTAINERS ON SIDEWALKS AND OTHER CITY PROPERTY

WHEREAS, Valu Advertising, LLC desires to place waste containers on sidewalks and

other City property in accordance with El Paso City Code Section 13.20.120; and

WHEREAS, the City of El Paso (the "City") desires to allow Valu Advertising, LLC to

place waste containers on sidewalks and other City property.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

**EL PASO:** 

1. There is hereby granted to Valu Advertising, LLC, hereinafter called "Grantee," and his

assigns, a non-exclusive franchise under El Paso City Code 13.20.120 to place and maintain up to

150 "waste containers" meeting the criteria discussed herein, on sidewalks and other City property.

The size of the waste containers shall not exceed thirty-six (36) inches in height and thirty-six (36)

inches in width, or as otherwise specified in the El Paso City Code, and the design and construction

of the waste containers shall be subject to prior approval by the Director for the Department of

Environmental Services (the "Director") of the City. The waste containers must be durable and

attractively constructed and shall at all times be maintained by Grantee in such condition as not to

constitute a hazard to persons or property, or impede in any way the flow of vehicular or pedestrian

traffic, with five feet of free and unobstructed passage around the waste container. The specific,

fixed locations for Grantee's waste containers are on Exhibit "A", however, if the Traffic Engineer

determines that any of the locations or container placements do not meet these requirements or

hinders pedestrian or vehicular traffic, the Traffic Engineer shall direct Grantee to relocate or

remove such waste containers in conformity with this franchise and City Code. Grantee shall

comply with the sign regulations contained in City Code Section 20.18.020C, and shall register

any new locations with the City's Planning Department if any changes to Exhibit "A" are sought

after City Council approves this franchise. This franchise does not grant the right to locate waste

containers on property owned or controlled by the Texas Department of Transportation (TxDOT).

The location of any waste containers on property or right of way not owned or controlled by the

City of El Paso must be by separate agreement with the appropriate entity.

2. The term of this franchise shall be a five-year period beginning August 23, 2024, unless

the agreement is otherwise terminated as provided herein. If Grantee is not in default of this

agreement, the Grantee may request a one-year extension in writing no later than ninety days

before the end of the term, unless or until cancelled or terminated as provided for herein. The City

Manager or designee is authorized to approve this option to extend.

Grantee may use the space on the waste containers for advertising reputable and reliable 3.

business concerns that contract for the space. Grantee will not be prohibited from placing any

advertisement on the waste containers based on content. This agreement does not allow

advertising for any illegal business or activity, a political party, the candidacy of any person for

political office, or that is of a character deemed by the City Council to be improper for exhibition

in the public streets or parks when judged by contemporary community standards.

4. If any improvements are to be constructed or repairs made, whether by the City or a utility

company, on any sidewalk or other City property where Grantee has placed any waste containers,

Grantee shall, upon written notice from the Director, remove any waste containers located on the

affected City property. The Director shall give Grantee fourteen days written notice of the date

when the construction of improvements on such City property is to begin, and Grantee shall remove such waste containers prior to the commencement of construction.

- 5. During the life of this franchise, Grantee shall maintain, repair or replace the waste containers as necessary, and shall keep them reasonably clean, in neat and attractive appearance, and free of odors. Grantee may change the design of the waste containers if it deems advisable, but such changes shall be subject to prior approval of the Director.
  - 5.1 The City will provide written notice to the Grantee in the case of any problem waste container(s) and if the problem is not cured within seven days of that notice, the City can order the removal of said waste container(s).
  - 5.2 If Grantee does not remove the problem waste container(s) within seven days of the City's removal order, the City will remove and dispose of the waste container(s) at the Grantee's cost.
  - 5.3 The timeframes referenced in this Section 5 may be accelerated by the City in the case of an imminent public health or safety hazard.
- 6. As part of the consideration for the grant of this franchise, Grantee agrees during the term hereof:
  - 6.1 To collect all refuse from the waste containers on a schedule to be approved by the Director within five days of the City's approval of this ordinance and within the timeframe subsequently approved by the Director after any change to the initially approved schedule.
  - 6.2 To dispose of such refuse in a legal and proper manner including, but not limited to applicable City ordinance.
- 7. If Grantee collects and disposes of the refuse or uses his own employees to collect and dispose of the refuse, Grantee shall obtain, pay for and keep in effect a City commercial hauler's license, and shall comply with all laws, codes and ordinances applicable to the collection, hauling and disposal of refuse. Grantee may contract with a permitted hauler to collect and dispose of the refuse.

8 Grantee is deemed, at all times, an independent contractor and is responsible for his own

acts. GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY,

ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS.

LIABILITY, DAMAGE. EXPENSE OR CLAIM OF ANY NATURE WHATSOEVER ARISING

OUT OF OR INCIDENT TO THIS FRANCHISE, WHICH ARE THE RESULT OF ANY ACT

OR OMISSION OF GRANTEE. GRANTEE SHALL GIVE THE CITY REASONABLE

NOTICE OF ANY SUCH CLAIMS OR ACTIONS. GRANTEE SHALL USE LEGAL

COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS

OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE

THE EXPIRATION OR EARLY TERMINATION OF THIS FRANCHISE.

9. During the term of this franchise, the Grantee will carry public liability insurance by a

solvent insurance company authorized to do business in Texas, for the protection of itself and the

City, which must be named as an additional insured. The limits of liability must be at least

\$250,000 for bodily injury or wrongful death of one person, \$500,000 for more than one person in

the same accident, and \$100,000 property damage. The form of the policy is subject to approval

by the City and a copy, or a certificate of insurance, must be filed with the City Clerk. The policy

must provide that it cannot be canceled without ten days prior notice in writing to the City Clerk.

10. Grantee must comply with all applicable laws, regulations and ordinances.

11. The City may terminate this franchise without cause, for any reason whatsoever, upon

thirty days written notice to Grantee.

Upon termination of this franchise, the City Council may either require Grantee to remove 12.

the containers or the City may acquire the containers as described. If the City opts to acquire the

property of Grantee located in accordance with this Agreement, the grant hereof, and such property

will be transferred to the City upon the payment by the City to Grantee of a fair valuation. The

fair valuation shall be ascertained by the arbitration and appraisal of a majority of three appraisers.

one of whom shall be appointed by the City of El Paso, one of whom shall be appointed by the

Grantee, and one of whom shall be appointed by the first two appraisers so appointed by the City

and Grantee. If said two appraisers are unable to agree on the designation of a third appraiser, or

if the City or Grantee refuses for a period of thirty days after notice to appoint or designate an

appraiser, the County Judge of El Paso County, Texas, shall designate such appraiser. The

valuation as fixed by a majority of three appraisers shall not include any payment or valuation

because of any value derived from the franchise or the fact that it is or may be a going concern,

duly installed and operated. If the City Council shall not desire to acquire the property by the

payment of a fair valuation therefore, the property shall be removed by the Grantee without cost

or expense to the City, and the sidewalk or other public place where the property was located shall

be restored to its former condition.

13. This franchise may not be assigned without the prior written consent of the City, which

consent will not be unreasonably withheld.

14. As consideration for this franchise, Grantee will pay to the City the annual franchise fee in

the amount authorized by the El Paso City Council in Schedule C of the City's Budget Resolution,

as amended on or before the 15th day following the granting of this franchise. In addition, on

March 31, June 30, September 30 and December 31 of each year during the term of this franchise,

the Grantee will submit a quarterly payment in the amount authorized by City Council per waste

container in service per month. By way of example, the August 23, 2024 payment shall cover the

period from the date of execution to September 30, 2024, and the December 31, 2024 payment

shall cover the period from October 1, 2024 to December 31, 2024. This fee will include a report

listing the number of waste containers in service, their location and reason for removing a waste

container. If the City does not receive one or more of the referenced franchise fees by their due

date, the City shall send a written notice of default to the Grantee for lack of payment. The City

will give Grantee ten calendar days from the date of such notice to pay in full or the franchise will

be terminated at the end of the ten-day period. If the Grantee is found to be violating the provisions

of this franchise or submitting false records listing locations or number of waste containers, the

penalties listed in Section 1.08.030 of the City Code shall be pursued by the City against Grantee.

All payments shall be submitted to the Comptroller of the City of El Paso, at the following address:

P.O. Box 1890, El Paso, Texas 79950-1890.

15. The City may conduct periodic audits of the waste container locations to ensure quarterly

reporting is accurate. The Department of Environmental Services may also investigate any and all

complaints addressing waste container condition, locations, and nuisances caused by these waste

containers.

In addition, Grantee must allow the City to use ten percent of its advertising space on its 16.

waste containers to publicize upcoming City-sponsored events and City-related community

services messages. The Grantee will meet with the Director within ten days following the

execution of this ordinance and again annually as of the date of the granting of this franchise to

discuss the number and location of spaces available for City use. The locations shall be fixed until

such time as the City agrees to a different location. The City is entitled to use ten percent of the

total advertising spaces that the Grantee had available during the immediately preceding three

months. There will be no more than one space per waste container for City use. The Grantee

reserves the right to try to solicit sponsorship for the spaces allotted for City use. The City reserves

the right to approve the wording and design of such advertisements and to accept sponsors. If the

Grantee does not have a sponsor for the spaces allotted for City use, the City has the option to

furnish its own signs for placement by the Grantee on the waste containers. The City reserves the

right to give the Grantee thirty days written notice to update or change the advertisement wording

or design of a space reserved for City use.

17. Grantee herein shall indicate the acceptance of the provisions of this Ordinance in writing

within five days after the passage thereof.

18. Written notice to the other party may be provided at the following addresses, or at a new

address as provided in writing to the nonmoving party by a party that has moved its physical location

within thirty days of said relocation without the necessity of amending this contract:

City of El Paso

Attn: City Manager

P.O. Box 1890

El Paso, Texas 79950-1890

Grantee: Valu Advertising, LLC

Attn: Owner

3711 Hamilton Ave

El Paso, Texas 79930

7

ADOPTED this	day of	, 2024.
		CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM	Л:	APPROVED AS TO CONTENT:
Loyo Gue		Huhalas H. Glarma
Joyce Garcia		Nicholas N. Ybarra, Director
Assistant City Attorney		Environmental Services Department

(Acceptance and Acknowledgment follow on next page)

#### ACCEPTANCE AND ACKNOWLEDGMENT

# **ACCEPTANCE** The above instrument, with all conditions thereof, is hereby accepted this have of , 2024. Valu Advertising, LLC Valu Advertising, LLC Its: Owner ACKNOWLEDGEMENT THE STATE OF TEXAS **COUNTY OF EL PASO** This instrument was acknowledged before me on this $08^{12}$ day of 000, 2024, by Ruben Torres, acting as the Owner of Valu Advertising, LLC. Notary Public, State of Texas Notary's Printed or Typed Name: My Commission Expires:

24-2660-TRAN 524286 Valu Advertising LLC, Waste Container Ordinance JG

ORDINANCE NO.

9

PETE ARMENDARIZ Notary ID #11277307 My Commission Expires

July 7, 2026

EXHIBIT 'A'

Site locations for VALU Advertising waste containers:

Main Street	Cross Street	No. Authorized
ALAMEDA	AMERICAS	2
ALAMEDA	PIEDRAS	4
<b>GATEWAY BLVD EAST</b>	GERONIMO	2
<b>GATEWAY BLVD EAST</b>	GILES (MCRAE)	2
<b>GATEWAY BLVD EAST</b>	HAWKINS	2
<b>GATEWAY BLVD EAST</b>	HUNTER	1
<b>GATEWAY BLVD EAST</b>	LEE TREVINO	2
<b>GATEWAY BLVD EAST</b>	RAYNOLDS	2
GATEWAY BLVD NORTH	DIANA	1
GATEWAY BLVD NORTH	SUN VALLEY	1
<b>GATEWAY BLVD WEST</b>	AIRWAY	1
<b>GATEWAY BLVD WEST</b>	GERONIMO	1
<b>GATEWAY BLVD WEST</b>	LEE TREVINO	2
<b>GATEWAY BLVD WEST</b>	VISCOUNT	1
GEORGE DIETER	PENDALE	4
GILES	PHOENIX	2
HAWKINS	COMMERCE	1
HAWKINS	INDUSTRIAL	2
JOE BATTLE	PEBBLE HILLS	3
McRAE BLVD	COSMOS	2
McRAE BLVD	WEDGEWOOD	2
MESA	ARGONAUT	1
MESA	ARIZONA	1
MESA	BALBOA	1
MESA	BALTIMORE	1
MESA	CASTELLANO	2
MESA	CINCINNATI	2
MESA	GLORY ROAD (BALTIMORE)	1

MESA	RIM	2
MESA	RIO GRANDE	2
MESA	RIVER	2
MESA	SCHUSTER	2
MESA	UNIVERSITY	4
MESA	YANDELL	3
MONTANA	CARNEGIE (WEDGEWOOD)	2
MONTANA	CHELSEA	4
MONTANA	GERONIMO	2
MONTANA	HAWKINS	3
MONTANA	HUCKLEBERRY	1
MONTANA	LORNE	2
MONTANA	MAGRUDER	2
MONTANA	RAYNOLDS	2
MONTANA	SIOUX	2
MONTANA	STANTON	4
MONTANA	WEDGEWOOD	2
MONTANA	YARBROUGH	2
MONTWOOD	LEE ELDER	1
NORTH DESERT	REDD	2
OREGON	HAGUE	1
PAISANO	BOONE	1
PAISANO	TROWBRIDGE	2
PELLICANO	PETER COOPER	1
ROJAS	GOODYEAR	2
ROJAS	PENDALE	4
ROJAS	SABRINA LYN	2
SAUL KLEINFELD	EDGEMERE	4
SCHUSTER	HAWTHORNE	1
SHADOW MOUNTAIN	PEBBLE BEACH	3
SOUTH DESERT	REDD	1
STANTON	ARIZONA	1
STANTON	KERBEY	1
STANTON	RIM	1

STANTON	RIO GRANDE	2
STANTON	UNIVERSITY	2
TALBOT	ROAD A	4
UNIVERSITY	OREGON	2
VISCOUNT	WESTMORELAND	1
VISTA DEL SOL	ВОВ НОРЕ	2
YANDELL	CAMPBELL	2
YANDELL	KANSAS	3
YARBROUGH	<b>BIG 8 DRIVEWAY</b>	2
YARBROUGH	LAFAYETTE	1
YARBROUGH	MAUER	4
ZARAGOZA	BETEL	2
ZARAGOZA	ESCOBAR	2
ZARAGOZA	RABE COURT	1
	Total:	150

#### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with <u>Title 2, Chapter 2.92, Section 2.92.080</u>

#### 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. A person making a contribution, including the contributor's spouse. "Contributor" "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	
Business Name	
Agenda Item Type	
Relevant Department	

DISCIOSE	are Ammin	ation. Flease check the appropriate box below to indicate whether you have made campaign
contributi	ions or do	nations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s)
or term(s	s) of City o	ffice specified in Section 2.92.080 of the El Paso Municipal Code.
<b>/</b>	City Cou	<b>OT</b> made campaign contributions or donations totaling an aggregate of \$500 or more to any ncil member(s) during their campaign(s) or term(s) of City office, as specified in Section of the El Paso Municipal Code.
OR		
		nade campaign contributions or donations totaling an aggregate of \$500 or more to the following uncil member(s) during their campaign(s) or term(s) of City office:
0.51	FIOF	

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/1280/08	
District 1		
District 2		
District 3		2/0/
District 4	300000	5/,//
District 5		
District 6	A RY A	
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:	D	ate:
7		

### Legislation Text

File #: 24-985, Version: 2

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

An Ordinance amending the following provisions of El Paso City Code Title 20 (Zoning), Chapter 14 (Off-Street Parking, Loading and Storage Standards), Article I (Vehicular Parking), Section 050 (Parking Requirements and Standards) and Section 070 (Parking Reductions). The penalty is as provided in Chapter 20.24 of the El Paso City Code.

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

**DEPARTMENT:** Capital Improvement Department

AGENDA DATE: Introduction: July 30, 2024

Public Hearing: August 27, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez P.E., City Engineer, 212-1860

**DISTRICT(S) AFFECTED: All Districts** 

**STRATEGIC GOAL:** Goal 3 -Promote the Visual Image of the City

SUBGOAL: N/A

#### **SUBJECT:**

Discussion and action on an ordinance amending Title 20 (Zoning), Chapter 14 (Off-Street Parking, Loading and Storage Standards) Article I (Vehicular Parking), Section 050 (Parking Requirements and Standards), removing off-street parking minimums for property located within the Downtown, Uptown, and Surrounding Neighborhoods Master Plan area.

#### **BACKGROUND / DISCUSSION:**

On July 5, 2023, the El Paso City Council adopted the Downtown, Uptown, and Surrounding Neighborhoods Master Plan by resolution. Included in the adopting resolution was direction by the City Council to the City Manager to begin the implementation process of the Master Plan.

Subsequently, on October 10, 2023, a presentation was made to the City Council identifying specific code sections within Title 20 (Zoning) that necessitated amendment to allow for implementation of the Master Plan. By resolution on that date, City Council gave the City Manager direction to begin the process of making the identified changes and to bring them to City Council for adoption. Included within the recommendations was a proposed change eliminating minimum off-street parking requirements within the Plan area.

Finally, on June 27, 2024, the El Paso City Plan Commission recommended approval of the proposed change unanimously by a vote of 5-0. No letters in support or opposition of the proposed change have been received.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES \_\_\_NO

**PRIMARY DEPARTMENT:** Capital Improvement Department

**SECONDARY DEPARTMENT: N/A** 

## 

**DEPARTMENT HEAD:** 

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

ORDINANCE NO	

AN ORDINANCE AMENDING THE FOLLOWING PROVISIONS OF EL PASO CITY CODE TITLE 20 (ZONING), CHAPTER 14 (OFF-STREET PARKING, LOADING AND STORAGE STANDARDS), ARTICLE I (VEHICULAR PARKING), SECTION 050 (PARKING REQUIREMENTS AND STANDARDS) AND SECTION 070 (PARKING REDUCTIONS). THE PENALTY IS AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, On June 23, 2023, the El Paso City Council adopted the Uptown, Downtown, and Surrounding Neighborhoods Master Plan; and

WHEREAS, In the adopting resolution, the El Paso City Council directed the City Manager to begin the implementation of the Plan; and

WHEREAS, The Plan identifies the elimination of off-street parking requirements as a key policy recommendation; and

WHEREAS, The City has conducted a parking occupancy study and determined there to be significant parking oversupply; and,

WHEREAS, eliminating off-street parking requirements will remove a significant barrier that is preventing the realization of the plan.

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

**SECTION 1.** That Title 20 (Zoning), Chapter 14 (Off-Street Parking, Loading and Storage Standards), Article I (Vehicular Parking), Section 050 (Parking Requirements and Standards) be amended and replaced as follows:

- D. Off-street parking. Off-street parking minimums shall not apply to properties in the Improvement District No. 3, established by Ordinance 736 and dated April 3, 1952 and also include all property within the Downtown, Uptown, and Surrounding Neighborhoods Master Plan boundary as depicted in Exhibit A.
- **SECTION 2.** That Title 20 (Zoning), Chapter 14 (Off-Street Parking, Loading and Storage Standards), Article I (Vehicular Parking), Section 070 (Parking Reductions) be amended and replaced as follows:
- B. New Development in Redevelopment Areas. Up to a one hundred percent reduction for a use involving the new construction of a structure(s) that is proposed as a redevelopment project located within a redevelopment area or transit-oriented development corridor of the city. The applicant shall satisfactorily demonstrate compliance with all of the following conditions:

HQ24-2993|Trans#535827|P&I Off-Street Parking Ordinance RTA ORDINANCE NO.\_\_\_\_

Page 1 of 3

- 1. That the structure(s) is located within one of the following redevelopment areas: The Downtown, Uptown and Surrounding Neighborhoods Plan area as depicted in Exhibit A of Section 20.14.050.D., and any other redevelopment area or transit-oriented development corridor as may be recommended by the city plan commission and approved by the city council;
- 2. That the proposed building coverage on the lot is necessary for the proposed use, both in design and function necessitating the reduction; and
- 3. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirements.

**SECTION 3.** Except as herein amended Title 20 (Zoning) of the El Paso City Code shall remain in full force and effect.

PASSED AND APP	ROVED this day of	, 2024
	THE CITY OF E	L PASO
	Oscar Leeser	
	Mayor	
ATTEST:		
Laura D. Prine		
City Clerk		
	Additional signatures on following page**	

HQ24-2993|Trans#535827|P&I Off-Street Parking Ordinance RTA ORDINANCE NO.

<b>A</b>	PPR	OVED	AC	$T\Omega$	CON	NTEN	т.
$\boldsymbol{H}$	FFN	. <i>,</i> v p. i ,	A				

APPROVED AS TO FORM:

Russel T. Abeln

Alex Hoffman
Alex Hoffman, AICP, CNU-A

Capital Improvement Department

Capital Planning

Russell T. Abeln

Senior Assistant Attorney



# El Paso, TX

### Legislation Text

File #: 24-1040, 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, Cary Westin, (915) 212-0023

#### AGENDA LANGUAGE:

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

An Ordinance ordering a Special Election to be held in the City of El Paso, Texas to determine whether to revoke the City's authority to issue bonds for the Multipurpose Performing Arts and Entertainment Facility voted at the City's November 6, 2012 Election; making provision for the conduct of the election; and resolving other matters incident and related to such election.

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

**DEPARTMENT: City Manager's Office** 

AGENDA DATE: July 30, 2024

PUBLIC HEARING DATE: August 13, 2024

CONTACT PERSON NAME AND PHONE NUMBER: Cary Westin, (915) 212-0023

**DISTRICT(S) AFFECTED: AII** 

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

#### SUBJECT:

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

An Ordinance

An Ordinance Ordering a Special Election to be held in the City of El Paso, Texas to determine whether to revoke the City's Authority to issue bonds for the Multipurpose Performing Arts and Entertainment Facility voted at the City's November 6, 2012 Election; making provisions for the conduct of the election; and resolving other matters incident and related to such election.

#### **BACKGROUND / DISCUSSION:**

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

On July 16, 2024 Council directed the City Attorney to prepare an ordinance ordering an election on the November 5, 2024 uniform election date to permit voters to determine whether to revoke the City's authority to issue the 2012 Quality of Life bonds that have not yet been sold or delivered directed. Chapter 1252 of the Texas Government Code authorizes City Council to order such an election.

#### PRIOR COUNCIL ACTION:

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

City Council approved the Ordinance calling for the election to authorize the City to issue the bonds for this project on August 14, 2012.

#### AMOUNT AND SOURCE OF FUNDING:

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

To be determined.

#### REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations made to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
N/A	N/A

\*\*\*\*\*\*\*\*\*\*\*<mark>\*\*\*\*\*\*REQUIRED</mark> AUTHORIZATION\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

DEPARTMENT HEAD.

ORDINANCE NO. [	-
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AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD IN THE CITY OF EL PASO, TEXAS TO DETERMINE WHETHER TO REVOKE THE CITY'S AUTHORITY TO ISSUE BONDS FOR THE MULTIPURPOSE PERFORMING ARTS AND ENTERTAINMENT FACILITY VOTED AT THE CITY'S NOVEMBER 6, 2012 ELECTION; MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION

WHEREAS, pursuant to an election held in the City of El Paso, Texas (the "City"), on November 6, 2012 (the "Prior Bond Election"), the City Council of the City (the "City Council") became authorized to issue, sell and deliver general obligation bonds in the aggregate principal amount \$228,250,000 for "Museum, Cultural, Performing Arts, and Library Facilities" purposes, including, among other things, acquiring, constructing and equipping a multipurpose performing arts and entertainment facility to be located in Downtown El Paso (the "Multipurpose Facility"); and

WHEREAS, the City has heretofore issued bonds in the aggregate principal amount of \$99,794,364 for "Museum, Cultural, Performing Arts, and Library Facilities" purposes and there remains an unissued balance of bonds in the principal amount of \$128,455,636; and

WHEREAS, the City has completed all the other projects authorized to be constructed pursuant to the "Museum, Cultural, Performing Arts, and Library Facilities" proposition of the Prior Bond Election but the acquisition, construction and/or equipping of the Multipurpose Facility has not been completed; and

WHEREAS, certain material changes in circumstances and subsequent events since the date of the Prior Bond Election have prompted City Council to reconsider whether the City should move forward with the Multipurpose Facility; and

WHEREAS, pursuant to Texas Government Code, Chapter 1252, as amended, the City Council is authorized to order an election to determine whether to revoke the authority to issue the remaining bonds authorized by the Prior Bond Election that have not yet been sold or delivered; and

WHEREAS, the City Council hereby finds and determines that an election should be held to determine whether to revoke the City Council's authority to issue the remaining \$128,455,636 of bonds voted to acquire, construct and equip the Multipurpose Facility (the "Election"); now, therefore:

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. The Election shall be held in the CITY OF EL PASO, TEXAS, on the 5<sup>th</sup> day of November, 2024 (the "Election Day"), which is a uniform election date under the Texas Election Code, as amended, and is not less than 78 days nor more than 90 days from the date of the adoption of this ordinance (the "Ordinance"), for the purpose of submitting the following proposition to the qualified voters of the City:

#### CITY OF EL PASO, TEXAS PROPOSITION A

"SHALL the authority of the City Council of the City of El Paso, Texas, to issue the remaining \$128,455,636 of general obligation bonds granted by the "Museum, Cultural, Performing Arts and Library Facilities Proposition" of the bond election held within the

City on November 6, 2012 for the purpose of providing funds for acquiring, constructing and equipping the multipurpose performing arts and entertainment facility to be located in Downtown El Paso be revoked?"

SECTION 2. The Election shall be conducted by the El Paso County Elections Department in accordance with the provisions of an election services contract (the "Contract") to be entered into with the elections administrator of El Paso County (the "El Paso County Elections Administrator").

On Election Day, the polls shall be open from 7:00 a.m. to 7:00 p.m. at the locations designated by the El Paso County Elections Administrator in accordance with the Contract. The locations of such polling places on Election Day are set forth in **Exhibit A** which is attached hereto and incorporated herein by reference as a part of this Ordinance for all purposes. **Exhibit A** shall be modified to include additional or different Election Day polling places designated by the El Paso County Elections Administrator and to conform to the Contract.

<u>SECTION 3.</u> The locations, dates and times for early voting for this Election shall be as shown in **Exhibit B**, which is attached hereto and incorporated herein by reference as a part of this Ordinance for all purposes. Lisa Wise, El Paso County Elections Administrator, is hereby appointed early voting clerk and shall appoint and designate deputy clerks for early voting in accordance with the Contract.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this Election shall be appointed and designated in accordance with the provisions of the Contract.

SECTION 4. The Central Counting Station for the tabulation and counting of ballots for this Election shall be located at the El Paso County Elections Department, 500 E. San Antonio Ave., Suite 314, El Paso, Texas 79901 and the Manager, Tabulation Supervisor, Presiding Judge and Alternate Presiding Judge at such Central Counting Station shall be determined, appointed and designated in accordance with the Contract. The Manager and Presiding Judge of such Central Counting Station may appoint clerks to serve at such Station, as provided by Texas Election Code, Section 127.006, as amended.

SECTION 5. A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for Election Day voting. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Pursuant to Section 61.012, as amended, Texas Election Code, the El Paso County Elections Administrator shall provide at least one accessible voting system in each polling place used in the Election.

<u>SECTION 6.</u> The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote "FOR" or "AGAINST" the aforesaid proposition which shall appear on the ballot substantially as follows:

#### CITY OF EL PASO, TEXAS PROPOSITION A

"THE REVOCATION OF \$128,455,636 GENERAL OBLIGATION BONDS FOR THE MULTIPURPOSE PERFORMING ARTS AND ENTERTAINMENT FACILITY TO BE LOCATED IN DOWNTOWN EL PASO?"

SECTION 7. All resident qualified voters of the City shall be permitted to vote at the Election. The Election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, Chapter 1252, Texas Government Code, as amended, and as may be required by any other law.

To the extent required by law, all materials and proceedings relating to the Election shall be printed in English and Spanish.

SECTION 8. Notice of election, including a Spanish translation thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the City, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Ordinance, including a Spanish translation thereof, shall be posted (i) at City Hall not less than 21 days prior to Election Day, (ii) at three additional public places within the City not less than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the City's internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the City's internet website not less than 21 days prior to Election Day.

SECTION 9. The City Council authorizes the Mayor, the City Manager, or the respective designee of either of such parties, to make such modifications to this Ordinance that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the City Council, as evidenced herein. By incorporating all essential terms necessary for a joint election agreement, this Ordinance is intended to satisfy Section 271.002(d) of the Texas Election Code, as amended, without further action of the City Council. To the extent needed or desirable, the El Paso County Elections Administrator is hereby appointed as custodian of voted ballots in El Paso County for the purposes of Section 31.096, as amended, Texas Election Code.

SECTION 10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 12. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 13. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

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	THE CITY OF EL PASO:
	Oscar Leeser Mayor, City of El Paso, Texas
ATTEST:	
Laura D. Prine City Clerk, City of El Paso, Texas	
(SEAL)	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Pal A. Bruk	
Paul A. Braden  Paul Councel for the City	Cary Westin
Bond Counsel for the City	City Manager City of El Paso, Texas
Karla Nieman	
City Attorney City of El Paso, Texas	

### Exhibit A

## EL PASO COUNTY ELECTION DAY PRECINCT AND POLLING INFORMATION\*

Election Day: Tuesday, November 5, 2024. Election Day Polling Locations open from 7 a.m. to 7 p.m.

<b>Vote Center</b> Centro de Votación	Room Cuarto	Address Dirección
Anthony Town Hall	Court Room (Cuarto de Cortes)	401 Wildcat Dr. 79821
El Paso County Northwest Annex	Community Room (Cuarto Comunitario)	435 E. Vinton Rd. 79821
Canutillo Middle School	Entry Foyer (Entrada Principal)	7311 Bosque Rd. 79835
Canutillo Elementary School	Entry Foyer (Entrada Principal)	651 Canutillo Ave. 79835
Clint ISD Early College Academy	Library (Biblioteca)	13100 Alameda Ave. 79836
Rio Valle Woman's Club	Front Conference Area (Área de Conferencia Principal)	521 Mike Maros St. 79838
Fabens Community Center	Pool Room (Cuarto de Billar)	201 NE Camp St. 79838
City of San Elizario Municipal Court	Council Chambers (Consejo de Cámaras)	12004 Socorro Rd. Suite B, 79849
W.E. Neill Community Center	Library (Biblioteca)	19210 Cobb Ave. 79853
Enrique Moreno County Courthouse	Third Floor, Back Lobby (Tercer Piso, Àrea de Espera)	500 E. San Antonio Ave. 79901
South El Paso Senior Citizens Center	Multipurpose Room (Cuarto de Multiusos)	600 S. Ochoa St. 79901
El Paso Community College-Rio Grande Campus	The Little Temple (El Pequeño Templo)	906 El Paso St. 79902
Fire Station #3	Apparatus Bay (Bahía de Aparatos)	721 E. Rio Grande Ave. 79902
Lamar Elementary School	Cafeteria Lobby (Área de Espera de Cafeteria)	1440 E. Cliff Dr. 79902
Mesita Elementary School	Library (Biblioteca)	3307 N. Stanton St. 79902
El Paso Tennis Club	Club House (Casa Club)	2510 N. St. Vrain St. 79902
UTEP - Union Building East	Riverview 102H (Riverview 102H)	351 W. University Ave. 79968
Fire Station #7	Apparatus Bay (Bahía de Aparatos)	3200 Pershing Dr. 79903
Sunrise Mountain Elementary School	Foyer (Área de Espera)	7710 Pandora St. 79904
Nations Tobin Sports Center	Break Room (Cuarto de Descanso)	8831 Railroad Dr. 79904
Logan Elementary School	Room 105 (Cuarto 105)	3200 Ellerthorpe Ave. 79904
Park Elementary School	Foyer (Área de Espera)	3601 Edgar Park Ave. 79904
H.R. Moye Elementary School	Multipurpose Room (Cuarto de Multiusos)	4825 Alps Dr. 79904
Bowie High School	Fine Arts Lobby (Área de Espera de Bellas Artes)	801 S. San Marcial St. 79905
<u>Hilos de Plata Senior Center</u> **Replaced El Paso County Coliseum	Classroom (Salón)	4451 Delta Dr. 79905
San Juan Senior Center	Lobby (Área de Espera)	5701 Tamburo Ct. 79905
Dr. Josefina Villamil Tinajero Pk-8 School	Old Gym (Viejo Gimnasio)	301 Lisbon St. 79905
Family Youth Services Center	Lobby (Área de Espera)	6314 Delta Dr. 79905
Loma Terrace Elementary School	Cottage in Parking lot (Cabaña en el Estacionamiento)	8200 Ryland Dr. 79907
YWCA-Lower Valley	Program Offices Room (Cuarto de Oficinas de Programa)	115 Davis Dr. 79907
Ysleta Community Learning Center	Annex (Anexo)	121 Padres Dr. 79907
Lancaster Elementary School	Gymnasium (Gimnasio)	9230 Elgin Dr. 79907
Alicia R. Chacon International School	Library (Biblioteca)	920 Burgundy Dr. 79907
Congressman Silvestre & Carolina Reyes School	Lower Level, East Corridor (Nivel Inferior, Corredor Este)	7440 Northern Pass Dr. 79911
The Shoppes at Solana	T.B.A.	750 Sunland Park Dr. 79912
Brown Middle School	Room 139 (Cuarto 139)	7820 Helen of Troy Dr. 79912

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Vote Center Centro de Votación	Room Cuarto	Address Dirección
<u>Dorris Van Doren Library</u>	Multipurpose Room (Cuarto de Multiusos)	551 Redd Rd. 79912
Medano Heights	Community Room (Cuarto Comunitario)	7801 Medano Dr. 79912
Tippin Elementary School	Community Room (Cuarto Comunitario)	6541 Bear Ridge Dr. 79912
Fire Station #27	Apparatus Bay (Bahía de Aparatos)	6767 Ojo De Agua Dr. 79912
Rosa Guerrero Elementary School	Community Room (Cuarto Comunitario)	7530 Lakehurst Rd. 79912
YWCA - West	Program Offices Room (Cuarto de Oficinas de Programa)	313 Bartlett Dr. 79912
Carlos Rivera Elementary School	Multipurpose Building (Edificio de Multiusos)	6445 Escondido Dr. 79912
Western Hills U.M.CStewart Family Life Center A	SFLC Foyer (Área de Espera SFLC)	524 Thunderbird Dr. 79912
Dr. Green Elementary School	Multipurpose Room (Cuarto de Multiusos)	5430 Buckley Dr. 79912
Putnam Elementary School	Foyer (Área de Espera)	6508 Fiesta Dr. 79912
Polk Elementary School	Counselor's Room (Cuarto del Consejero)	940 Belvidere St. 79912
The Monte Vista at Coronado	Activity Room (Cuarto de Actividades)	1575 Belvidere St. 79912
El Paso Community College-Valle Verde	Cafeteria Annex (Anexo de la Cafetería)	919 Hunter Dr. 79915
Riverside High School	Theatre Lobby (Área de Espera del Teatro)	301 Midway Dr. 79915
Rio Bravo Middle School	Gymnasium (Gimnasio)	525 Greggerson Dr. 79915
	Theatre Lobby (Área de Espera del Teatro)	731 N. Yarbrough 79915
Bel Air High School	, , ,	
Officer David Ortiz Recreation Center	Classroom B (Salón B)	563 N. Carolina Dr. 79915
Transition To Life Career Center	Library (Biblioteca)	7988 Alameda Ave. 79915
El Paso Independent School District <u>Transportation</u> **Replaced Westside Community Church	Training Room 109A (Cuarto de entrenaminieto 109A)	4864 Doniphan Dr. 79922
Zach White Elementary School	Multipurpose Room (Cuarto de Multiusos)	4256 Roxbury Dr. 79922
Desertaire Elementary School	Library (Biblioteca)	6301 Tiger Eye Dr. 79924
Bowling Family YMCA	Vita Room (Cuarto Vita)	5509 Will Ruth Ave. 79924
Dr. Joseph E. Torres Elementary School	Multipurpose Room (Cuarto de Multiusos)	10700 Rushing Rd. 79924
H.E. Charles Middle School	Portable #1 (Portátil #1)	4909 Trojan Dr. 79924
Arlington Park Shelter	Main Room (Cuarto Principal)	10350 Pasadena Cir. 79924
Newman Elementary School	Gymnasium (Gimnasio)	10275 Alcan St. 79924
Parkland High School	Portable (Portátil)	5932 Quail Ave. 79924
Coach Archie Duran Elementary School	Multipurpose Room (Cuarto de Multiusos)	5249 Bastille Ave. 79924
Fire Station #20	Apparatus Bay (Bahía de Aparatos)	8301 Edgemere Blvd. 79925
Cielo Vista Elementary School	Community Room (Cuarto Comunitario) Portable #3 (Portátil #3)	9000 Basil Ct. 79925 10300 Edgemere Blvd. 79925
Edgemere Elementary School Fire Station #19	Apparatus Bay (Bahía de Aparatos)	2405 McRae Blvd. 79925
YISD Central Office	Tigua Room (Cuarto Tigua)	9600 Sims Dr. 79925
Eastwood Heights Elementary School	Library (Biblioteca)	10530 Janway Dr. 79925
Gary Del Palacio Recreation Center	Multipurpose Room (Cuarto de Multiusos)	3001 Parkwood St. 79925
Coach Wally Hartley Pk -8 School	Multipurpose Room (Cuarto de Multiusos)	6201 Hughey Cir. 79925
Bassett Place	T.B.A.	6101 Gateway West 79925
Western Technical College	Penske Room (Cuarto Penske)	9624 Plaza Cir. 79927
El Pasoans Fighting Hunger Food Bank	Volunteer Break Room (Cuarto de Descanso de Voluntarios)	9541 Plaza Cir. 79927
El Paso Community College-Mission Del Paso	A-134	10700 Gateway Blvd E. 79927
H.D. Hilley Elementary School	Annex (Anexo)	693 N. Rio. Vista Rd. 79927
Chayo Apodaca Community Center	Community Center (Centro Comunitario)	341 N. Moon Rd. 79927
Robert R. Rojas Elementary School	Lobby (Area de Espera)	500 Bauman Rd. 79927
Escontrias Elementary School	Lobby (Área de Espera)	205 Buford Rd. 79927
Campestre Elementary School  KEYS Academy	Lobby (Årea de Espera)  Parent Center (Centro de Padres)	11399 Socorro Rd. 79927 12380 Pine Springs Dr. 79928

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Vote Center Centro de Votación	Room Cuarto	Address Dirección
Desert Hills Elementary School	Classroom 401 (Salón 401)	300 N. Kenazo Dr. 79928
Desert Wind K-8 School	Library (Biblioteca)	1100 Colina De Paz Dr. 79928
Horizon Heights Elementary School	Science Lab, 500 Hallway (Laboratorio de Ciencias, Pasillo 500)	13601 Ryderwood Ave. 79928
Dr. Sue A Shook Elementary School	Library (Biblioteca)	13777 Paseo Del Este Blvd. 79928
Horizon Fire Department Station #2	Apparatus Bay (Bahía de Aparatos)	12361 Paseo Del Este Blvd. 79928
Aqua Dulce Community Center	Classroom B (Salón B)	15371 Kentwood Ave. 79928
Carroll T. Welch Elementary School	Portable #3 (Portátil #3)	14510 Mc Mahon Ave. 79928
Center for Career and Technology Education	Custodial Lounge (Salón de Custodios)	1170 N. Walnut St. 79930
Travis Elementary School	Multipurpose Room (Cuarto de Multiusos)	5000 N. Stevens St. 79930
Paul C. Moreno Elementary School	Multipurpose Room (Cuarto de Multiusos)	2300 San Diego Ave. 79930
Memorial Park Senior Citizen Center	Dance/Exercise Room (Cuarto de Baile/Ejercicio)	1800 Byron St. 79930
Austin High School	Fine Arts Lobby (Área de Espera de Bellas Artes)	3500 Memphis Ave. 79930
Fire Station #2	Apparatus Bay (Bahía de Aparatos)	111 E. Borderland Rd. 79932
Community Connections Center	Meeting Room (Cuarto de Juntas)	5300 Warriors Dr. 79932
Dr. Nixon Elementary School	Multipurpose Room (Cuarto de Multiusos)	11141 Loma Roja Dr. 79934
Fred & Maria Loya Family YMCA	System Integration Room (Cuarto de Integración de Sistemas)	2044 Trawood Dr. 79935
Pebble Hills Elementary School	Gymnasium (Gimnasio)	11145 Edgemere Blvd. 79936
El Paso County Eastside Annex	Community Room (Cuarto Comunitario)	2350 George Dieter Dr. 79936
Hanks High School	Library (Biblioteca)	2001 Lee Trevino Dr. 79936
Tierra Del Sol Elementary School	Gymnasium (Gimnasio)	1832 Tommy Aaron Dr. 79936
Hanks Middle School	Gymnasium (Gimnasio)	11201 Pebble Hills Blvd. 79936
ESC Region 19 Head Start Multipurpose Center	Clint Room (Cuarto Clint)	11670 Chito Samaniego Dr. 79936
Jane Hambric K-8 School	Teacher's Lounge (Área de Maestros)	3535 Nolan Richardson Dr. 79936
Bill Sybert K-8 School	Library (Biblioteca)	11530 Edgemere Blvd. 79936
Benito Martinez Elementary School	Library (Biblioteca)	2640 Robert Wynn St. 79936
Helen Ball Elementary School	Library (Biblioteca)	1950 Firehouse Dr. 79936
O'Shea Keleher Whole Child Academy	Counseling Suite 503 (Suite de Consejería 503)	1800 Leroy Bonse Dr. 79936
Marty Robbins Recreation Center	Lobby (Área de Espera)	11620 Vista Del Sol Dr. 79936
Sierra Vista Elementary School	Library (Biblioteca)	1501 Bob Hope Dr. 79936
Hurshel Antwine Elementary School	Gymnasium (Gimnasio)	3830 Rich Beem Blvd. 79938
Esperanza Acosta Moreno Library	Meeting Room (Cuarto de Juntas)	12480 Pebble Hills Blvd. 79938
Lujan-Chavez Elementary School	Library (Biblioteca)	2200 Sun Country Dr. 79938
Pebble Hills High School	Auditorium (Auditorio)	14400 Pebble Hills Blvd. 79938
Red Sands Elementary School	Outside Gym (Gimnasio Exterior)	4250 O'Shea Rd. 79938
Montana Vista Elementary School	Portable 613 (Portátil 613)	3550 Mark Jason Dr. 79938

<sup>\*</sup>El Paso County, Texas participates in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters will be able to cast their Election Day ballots at any of the Vote Centers identified above or on the County's website at: <a href="https://epcountyvotes.com">https://epcountyvotes.com</a>. If any locations are changed, this will be reflected on the County's website.

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#### Exhibit B

#### EL PASO COUNTY EARLY VOTING LOCATIONS, DATES AND HOURS\*

Early voting begins Monday, October 21, 2024 and ends on Friday, November 1, 2024.

(Main Early Voting Location)  1. Enrique Moreno County Courthouse Third Floor, Back Lobby	500 E. San Antonio Ave. 79901	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	8am - 5pm 7am - 7pm 11am - 5pm 7am - 7pm
2. Agua Dulce Community Center Classroom B	15371 Kentwood Ave. 79928	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	10am - 7pm 12pm - 5pm 10am - 7pm
3. Arlington Park Shelter  Main Room  * Express Curbside Station - Parking lot in from	10350 Pasadena Cir. 79924  nt of Arlington Park Shelter	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	9am - 6pm 7am - 7pm 11am - 5pm 9am - 9pm
4. Bassett Place T.B.A.	6101 Gateway West 79925	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	10am - 7pm 12pm - 5pm 9am - 9pm
5. Bowling Family YMCA  Vita Room	5509 Will Ruth Ave. 79924	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	9am - 6pm 12pm - 5pm 9am - 6pm
6. <u>Canutillo Nutrition Center</u> Exercise Room	7351 Bosque Rd.79835	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	8am - 5pm 12pm - 5pm 8am - 5pm
7. Chayo Apodaca Community Center Community Center	341 N. Moon Rd. 79927	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	9am - 6pm 12pm - 5pm 9am - 6pm
City of San Elizario Municipal Court     Council Chambers	12004 Socorro Rd. Suite B, 79849	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	8am - 5pm 12pm - 5pm 8am - 5pm
9. <u>Clint ISD Early College Academy</u> Library	13100 Alameda Ave. 79836	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	8am - 5pm 12pm - 5pm 8am - 5pm
10. <u>Commissioner's Corner</u> Community Room	10700 Montana Ave. 79936	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	9am - 6pm 12pm - 5pm 9am - 6pm
11. <u>Dorris Van Doren Library</u> Auditorium	551 Redd Rd. 79912	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	10am - 7pm 12pm - 5pm 10am - 7pm
12. <u>El Paso County Eastside Annex</u> Community Room	2350 George Dieter Dr. 79936	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	8am - 5pm 7am - 7pm 11am - 5pm 8am - 9pm



# Sites with a car icon are also Curbside Express Voting Locations.

\*Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit <a href="mailto:epcountyvotes.com">epcountyvotes.com</a> or call (915) 546-2154.

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#### EL PASO COUNTY EARLY VOTING LOCATIONS, DATES AND HOURS\*

	El Paso County Northwest Annex Community Room	435 Vinton Rd. 79821	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 9pm
14.	EPCC Administrative Services Center Foyer	9050 Viscount Blvd. 79925	Monday, Oct. 21 - Friday, Oct. 25 <b>8am - 5pm</b> Saturday, Oct. 26 - Sunday, Oct. 27 <b>12pm - 5pm</b> Monday, Oct. 28 - Friday, Nov. 1 <b>8am - 5pm</b>
15.	Esperanza Acosta Moreno Library Meeting Room	12480 Pebble Hills Blvd. 79938	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1  10am - 7pm 7am - 7pm 11am - 5pm 10am - 7pm
16.	Fabens Community Center Pool Room	201 NE Camp St. 79838	Monday, Oct. 21 - Friday, Oct. 25       9am - 6pm         Saturday, Oct. 26       7am - 7pm         Sunday, Oct. 27       11am - 5pm         Monday, Oct. 28 - Friday, Nov. 1       9am - 9pm
17.	Family Youth Services Lobby	6335 Delta Dr. 79905	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
18.	Gary Del Palacio Recreation Center Multipurpose Room	3001 Parkwood St. 79925	Monday, Oct. 21 - Friday, Oct. 25 9am - 6pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 9am - 6pm
19.	Gonzalez Place Community Room	4101 Rich Beem Blvd. 79938	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
20.	Hilos De Plata Senior Center Classroom * Express Curbside Station - Parking lot in front of	4451 Delta Dr. 79905  Hilos De Plata Senior Center	Monday, Oct. 21 - Friday, Oct. 25 9am - 6pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 9am - 6pm
21.	Marty Robbins Recreation Center Lobby  * Express Curbside Station - Parking lot in back of	11620 Vista Del Sol Dr. 79936  Marty Robbins Recreation Center	Monday, Oct. 21 - Friday, Oct. 25 9am - 6pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 9am - 9pm
22.	Medano Heights Community Center	7801 Medano Dr. 79912	Monday, Oct. 21 - Friday, Oct. 25 10am - 7pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 10am - 7pm
23.	Mountain View-Rae Gilmore Recreation Center Multipurpose Room	8501 Diana Dr. 79904	Monday, Oct. 21 - Friday, Oct. 25 10am - 7pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 10am - 6pm
24.	Nations Tobin Sports Center Meeting Room	8831 Railroad Dr. 79904	Monday, Oct. 21 - Friday, Oct. 25 9am - 6pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 9am - 6pm
25.	Officer David Ortiz Recreation Center Classroom B	563 N. Carolina Dr. 79915	Monday, Oct. 21 - Friday, Oct. 25       9am - 6pm         Saturday, Oct. 26       7am - 7pm         Sunday, Oct. 27       11am - 5pm         Monday, Oct. 28 - Friday, Nov. 1       9am - 9pm
26.	Oz Glaze Senior Center Main Dining Area * Express Curbside Station - Parking lot in front of	13969 Veny Webb St. 79928 Oz Glaze Senior Center	Monday, Oct. 21 - Friday, Oct. 25 10am - 7pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 9am - 9pm



# Sites with a car icon are also Curbside Express Voting Locations.

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<sup>\*</sup> Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit <a href="mailto:epcountyvotes.com">epcountyvotes.com</a> or call (915) 546-2154.

#### EL PASO COUNTY EARLY VOTING LOCATIONS, DATES AND HOURS\*

27. Pebble Hills High School Auditorium Foyer	14400 Pebble Hills Blvd. 79938	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
28. SISD District Service Center TSC Computer Lab	12440 Rojas Dr. 79928	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
29. <u>South El Paso Senior Center</u> Multipurpose Room	600 S. Ochoa St. 79901	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
30. The Shoppes at Solana  T.B.A.  * Express Curbside Station - Parking lot by the	750 Sunland Park Dr. 79912  e Food Court	Monday, Oct. 21 - Friday, Oct. 25 9am - 6pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 9am - 9pm
31. <u>UTEP - Union Building East</u> Riverview Room 102H	351 W. University Ave. 79968	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
32. Wellington Chew Senior Center Classroom 2	4430 Maxwell Ave. 79904	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
33. W.E. Neill Community Center Library	19210 Cobb Ave. 79853	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
34. <u>Ysleta Community Learning Center</u> Annex	121 Padres Dr. 79907	Monday, Oct. 21 - Friday, Oct. 25 9am - 6pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 9am - 6pm
35. <u>YWCA - West</u> Program Offices	313 Bartlett Dr. 79912	Monday, Oct. 21 - Friday, Oct. 25 8am - 6pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 6pm
		-



# Sites with a car icon are also Curbside Express Voting Locations.

\* Early Voting Locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Location. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit <a href="mailto:epcountyvotes.com">epcountyvotes.com</a> or call (915) 546-2154.

#### Early Voting by Mail

Applications for voting by mail should be received (not post marked) no later than the close of business (5:00 p.m.) on Friday, October 25, 2024. Applications should be sent to:

Early Voting Clerk 500 E. San Antonio Ave., Suite 314 El Paso, Texas 79901 fax: (915) 546-2220 email: ballotrequests@epcounty.com

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

103491573.4 B-3



# El Paso, TX

300 N. Campbell El Paso, TX

### **Legislation Text**

File #: 24-1009, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 8**

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

#### AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager is authorized to sign a Street Improvement and Maintenance Agreement ("Agreement") by and between the City of El Paso ("City") and The Rim Area Neighborhood Association, Inc. ("Association") for the design, installation, and maintenance of right-of-way and landscaping improvements for traffic calming on Hague Road between Stanton Street and Rim Road.

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

AGENDA DATE: July 30th, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-268-5148

**DISTRICT(S) AFFECTED: District 8** 

STRATEGIC GOAL: Goal 2 - Enhance and Sustain El Paso's Infrastructure Network

#### SUBJECT:

Discussion and Action on a resolution that the City Manager is authorized to sign a Street Improvement and Maintenance Agreement ("Agreement") by and between the City of El Paso ("City") and The Rim Area Neighborhood Association, Inc. ("Association") for the design, installation, and maintenance of right-of-way and landscaping improvements for traffic calming on Hague Road between Stanton Street and Rim Road.

#### **BACKGROUND / DISCUSSION:**

Rim Area Neighborhood Association (RANA) received funds from Las Palmas Hospital associated with a land use issue. The funds are in an escrow account that can only be used for traffic calming. In coordination with RANA, CID will design and construct traffic calming along E Hague to address neighborhood concerns. This pilot project will be monitored before and after installation to inform future traffic calming efforts by the City. The improvements will be designed and constructed at no cost to the City.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

\$184,450.00 from Rim Area Neighborhood Association

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: CID

**SECONDARY DEPARTMENT: Streets and Maintenance** 

Joaquin Rodriguez, AICP, Director Grant Funded Programs

#### RESOLUTION

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

That the City Manager is authorized to sign a Street Improvement and Maintenance Agreement ("Agreement") by and between the City of El Paso ("City") and The Rim Area Neighborhood Association, Inc. ("Association") for the design, installation, and maintenance of right-of-way and landscaping improvements for traffic calming on Hague Road between Stanton Street and Rim Road. Pursuant to the Agreement, the Association shall pay 100% of the cost for the City to design and install the right-of-way and landscape improvements, for an estimated cost of \$184,450.00. The Association further agrees to maintain the completed landscaping improvements at the Association's sole expense and the City agrees to maintain the completed right-of-way improvements at the City's sole expense.

APPROVED this	day of	, 2024.
		THE CITY OF EL PASO:
ATTEST:		Oscar Leeser, Mayor
Laura D. Prine, City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Herta Birto		Yvette Hernandez Yvette Hernandez, P. E.
Roberta Brito		Yvette Hernandez, P. E.
Senior Assistant City Attorney		City Engineer

THE STA	ATE OF TEXAS	)	STREET IMPROVEMENT
		)	AND
COUNT	Y OF EL PASO	)	MAINTENANCE AGREEMENT
T	his Street Improven	nent and M	faintenance Agreement, hereinafter the "Agreement", is made
this	day of		, 2024, by and between the City of El Paso, a Texas
municipal	lity, hereinafter the	"City" and	The Rim Area Neighborhood Association, Inc., hereinafter
the "Neig	hborhood Associati	on"·	

#### WITNESSETH:

WHEREAS, the Neighborhood Association has requested the City design and install right-of-way improvements and landscape improvements for traffic calming on Hague Road between Stanton Street and Rim Road; and

WHEREAS, the Neighborhood Association has agreed to pay 100% of the cost for the City to design and install the right-of-way improvements and landscape improvements, for a combined estimated cost of \$184,450.00; and

WHEREAS, the Neighborhood Association has also agreed to maintain the landscape improvements at the Neighborhood Association's sole expense, upon completion of landscape improvements by the City; and

**WHEREAS**, the City has agreed to maintain the right-of-way improvements at the City's sole expense, upon completion of the right-of-way improvements; and

WHEREAS, the design and installation of right-of-way improvements and landscape improvements will provide traffic calming measures for the safety of the residents and visitors to the area and are in the best interests to the citizens of El Paso; and

**WHEREAS**, the parties desire to enter into an agreement whereby each will bear certain responsibilities regarding the design, installation and maintenance of the right-of-way improvements and landscape improvements.

**NOW, THEREFORE,** in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

- 1. The City shall design and install right-of-way improvements and landscape improvements on Hague Road between Stanton Street and Rim Road and the Neighborhood Association shall pay 100% of the cost of design and installation of both the right-of-way improvements and landscape improvements. For purposes of this Agreement, "landscape improvements" means plantings, ground cover, or rocks installed by the City. For purposes of this Agreement, the term "right-of-way improvements" means all improvements installed by the City other than landscape improvements.
- 2. The right-of-way improvements and landscaping improvements shall be designed and installed by the City pursuant to the Conceptual Plan attached hereto as **Exhibit "A"**, hereinafter, the

"Plan", and include, but are not limited to, the installation of raised medians, the installation of new pavement markings, the installation and/or relocation of traffic signage; and the installation of landscaping in the medians.

- 3. The Cost Estimate for the design and installation of the right-of-way improvements and landscape improvements is attached hereto as **Exhibit "B"**. The total cost for the project is estimated to be \$184,450.00.
- 4. Within thirty (30) days from the date hereof, the Neighborhood Association shall make payment to the City in the amount of \$184,450.00 as the estimated cost for the design and installation of the right-of-way improvements and landscape improvements the subject of this Agreement. The City agrees that all money paid by the Neighborhood Association, pursuant to this Agreement shall be used solely for the design, materials and installation of the right-of- way improvements and landscape improvements on Hague Road between Stanton Street and Rim Road pursuant to the Plans. Those costs shall include, but not be limited to, all costs for design, engineering, labor, materials, equipment, testing, inspection and all other costs reasonably related to the design and installation of the right-of-way and landscape improvements.
- 5. It is the intent of this Agreement that the Neighborhood Association shall be responsible for 100% of the cost for design and installation of the right-of-way improvements and landscape improvements. In the event that the total cost of the right-of-way improvements and landscape improvements exceed the estimated amount of \$184,450.00, the City shall, at its sole discretion, have the option of not completing the improvements as provided for in this Agreement. Should City decide not to complete the improvements, the City shall notify the Neighborhood Association by sending a letter or email to Neighborhood Association President Cathi Banda at the contact information provided at page 5 herein. Within forty-five (45) days of the date of such notification, the City shall return any unexpended funds to the Neighborhood Association by sending a check by U.S. mail made out to "The Rim Neighborhood Association" to President Cathi Banda at the address provided herein.
- 6. If the total, actual cost of the improvements is less than \$184,450.00, the City will refund to the Neighborhood Association, upon the completion of the installation of the improvements, any excess funds. Such funds shall be considered excess funds when the amount submitted by the Neighborhood Association exceeds one hundred percent (100%) of the total cost of design and installation of the right-of-way improvements and landscaping improvements.
- 7. Upon payment of the funds, the City of El Paso Capital Improvement Department will design, construct and install the right-of-way improvements and landscape improvements pursuant to the Plan. The City will cause all work required to be completed as soon as reasonably possible, subject to extensions for reasonable delays.
- 8. The right-of-way improvements and landscape improvements shall be designed and installed in accordance with City standards and specifications so as to provide the Neighborhood Association and the City with the necessary and appropriate control of vehicular and pedestrian traffic, as determined by the City Engineer.
- 9. All materials and parts used in the construction and installation and construction of the right-of-way improvements and landscape improvements shall be and remain the property of the City.

- 10. The parties hereby agree, that upon completion of the right-of-way improvements by the City, the City shall maintain the right-of-way improvements, including but not limited to the maintenance of the curb extensions, and medians.
- 11. The parties also agree, that upon completion of the landscaping improvements by the City, the Neighborhood Association shall maintain the landscape improvements, including but not limited to maintenance of the of the newly planted shrubs and ground cover and any newly installed landscape rock.
- 12. The Neighborhood Association understands and agrees that if the removal of the curb extensions, trees, vegetation, landscaping, irrigation system, angled parking, pavement, pavement striping, markings, and street infrastructure located on Hague Road between Stanton Street and Rim Road is necessary due to either safety concerns or future road improvements, that the City may remove the street infrastructure without compensation to the Neighborhood Association.
- 13. This document contains all of the agreements between the parties and may not be modified, except by written agreement, signed by both parties.
- 14. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 15. The laws of the State of Texas shall govern the validity, performance and enforcement of this Agreement and venue shall be in El Paso County, Texas.
- 16. Nothing contained herein shall be construed by the parties hereto, or by a third party, as creating the relationship of principal and agent, partners, joint ventures or any similar such relationship, or to render any party liable for the debts or obligations of the other party hereto.
- 17. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
- 18. This Agreement may not be assigned by either party without prior written approval of the other.
- 19. The terms, provisions and licenses provided herein shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the Parties. There are no third-party beneficiaries of this contract.
- 20. The individual signing this Agreement on behalf of the Neighborhood Association, acknowledges that he or she is authorized to do so and said individual further warrants that he or she has been duly authorized to commit and bind the Neighborhood Association to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE CITY	<b>OF</b>	EL	<b>PASO</b>	

Cary Westin City Manager

APPROVED AS TO FORM:

Roberta Brito

Senior Assistant City Attorney

PPROVED AS TO CONTENT:

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

THE RIM AREA NEIGHBORHOOD ASSOCIATION

Cathi Banda President

STATE OF TEXAS

**COUNTY OFEL PASO** 

This instrument was acknowledged before me on this 7th day of July, 2024, by Cath: Banda as President of The Rim Area Neighborhood Association.



**Notary Public, State of Texas** 

# EXHIBIT "A" Conceptual Plan











SHEET  OF	SHEET TITLE	CAPITAL IMPROVEMENT —CITY OF EL PASO—

218 N. Campbell Street, El Paso, TX. 79901 Telephone: (915) 212-0065

PROJECT NAME
HAGUE ROAD FROM STANTON ST. TO CAMPBELL ST.
MEDIAN
IMPROVEMENTS

SCALE	ENGINEER'S SEAL		REFERENCES BENCHMARKS	
HOR: <u>NTS</u> VER: <u>NTS</u>		FILE:		
DATE MAY DESIGN BY RL				
DRAWN BY RL CHKD. BY AZ	-	DATE	REVISIONS	BY
APPD. BY AZ				
	HOR: NTS VER: NTS  DATE MAY DESIGN BY RL DRAWN BY RL CHKD. BY AZ	HOR:NTS  VER:NTS  DATEMAY  DESIGN BYRL  DRAWN BYRL  CHKD. BYAZ	HOR:NTS	HOR: NTS VER: NTS  DATE MAY DESIGN BY RL DRAWN BY RL CHKD. BY AZ  FILE:  FILE:  FILE:  FILE:



PROPOSED CONCRETE CURB

HAGUE RD IMPROVEMENTS	REVISIONS:	SERVICE REQUEST#: XXXXXX	<sub>DATE:</sub> 6/11/24	SHEET: 1 OF 1	APPROVED BY:
LOCATION:	$\blacksquare$	ASSIGNED TO:	PREPARED BY:		
	<b>*</b>	SIGN SHOP	IVAN CHAN		
E HAGUE RD & RIM RD		MARKINGSHOP	REVIEWED BY:		COMPLETED BY:
		ОТНЕВ			

(DATE & SIGNATURE)







# EXHIBIT "B" Cost Estimato

Cost Estimate
Right-of-way and Landscape Improvements

## PROJECT BUDGET SUMMARY FORM

Project Name:	Hague Rd Improvements	Date:	ate: 7/2/2024		
Funding Source:	Neighborhood Association				
Project / Grant #:		District:		6	
Dept.					
Fund: Division / Program:					
Emoion / Frogram.	-				
PUBLIC ART					
n/a		n/a	\$	-	
ACQUISITION			•		
580090: Furniture and	inixtures, Equipment tion, including appraisals, surveys		<u>     \$                               </u>	<del>-</del>	
200000. Land Acquisit	appraisals, surveys		\$		
		Total Acquisition	on <u>\$</u>	-	
INTERNAL COSTS					
	e (bidding, postage, printing, contract comp.)		\$	-	
580260: Construction 580510: Project Engin	•		\$ \$	12,537.00	
			\$	-	
	To	otal Internal Cos	ts_\$	12,537.00	
OUTSIDE CONTRACTS					
580160: Contractual D	Design		\$	25,000.00	
580240: Materials Tes	ting		\$	2,737.30	
		1011 0 1	\$	-	
	lota	al Other Contrac	ts_\$	27,737.30	
CONSTRUCTION	Number of Months in Construc	ction <b>1</b>	_		
580270: Construction Co	osts REMOVING STAB BASE AND ASPH PAV	(2"-6")	\$	17,700.00	
580270: Construction Co	osts FL BS (CMP IN PLC)(TY A GR 3)(6")		\$	23,600.00	
	osts CONC CURB & GUTTER (TY II)		\$	32,500.00	
	osts CONCRETE SLAB		\$	34,030.00	
580270: Construction Co	osts D-GR-HMA TY-D PG64-22		\$	1,540.00	
	osts BARRICADES, SIGNS AND TRAFFIC HANDLI	NG	 \$	16,000.00	
580270 Construction Co	·	110	<del>Ψ</del>	18,805.70	
580270: Utilities			\$	-	
	Total C	Construction Cos	te \$	- 144,175.70	
	rotare	onstruction cos	Ψ	144,170.70	
	TOTAL PROJECTS CO	STS		\$184,450.00	
	Annual Tatal Businet Budget			\$404.450.00	
ტ დ	Approved Total Project Budget		<u>_</u>	\$184,450.00	
Ž J	CO'S / GO'S EPWU		\$	<u>-</u>	
A S	TXDOT		\$	-	
FUNDING	PARKS CDBG		\$ \$ \$ \$	<u> </u>	
	OTHER		\$	184,450.00	
	FUNDING VARIANCE			\$0.00	
	I SADING VARIANCE			φυ.υυ	
	Project Manager			Date	
	Engineering Division Manager			Date	



# El Paso, TX

300 N. Campbell El Paso, TX

### **Legislation Text**

File #: 24-1021, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote (915) 212-1092 Office of the Comptroller, Margarita M. Marin, (915) 212-1174

#### AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 6.6 - Ensure continued financial stability and accountability through sound financial management, budgeting and reporting.

#### **Award Summary:**

Discussion and action that the City Manager be authorized to sign Contract No. 2024-0412R Auditing Services and Grants for the Office of the Comptroller between the City of El Paso ("City") and Forvis Mazars, LLP for auditing services for Office of the Comptroller for a five (5) year term from the effective date to be exercised by the City Manager or designee, for an estimated total cost of \$1,738,550.00 for the term; and that service provider is to be paid based on the services performed.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$263,550.00 for the term, which represents a 17.87%, increase due to the current market conditions for professional services.

Department: Office of the Comptroller

Award to: Forvis Mazars, LLP

City & State: Dallas, TX

Item(s):
Initial Term:
Option Term:
Total Contract Time:
Annual Estimated Award:
Syears
447,710.00
Initial Term Estimated Award:
\$1,738,550.00

Option Term Estimated Award: NA

Total Estimated Award: \$1,738,550.00

Account(s): 210- 1000 - 13130 - 52100

Funding Source(s): General Fund

File #: 24-1021, Version: 1		
District(s):	All	

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and the Office of the Comptroller recommend award as indicated to Forvis Mazars, LLP the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

AGENDA DATE: July 30, 2024

PUBLIC HEARING DATE: NA

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Margarita M. Marin, Comptroller (915) 212-1174 K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

**STRATEGIC GOAL:** No. 6 – Set the Standard for Sound Governance & Fiscal Management

**SUBGOAL:** 6.6 – Ensure continued financial stability and accountability through sound

financial management, budgeting and reporting

#### SUBJECT:

Discussion and action on the award of Solicitation No. 2024-0412R Auditing Services- Grants to Forvis Mazars, LLP for a five- year contract for auditing services in conjunction with the City's annual audit for fiscal years 2024 through 2029, for an amount of \$1,738,550.00 for the term, for a total contract amount not to exceed \$1,738,550.00 is hereby approved; and

In addition, the City Manager or designee be authorized to sign an Agreement/Letter of Engagement for Professional Auditing Services ("Agreement) for the fiscal year ending August 31, 2024 and authorize the City Manager or designee to sign an Agreement for the subsequent four fiscal years subject to review by the City Attorney's Office, provided that there is no default and there are no material changes to the scope of work and compensation.

The Purchasing & Strategic Sourcing Department and the Office of the Comptroller recommend award as indicated to Forvis Mazars, LLP the highest ranked vendor.

#### **BACKGROUND / DISCUSSION:**

Forvis Mazars, LLP was one of four respondents to the City's Request for Qualifications ("RFQ") for auditing services for the fiscal year ending August 31, 2024 and includes additional fiscal years through August 31, 2029, for a total of five (5) years. A committee comprised of representatives from Office of the Comptroller and the City's Executive Staff ranked the firms prior to discussing price based on the RFQ process. Based on the evaluations of the proposals, the committee recommends Forvis Mazars, LLP to the Council.

#### **SELECTION SUMMARY:**

Solicitation was advertised on March 26, 2024 and April 2, 2024. The solicitation was posted on City website on March 21, 2024. There were a total eighteen (18) viewers online; four (4) proposals were received; none being local.

#### **CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$263,550.00 for the term, which represents a 17.87% increase due to current market conditions for professional auditing services.

#### **PROTEST**

No protest received for this requirement.

2024-0412R Auditing Services and Grants

Revised 1/23/2023-V3 - Previous Versions Obsolete

# 

**PRIOR COUNCIL ACTION:** 

# Project Form Request for Qualifications

Please place the following item on the Consent Agenda for the City Council Meeting of July 30, 2024.

Strategic Goal 6 - Set the Standard for Sound Governance & Fiscal Management

The linkage to the Strategic Plan is subsection: 6.6 – Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

#### **Award Summary:**

Discussion and action that the City Manager be authorized to sign Contract No. 2024-0412R Auditing Services and Grants for the Office of the Comptroller between the City of El Paso ("City") and Forvis Mazars, LLP for auditing services for Office of the Comptroller for a five (5) year term from the effective date to be exercised by the City Manager or designee, for an estimated total cost of \$1,738,550.00 for the term; and that service provider is to be paid based on the services performed.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$263,550.00 for the term, which represents a 17.87%, increase due to the current market conditions for professional services.

Department: Office of the Comptroller Award to: Forvis Mazars, LLP

City & State: Dallas, TX

Item(s):
Initial Term:
Option Term:
Total Contract Time:
Annual Estimated Award:
Initial Term Estimated Award:
S Years
4347,710.00
S 347,710.00
S 347,710.00
S 347,710.00

Option Term Estimated Award: NA

Total Estimated Award: \$1,738,550.00

Account(s): 210-1000-13130-52100

Funding Source(s): General Fund

District(s):

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and the Office of the Comptroller recommend award as indicated to Forvis Mazars, LLP the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

In accordance with options if needed	this	award,	the	City	Manage	r or	designee	is a	authorized	d to	exercise	future	

Committee Scoresheet					
CITY OF EL PASO RFQ SCORESHEET					
PROJECT: 2024-0412R Auditing Services- Grants					
Evaluation of Submittal					
Forvis, LLP Springfield, MO  Carr, Riggs & Ingram, LLC Enterprise, AL  Weaver & Tidewell, LLP Fort Worth, TX  Moss Adams, LLP Seattle, WA					
Factor A -General Overview of Firm and Services	20.00	17.75	17.75	17.50	18.00
Factor B - Experience in Professional Auditing Services	25.00	22.75	21.50	21.25	20.75
Factor C - Capacity and Capability of Firm's Resources	20.00	18.50	16.25	17.00	17.00
Factor D – Timeliness of Deliverables	10.00	9.50	8.50	8.00	7.75
Factor E – Number of hours dedicated to Engagement	10.00	9.75	8.00	8.00	8.00
Factor F – Comparable Contracts	10.00	9.00	9.50	10.00	0.00
Factor G – References	5.00	5.00	5.00	10.00	0.00
TOTAL SCORE	100	83.25	77.00	76.75	71.50
Rank		1	2	3	4



# CITY OF EL PASO REQUEST FOR QUALIFCATIONS TABULATION FORM



Bid Opening Date: May 1, 2024 Solicitation #: 2024-0412R

Project Name: Auditing Services - Grants Department: OTC

OFFEROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Carr, Riggs & Ingram, LLC	Enterprise, AL	YES
Forvis, LLP	Springfield, MO	YES
Moss Adams LLP	Seattle, WA	YES
Weaver and Tidwell LLP	Fort Worth, TX	YES
RFQs SOLICITED: 0 LOCAL RFQs SOLICITED	D: 0 RFQs RECEIVED: 4 LOCAL RFQs RECEIVED	): 0 NO BIDS: 0

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/ Date: 5/2/2024

### 2024-0412R Auditng Services - Grants

<u>No</u>	Participant Name	Response Date	Response Status	City	<u>State</u>
1	Paso-Tex Industries LLC	04/16/2024	No Bid	El Paso	TX
2	Baker Tilly US, LLP		Viewed	Plano	TX
3	BerryDunn (Berry, Dunn, McN	l <b>€</b>	Viewed	Portland	ME
4	Cabrillo Partners, LLP		Viewed	San Diego	CA
5	Carr, Riggs & Ingram LLC		Unsubmitted	Albuquerque	NM
6	CohnReznick LLP		Viewed	Bethesda	MD
7	ConstructConnect		Viewed	Cincinnati	OH
8	Employbridge		Viewed	Duluth	GA
9	Enigma Advisory		Viewed	Pflugerville	TX
10	FORVIS, LLP		Viewed	Dallas	TX
11	Hankins Eastup		Viewed	Denton	TX
12	In.Tune & Associates Inc.		Viewed	El Paso	TX
13	Macias Gini & O'Connell LLP		Viewed	Sacramento	CA
14	Pattillo, Brown & Hill, L.L.P.		Viewed	Waco	TX
15	Pwxpress		Viewed	Jacksonville	FL
16	Tidal Basin Government Cons	SI .	Viewed	Utica	NY
17	Vander Weele Group		Viewed	Bannockburn	IL
18	Ximalli Security Solutions		Viewed	El Paso	TX

## **RESOLUTION**

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

That the City Manager be authorized to sign Contract No. 2024-0412R Auditing Services - Grants for the Office of the Comptroller between the City of El Paso ("City") and Forvis Mazars, LLP for auditing services for the City of El Paso for a five (5) year term from the effective date, for an estimated, aggregated total cost of \$1,738,550; and that service provider is to be paid based on the services performed.

APPROVED this day of	2024.
	CITY OF EL PASO:
	Cary Westin Interim City Manager
Linda D. Prine City Clerk	
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:
Juan S. Gonzalez Senior Assistant City Attorney	K. Nicole Cote, Managing Director Purchasing & Strategic Sourcing Department
	Margarita M. Marin, Comptroller Office of the Comptroller

STATE OF TEXAS	)	AGREEMENT FOR AUDITING SERVICES
	)	FOR THE OFFICE OF THE COMPTROLLER WITH
	)	FORVIS MAZARS, LLP.
COUNTY OF EL PASO	)	

This Agreement for Auditing Services for the City of El Paso Office of the Comptroller (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024 ("*Effective Date*"), by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the "City") and FORVIS MAZARS, LLP, a Delaware limited liability partnership, (the "Service Provider").

WHEREAS, pursuant to the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the State of Texas Uniform Grant Management Standards issued by the Texas Comptroller of Public Accounts, the City shall engage the service of an expert in auditing services to make available a single audit program to the Comptroller's personnel covered by the conformity with Generally Accepted Auditing Standards in the United States of America (GAAS) and Governmental Accounting Standards Board (GASB) Standards; and

**WHEREAS,** the City solicited proposals for the services of auditing services for the City's Office of the Comptroller Department through a request for qualifications ("**RFQ**") No. 2024-0412R Auditing Services - Grants; and

**WHEREAS,** the Service Provider possesses the qualifications, certifications, credentials, experience, and expertise to perform said auditing services for the City; and

WHEREAS, the City desires to engage the Service Provider to provide auditing services for the Office of the Comptroller Department personnel according to the specification of the RFQ and the Generally Accepted Auditing Standards in the United States of America (GAAS) and GASB Standards.

**IN CONSIDERATION** of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION I. TERM.** The effective date of this Agreement is as stated above and will remain in effect thereafter for sixty (60) months from the effective date.

**SECTION II. OTHER DOCUMENTS; CONFLICT.** The following documents comprise this Agreement:

- A. City's Request for Qualifications No. 2024-0412R ("*RFQ*").
- B. Service Provider's Proposal and Proposal Cost ("*Proposal*").

- C. This Supplemental Agreement including all exhibits attached and incorporated to this Agreement.
- D. Service Provider's annual Engagement Letter.

The Engagement Letter(s), RFQ, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the RFQ, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the Engagement Letters(s), RFQ, and Proposal, and the terms and conditions of the RFQ shall control where they conflict with the Proposal.

**SECTION III. SCOPE OF SERVICES.** The Service Provider hereby agrees to perform the requested auditing services in accordance with the specifications of the City's RFQ, (attached and incorporated hereto as *Exhibit A*), the Proposal submitted by the Service Provider in response to the RFQ (attached and incorporated hereto as *Exhibit B*), and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the State of Texas Uniform Grant Management Standards issued by the Texas Comptroller of Public Accounts (attached and incorporated hereto as *Exhibit C*) pursuant to the terms and conditions set forth in the Contract Clauses of such RFQ and this Agreement. The scope of services identified within the RFQ and Proposal and clarified by this Agreement shall be referred to collectively as the "Services." All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.

The Service Provider will devise, implement, and perform single audit services and reporting and Provide technical support to the City related to the implementation of new GASB standards or grant requirements to include training before implementing a new standard or grant requirement and direct access to expert opinions and guidance during the implementation. To meet the requirements of this request for qualifications, the audit shall be performed in accordance with generally accepted governmental auditing standards. The City intends to send the Comprehensive Annual Financial Report to the Government Finance Officers Association ("GFOA") to qualify for the Certificate of Achievement for Excellence in Financial Reporting no later than 180 days following the end of the fiscal year end. The CPA Firm shall review the comments from the previous year's submission to ensure the responses and corrective action are appropriate and provide comments to the City prior to issuing the audit opinion.

The scope of work outlines the requirements of the City for auditing services and reporting that is to be performed. The City will give notice in writing to the Service Provider of the changes of scope. The Service Provider and the City shall first agree in writing to the amendments to the scope of services before the amendment becomes part of this Agreement.

**SECTION IV. NON-EXCLUSIVE AGREEMENT.** This Agreement is non-exclusive. The City shall be entitled to enter into stress management service agreements with other properly selected individuals or businesses that qualify to provide stress management services.

**SECTION V. PRE-REQUISITE TO AGREEMENT.** The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement.

**SECTION VI. REPRESENTATIONS OF THE SERVICE PROVIDER.** In addition to the prerequisite qualifications required prior to entering into this Agreement, the Service Provider also agrees to comply with the following requirements:

- **A.** It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- В. The Service Provider, including each individual employed by the Service Provider and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized and licensed to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all required professional licenses during the term of this Agreement. If the Service Provider receives notice from a licensing authority of a suspension or revocation of a license of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or fails to remove any employee who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.
- C. The City shall be informed of any changes to the Service Provider's personnel so that the City Manager may approve the qualifications of the different or additional Service Provider's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.
- **D.** The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

**SECTION VII. INDEPENDENT SERVICE PROVIDER.** Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his

employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

**SECTION VIII. COMPENSATION AND INVOICES.** The City shall pay the Service Provider for each session of services at the rates set forth in the *Proposal Cost* attached hereto as *Exhibit D*. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained in writing prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the Office of the Comptroller Department for each month in which auditing services are performed according to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall specify the number of sessions conducted by the type of services as provided in Section A of the RFQ. Invoices shall be delivered to the Comptroller.

#### SECTION IX. CONFIDENTIALITY OF RECORDS

The Service provider recognizes that it will receive health information as a result of this Agreement. Health information is defined as information provided and or made available by the City to the Service Provider and has the definition in 45C.F.R. 160.102. The Service Provider shall comply with 45 C.F.R. §164.502(e) and §164.504(e) governing protected health information and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. The Service Provider shall enter into the Business Associate Agreement with the City attached as *Exhibit E*. The Business Associate Agreement in Exhibit E shall govern the use and disclosure of the health information. Upon termination of this Agreement the Service Provider shall have the obligations with respect to the protected health information received from the City found in Section B.3 of Exhibit E.

SECTION X. INSPECTIONS AND AUDITS. The City reserves the right to inspect and audit the Service Provider's records. The Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with services of this Agreement. The Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. The Service Provider shall be required to keep such books and records available for such purposes for at least five (5) years after the performance under this

Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

**SECTION XI. REPORTS.** The Service Provider shall provide written reports ("Utilization Reports") to the Office of the Comptroller for the services rendered pursuant to this Agreement. The Utilization Report shall provide an analysis of the progress of the program and recommendations. Oral reports detailing the progress of the results of the financial and grants audits to the Finance Oversight and Audit Committee (FOAC), recommendations or suggestions from the FOAC shall be incorporated into the on-site presentation to the City Council. The presentation to City Council is generally scheduled within 4 weeks of the presentation to the FOAC. The presentations shall include professionally prepared reports. Reports for audits will be provided as outlined within the Scope of Work for this contract.

**SECTION XII. INSURANCE REQUIREMENTS.** With no intent to limit the Service Provider's liability or the indemnification provisions set forth hereinafter, the Service Provider shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

#### A. INSURANCES

- **1. Worker's Compensation.** A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.
- 2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Service Provider and the Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Service Provider or by anyone directly employed by the Service Provider. The minimum limits of liability and coverage shall be as follows:
- a) Commercial General Liability
  Personal Injury or Death
  \$1,000,000 for each person
  \$1,000,000 in the aggregate

**Property Damage** \$1,000,000 for each occurrence \$1,000,000 in the aggregate

- b) Vehicle Liability
  Combined Single Limit
  \$1,000,000 per accident
- **B. ERRORS AND OMISSIONS LIABILITY INSURANCE.** The Service Provider shall procure and maintain, at the Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.
- **C. FORM OF POLICIES.** The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.
- **D. ISSUERS OF POLICIES.** The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.
- **E. INSURED PARTIES**. Each policy, except those for Workers' Compensation, Errors and Omissions, and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.
- F. MATERIAL CHANGE IN POLICY(IES). Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.
- **H. CANCELLATION.** The Service Provider shall give written notice to the City's Purchasing Manager within fifteen (15) days of the date upon which total claims by any party against the Service Provider reduce the aggregate amount of coverage below the amounts required by this Agreement.
- I. **DELIVERY OF POLICIES.** The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Service Provider with the City's Purchasing Manager prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso Purchasing & Strategic Sourcing Department Attn: Managing Director 300 N. Campbell El Paso, TX 79901 Notwithstanding the termination notice provisions in this Agreement, the failure of the Service Provider to provide the City's Purchasing Manager with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Service Provider entitling the City, upon three (3) days written notice to the Service Provider to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Service Provider, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Service Provider to comply with this requirement shall constitute a default of the Service Provider allowing the City, at its option, to terminate this Agreement as referenced above.

**SECTION XIII. TERMINATION OF AGREEMENT.** In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

**A. TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Service Provider shall cease all services under this Agreement. Upon such termination, the Service Provider shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

**B. TERMINATION FOR DEFAULT:** It is further understood and agreed by the Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party, or as Service Provider determines its professional standards require. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Service Provider pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined.

SECTION XIV. INDEMNIFICATION. Service Provider or its insurer will INDEMNIFY, AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL THIRD- PARTY CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO THE EXTENT CAUSED BY SERVICE PROVIDER'S NEGLIGENT OR WILLFUL ACT OR OMISSION WHICH RESULT FROM SERVICES PERFORMED BY SERVICE PROVIDER PURSUANT TO THIS AGREEMENT. The City will not be responsible for any loss of or damage to the Service Provider's property from any cause.

# SECTION XV. GENERAL PROVISIONS.

- **A. TIME IS OF THE ESSENCE.** The Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.
- **B.** SUCCESSOR AND ASSIGNS. The Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Service Provider if the Service Provider shall attempt to assign without prior written consent.
- C. VENUE. For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.
- **D. LEGAL CONSTRUCTION.** Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or her designee.
- **E. COMPLIANCE WITH LAW.** The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.
- **F. NOTICE.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY: City of El Paso

Attn: City Manager P.O. Box 1890

El Paso, Texas 79950-1890

With Copy to: Office of the Comptroller

Attn: Comptroller 300 N Campbell El Paso, Texas 79901

SERVICE PROVIDER: FORVIS, LLP

Attn: Rachel Ormsby

14241 Dallas Parkway, suite 1100

International Plaza 3 Dallas, TX 75254

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

- **G. FORCE MAJEURE.** The Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.
- **H. COMPLETE AGREEMENT.** This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

(Signatures Begin on Following Page)

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

	CITY OF EL PASO:
	Cary Westin Interim City Manager
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Juan S. Gonzalez Senior Assistant City Attorney	K. Nicole Cote, Managing Director Purchasing & Strategic Sourcing Department
	APPROVED AS TO CONTENT:  Margarita M. Marin, Comptroller Office of the Comptroller
ACKNOV	VLEDGEMENT
THE STATE OF TEXAS §  \$ COUNTY OF EL PASO §	
This instrument was acknowledged be	efore me on this day of, 2024,
by Cary Westin, as Interim City Manager	of the City of El Paso, Texas.
My commission expires:	Notary Public, State of Texas
(Signatures Cont	tinue on Following Page)

	CEDVICE PROVIDED
	<b>SERVICE PROVIDER</b> FORVIS MAZARS, LLP, a Delaware limited liability partnership
	By: Rachel Ormsby Printed Name: Rachel Ormsby
	Title: Partner
ACKNOWLED	GEMENT

THE STATE OF TEXAS \$

COUNTY OF \_\_\_\_\_ \$

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_ (title) of FORVIS MAZARS, LLP, a Delaware limited liability partnership.

Notary Public, State of Texas

My commission expires:

#### **EXHIBIT A**

# RFQ NO. 2024-0412R

## **Auditing Services- Grants**

#### A. SCOPE OF WORK:

#### I- SCOPE OF SERVICES

The City of El Paso is seeking a CPA Firm to audit the financial statements and express an opinion on the fair presentation of its basic financial statements in conformity with Auditing Standards Generally Accepted in the United States of America (GAAS) and GASB Standards. The auditor is required to perform a Single Audit of its grants in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the State of Texas Uniform Grant Management Standards issued by the Texas Comptroller of Public Accounts.

#### The CPA Firm shall also:

- Provide technical support to the City related to the implementation of new GASB standards or grant requirements to include training before implementing a new standard or grant requirement and direct access to expert opinions and guidance during the implementation.
- Provide guidance on accounting and grant reporting matters not related to new implementations.
- 75% of the audit team must have 3 years or more experience auditing municipalities or governmental entities.
- Provide an audit plan no later than July 5 prior to the close of the fiscal year to be audited.
- Conduct and complete interim work by August 31 of the closing year.
- Provide the audit opinion no later than February 20th of each year being audited or 170 days after the year end.
- Produce the bound copies of the ACFR and SEFA/SESA reports utilizing the content delivered by City staff no later than 180 days after the year end. (minimum 20 copies)
- Upload the SEFA/SESA report to the Federal Audit Clearinghouse (FAC) no later than 170 days after the year end being audited.

- Submit all Agreed Upon Procedures and Compliance Audit to the City no later than 170 days after the close of the year.
- Spend no less than one month on site.
- Review bond documentation such Official Statements before any bond issuance as requested by the City.

# A. Auditing Standards To Be Followed:

To meet the requirements of this request for qualifications, the audit shall be performed in accordance with generally accepted governmental auditing standards. The City intends to send the Comprehensive Annual Financial Report to the Government Finance Officers Association ("GFOA") to qualify for the Certificate of Achievement for Excellence in Financial Reporting no later than 180 days following the end of the fiscal year end. The CPA Firm shall review the comments from the previous year's submission to ensure the responses and corrective action are appropriate and provide comments to the City prior to issuing the audit opinion.

# **B.** Reports To Be Issued:

The CPA Firm shall issue the ACFR, SEFA/SESA, and all other reports including the reports for the Agreed-Upon Procedures (AUP) and compliance audit, no later than 170 days following the close of the fiscal year.

### **On-site Presentations**

The CPA Firm shall be onsite to present the results of the financial and grants audits to the Finance Oversight and Audit Committee (FOAC). Recommendations or suggestions from the FOAC shall be incorporated into the on-site presentation to the City Council. The presentation to City Council is generally scheduled within 4 weeks of the presentation to the FOAC. The presentations shall include professionally prepared reports.

# **Special Considerations**

Irregularities and Illegal Acts

The CPA Firm shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Chief Financial Officer

Comptroller

Internal Auditor

City Attorney

City Manager

# Debt Issues

The City of EI Paso currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general-purpose financial statements and the auditor's report thereon. The CPA Firm shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

# Working Paper Access

A copy of any or all working papers will be provided to the City of El Paso - Office of the Comptroller upon request. Any requests from outside parties will be routed through the Office of the Comptroller and working papers may not be disclosed unless so approved by the Comptroller.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review work papers relating to matters of continuing accounting significance.

# II ADDITIONAL REQUIREMENTS

In addition to the previous information described, the selected CPA Firm shall consider the following, based on their assessment, to further satisfy the needs of the OTC. In general, the CPA Firm shall submit to the City a brief description of the CPA firm, how it is organized, and how its resources will be utilized on behalf of the City. Additionally, the overview should include how the CPA Firm will approach the services that the firm may provide as the CPA Firm of the City.

The overview should also include, but not be limited to:

- Relevant experience of the firm and the individuals assigned to the engagement; Identification of the individual in charge of day-to-day management and the percentage of time committed for each individual on the engagement;
- The CPA's overall audit approach to the engagement, including the use of any outside entities upon whose work will be relied upon to complete the engagement;
- The percentage, if any, of the use of any outside entities upon whose work will be relied upon to complete the engagement;
- The availability of sources of information to assist the City in determining specific accounting and reporting issues that may arise during the engagement;
- The level and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence;

- Disclosure of any issues that could present a real or perceived conflict of interest, as well as any pending investigation of the CPA Firm or enforcement or disciplinary actions taken within the past three years by-the any regulatory bodies; and
- Include a copy of the CPA Firm's most recent Peer Review.

All interested respondents must demonstrate the proven ability to provide a comprehensive description of the proposed establishment's capabilities and strategies for conducting requested audit Agreed-Upon Procedures. The City of El Paso intends to enter into a formal agreement with a firm that proves to be the most qualified and has adequate experience in this type of service. The City of El Paso reserves the right to accept or reject any and all qualifications if it is in the best interest of the City.

The objectives as noted in the agreed upon procedures section are requested by the City of El Paso and shall be agreed upon and included in the proposals. These objectives, methods and logistics shall be reviewed by the Comptroller.

# C. Working Paper Access

## a. Request for Assistance

As requested by the Office of the Comptroller, the CPA Firm will provide assistance and information as necessary during the preparation of the audit of a fiscal year and during the course of the subsequent fiscal year as audit or accounting issues arise. In addition, the CPA Firm may be requested to respond to queries from outside agencies, such as granting agencies, and such requests may be responses in written form. Such assistance shall be provided to the City and should be taken into consideration at the time of price negotiation.

#### b. Audit Schedule

The Comptroller shall determine the audit schedule with assistance from the CPA Firm; however, a proposed audit schedule is provided in Attachment C for initial review in order to determine the CPA's firm resource capability. Deadlines shall be mutually agreed upon in order to deliver the auditor's reports on the financial statements, grants audit, AUP's and compliance audit no later than required as specified:

- $\bullet$  Provide an audit plan no later than July  $5^{th}$  prior to the close of the fiscal year to be audited.
- Conduct and complete interim work by August 31 of the closing year.
- Provide the audit opinion no later than February 20th of each year being audited or 170 days after the year end.

- Produce the bound copies of the ACFR and SEFA/SESA reports utilizing the content delivered by City staff no later than 180 days after the year end. (minimum 20 copies)
- Upload the SEFA/SESA report to the Federal Audit Clearinghouse (FAC) no later than 170 days after the year end being audited.
- Submit all Agreed Upon Procedures and Compliance Audit to the City no later than 170 days after the close of the year.

#### II-B SERVICES OVERVIEW

State in succinct terms the firm's understanding of the services to be provided and the approach as presented in this document.

### II-C PROPOSED AUDIT PLAN

Include a brief narrative description of the firm's organization and how the organization anticipates best being able to meet the specifications outlined herein in terms of methodology and solutions in performing the services described. The work plan should address the Additional Requirements requested in Part II.

#### II-D FEE SCHEDULES

Submittal must include a proposed fee schedule for providing the services outlined in the RFQ. For each year of professional services, the fee schedule shall include the annual cost of each component separately – the cost of the financial audit, cost of the grants audit, and cost of each AUP or compliance audit.

### **II-E OTHER DELIVERABLES**

Provide a high quality, written document to illustrate a presentation to City Council or other governing body that the CPA Firm has prepared and presented.

Listing of no less than three (3) references of other engagements for which the CPA firm has performed similar auditing services for municipalities of comparable size and complexity. Final proposal shall consist of five bound original copies for the review committee.

# II-F CPA FIRM'S EXPERIENCE, PAST PERFORMANCE, FINANCIAL CAPABILITY AND LITIGATIONS

In addition to the information requested in Part I - E, describe any other experiences related to the work described in this RFQ. Describe any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered in which the CPA Firm any of its employees or subcontractors or sub-consultants is or has been involved within the last three years.

# **EXHIBIT B**

# FORVIS, LLP PROPOSAL

(See Solicitation)

# **EXHIBIT C**

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

and

State of Texas Uniform Grant Management Standards issued by the Texas Comptroller of Public Accounts

# **EXHIBIT D**

**Proposal Cost (See attached Negotiation Letter)** 



# Purchasing & Strategic Sourcing

**MAYOR** 

Oscar Leeser

June 14, 2024

RE: Negotiation Letter – 2024-0412R Auditing Services- Grants Page 2 of 3

#### **CITY COUNCIL**

**District 1**Brian Kennedy

**District 2**Dr. Josh Acevedo

**District 3**Cassandra Hernandez

**District 4**Joe Molinar

**District 5** Isabel Salcido

District 6 Art Fierro

**District 7** Henry Rivera

District 8
Chris Canales

INTERIM CITY MANAGER Cary Westin

## PROPOSAL COST

A. To meet the requirements of this request for qualifications, the audit shall be performed in accordance with generally accepted governmental auditing standards. The City intends to send the Comprehensive Annual Financial Report to the Government Finance Officers Association ("GFOA") to qualify for the Certificate of Achievement for Excellence in Financial Reporting no later than 180 days following the end of the fiscal year end. The CPA Firm shall review the comments from the previous year's submission to ensure the responses and corrective action are appropriate and provide comments to the City prior to issuing the audit opinion.

ITEM#	For the Year Ending August 31	2024	2025	2026	2027	2028
1.	Financial Statement Audit	\$	\$	\$	\$	\$
	in Accordance with Government Auditing Standards	247,500	259,875	272,500	286,125	300,000
2.	Compliance Audit in	\$	\$	\$	\$	\$
	Accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance) and the TxGMS	50,000	52,500	55,125	57,850	60,750
3.	Various Agreed-Upon Procedures:					
3a.	Police Chapter 59 Asset Forfeiture Report	\$ 5,000	\$ 5,250	\$ 5,500	\$ 5,775	\$ 6,000
3b.	Sun Metro – National Transit Database	\$ 5,000	\$ 5,250	\$ 5,500	\$ 5,775	\$ 6,000
3c.	Public Facility Charge (PFC) Report	\$ 5,000	\$ 5,250	\$ 5,500	\$ 5,775	\$ 6,000

# K. Nicole Cote – Managing Director

Purchasing & Strategic Sourcing | 300 N. Campbell | El Paso, TX 79901 (915) 212-0043 | CoteKN@elpasotexas.gov





# Purchasing & Strategic Sourcing

**MAYOR** 

Oscar Leeser

June 14, 2024

RE: Negotiation Letter – 2024-0412R Auditing Services- Grants

Page 3 of 3

#### **CITY COUNCIL**

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**District 7** Henry Rivera

District 8
Chris Canales

INTERIM CITY MANAGER Cary Westin

ITEM #	For the Year Ending August 31	2024	2025	2026	2027	2028
3d.	Texas Commission on Environmental Quality Control (TCEQ) Report	\$ 2,500	\$ 2,625	\$ 2,750	\$ 2,875	\$ 3,000

#### B. Totals

Total All- Inclusive Fee Per Year	2024	202	25	2026	2027	2028
	\$ 315,000	\$ 33	30,750	\$ 346,875	\$ 364,175	\$ 381,750
Total for ALL Y	EARS	\$ 1,738	3,550			

K. Nicole Cote – Managing Director

Purchasing & Strategic Sourcing | 300 N. Campbell | El Paso, TX 79901 (915) 212-0043 | CoteKN@elpasotexas.gov



# **EXHIBIT E**

# **BUSINESS ASSOCIATE AGREEMENT**

STATE OF TEXAS	)	
	) HIPAA	BUSINESS ASSOCIATE AGREEMENT
COUNTY OF EL PASO	)	
THIS AGREEMEN	NT is entered into on	, 2024 by and between the CITY
OF EL PASO, TEXAS ("CI	TY"), as the Covered Ent	ity, and FORVIS MAZARS, LLP, a Delaware
limited liability partnership	("BUSINESS ASSOCIA	ATE") by and through their duly authorized
officials, in order to comply	y with 45 C.F.R. §164.5	02(e) and §164.504(e), governing protected
health information ("PHI")	and business associates	under the Health Insurance Portability and
Accountability Act of 1996	5 (P.L. 104-191), 42 U.S	S.C. Section 1320d, et. seq., and regulations
promulgated thereunder, a	is amended from time	to time (statute and regulations hereafter
collectively referred to as "	HIPAA"). Covered Entir	ty and Business Associate may be referred to
herein individually as a "Pa	rty" or collectively as the	e "Parties".

# **RECITALS**

**WHEREAS,** CITY has engaged BUSINESS ASSOCIATE to provide Auditing Services - Grants through Contract No. 2024-0412R;

**WHEREAS**, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

**NOW THEREFORE, CITY** and BUSINESS ASSOCIATE agree as follows:

# A. HIPAA Terms

- 1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
  - a. **Agreement** shall refer to this document.
  - b. **Business Associate** means Forvis Mazars, LLP.

- c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.
- d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 164.501.
- e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.102.
- f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.
- g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.
- 2. Limits on Use and Disclosure Established by Terms of Agreement. BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
- 3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
- 4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

- 5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
  - a. The disclosure is required by law; or
  - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
- 6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

#### 7. BUSINESS ASSOCIATE OBLIGATIONS:

- a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
- **b.** Appropriate Safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
- c. Reports of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to CITY within two (2) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
- d. Subcontractors and Agents. BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

- (i) 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2). In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- **Right of Access to Information.** BUSINESS ASSOCIATE hereby e. agrees to cooperate with Covered Entity to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall notify Covered Entity of the requested to provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. Correction of Health Information by Individuals. BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- **g.** Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

- i. Access to Books and Records. BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).
- **j. Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- **k. Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- **I.** Sanction Procedures. BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- **m. Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. Prohibition against the Sale of Protected Health Information. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- **p. State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas

Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

- 8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
- 9. **Modifications**. The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
- 10. **Automatic Amendment**. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

#### **B.** Term and Termination

- 1. **Term.** The Term of this Agreement shall be effective as of the date of Contract No. 2024-0412R, and shall terminate on the same date Contract No. 2024-0412R or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
- 2. **Termination for Cause**. Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
  - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
  - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
  - c. Notify the Secretary of HHS if termination is not possible.
- 3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINES ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:

- a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration, comply with its professional standards, or to carry out its legal responsibilities;
- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.
- C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:
  - 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
  - 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
  - 3. Terminate this Agreement immediately.
  - 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY.

Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to seek an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all third-party claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent or willful acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

#### D. Miscellaneous

- 1. <u>Regulatory References</u>. A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
- 2. <u>Amendment</u>. CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
- 3. <u>Interpretation</u>. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
- 4. <u>Notices.</u> Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso

Attn: City Manager P. O. Box 1890

El Paso, Texas 79950-1890

COPY TO: City of El Paso

Attn: Office of the Comptroller

300 N. Campbell Street El Paso, Texas 79901

BUSINESS ASSOCIATE: FORVIS MAZARS, LLP

Attn: Rachel Ormsby

14241 Dallas Parkway, suite 1100

International Plaza 3 Dallas, TX 75254

- 5. Non-Waiver. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 6. <u>Headings</u>. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 7. <u>Governing Law, Jurisdiction</u>. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
- 8. <u>Compliance with Laws.</u> BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 9. <u>Severability</u>. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other

- provision; the remaining provisions will be deemed to continue in full force and effect.
- 10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
- 11. Entire Agreement; Counterparts. This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS ) COUNTY OF EL PASO )	HIPAA BUSINESS ASSOCIATE AGREEMENT
IN WITNESS WHEREOF, the the day of, 2	e parties hereto have duly executed this Agreement as of 2024.
	CITY OF EL PASO:
	Cary Westin Interim City Manager
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Juan S. Gonzalez Senior Assistant City Attorney	K. Nicole Cote, Managing Director Purchasing & Strategic Sourcing Department
	Margarita M. Marin, Comptroller Office of the Comptroller
	SERVICE PROVIDER FORVIS MAZARS, LLP, a Delaware limited liability partnership
	By: Rachel Ormsby Printed Name: Rachel Ormsby Title: Partner



# 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. A person making a contribution, including the contributor's spouse. "Contributor" "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	
Business Name	
Agenda Item Type	
Relevant Department	

**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	110/128/28	
District 1		
District 2		S
District 3	148	\$101
District 4	1 300000	
District 5		
District 6	A PY	
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: Date:	
------------------	--



# El Paso, TX

300 N. Campbell El Paso, TX

# Legislation Text

File #: 24-1003, Version: 3

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

# **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092 Internal Audit, Edmundo S. Calderon, (915) 212-1365

#### AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 6.8 Support transparent and inclusive government.

## **Award Summary:**

Discussion and action that the City Manager be authorized to sign Contract No. 2024-0244R Cybersecurity Audits for the Internal Audit Department between the City of El Paso ("City") and Global Solutions Group, Inc., for cybersecurity audit services for the Internal Audit Department for an initial three year term in an estimated total cost of \$600,000; and two, one-year options in an estimated total cost of \$400,000; for a total of five years, in an aggregated, estimated amount of \$1,000,000; and that service provider is to be paid based on the services performed.

#### **Contract Variance:**

Not applicable, this is a new contract.

Department: Internal Audit

Award to: Global Solutions Group, Inc.

City & State: Oak Park, MI

Item(s): ΑII Initial Term: 3 Years 2 - 1 Year Option Term: Total Contract Time: 5 Years Annual Estimated Award: \$200,000.00 Initial Term Estimated Award: \$600,000.00 **Option Term Estimated Award:** \$400,000.00 Total Estimated Award: \$1,000,000,00

Account(s): 116 - 1000 - 522150 - 12030

Funding Source: General Fund

District(s):

# File #: 24-1003, Version: 3

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and Internal Audit Department recommend award as indicated to Global Solutions Group, Inc., the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

AGENDA DATE: July 30, 2024
PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Edmundo S. Calderon, Chief Internal Auditor (915) 212-1365

K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

**STRATEGIC GOAL:** No. 6 - Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** 6.8 - Support transparent and inclusive government

## SUBJECT:

Discussion and action that the City Manager be authorized to sign Contract No. 2024-0244R Cybersecurity Audits for the Internal Audit Department between the City of El Paso ("City") and Global Solutions Group, Inc., for cybersecurity audit services for the Internal Audit Department for an initial three year term in an estimated total cost of \$600,000; and two, one-year options in an estimated total cost of \$400,000; for a total of five years, in an aggregated, estimated amount of \$1,000,000; and that service provider is to be paid based on the services performed.

## **BACKGROUND / DISCUSSION:**

This contract will allow Internal Audit to conduct Information Technology (IT)/Cybersecurity audits of the City's information systems, applications and networks. The selected firm will be required to include members of the City's Internal Audit staff in their work so as to enhance the City's Internal Audit Department's IT auditing capabilities.

## **SELECTION SUMMARY:**

Solicitation was advertised on December 19, 2023 and December 26, 2023. The solicitation was posted on City website on December 19, 2023. There were a total of thirty-one (31) viewers online; thirteen (13) proposals were received; two (2) from local suppliers.

#### **CONTRACT VARIANCE:**

Not applicable, this is a new contract.

#### **PROTEST**

No protest received for this requirement.

# PRIOR COUNCIL ACTION:

Not applicable.

## **AMOUNT AND SOURCE OF FUNDING:**

Amount: \$600,000.00

Funding Source: General Fund

Account: 522150 - 116 - 1000 - 12030

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing					
*****	*******REQUIRED AUTHORIZATION***********				
DEPARTMENT HEAD:	Edmundo S. Calderon				

Edmundo S. Calderon, Chief Internal Auditor

**PRIMARY DEPARTMENT: Police** 

# Project Form Request for Qualifications

Please place the following item on the Regular Agenda for the City Council of July 30, 2024.

Strategic Goal 6 - Set the Standard for Sound Governance and Fiscal Management

The linkage to the Strategic Plan is subsection: 6.8 Support transparent and inclusive government

#### Award Summary:

Discussion and action that the City Manager be authorized to sign Contract No. 2024-0244R Cybersecurity Audits for the Internal Audit Department between the City of El Paso ("City") and Global Solutions Group, Inc., for cybersecurity audit services for the Internal Audit Department for an initial three year term in an estimated total cost of \$600,000; and two, one-year options in an estimated total cost of \$400,000; for a total of five years, in an aggregated, estimated amount of \$1,000,000; and that service provider is to be paid based on the services performed.

#### **Contract Variance:**

Not applicable, this is a new contract.

Department: Internal Audit

Award to: Global Solutions Group, Inc.

City & State: Oak Park, MI

Item(s):AllInitial Term:3 YearsOption Term:2 - 1 YearTotal Contract Time:5 YearsAnnual Estimated Award:\$200,000.00Initial Term Estimated Award:\$600,000.00Option Term Estimated Award:\$400,000.00Total Estimated Award\$1,000,000.00

Account(s) 116 - 1000 - 522150 - 12030

Funding Source(s): General Fund

District(s):

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and Internal Audit recommend award as indicated to Global Solutions Group, Inc., the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

Committee Screnshard														
	CITY OF EL PASO RFQ SCORESHEET													
PROJECT: 2024-0244R Cybersecurity Audits	PROJECT: 2024/024AR Unbersezirity Aufilis													
						Evaluation	of Submittal							
	Global Solutions Group, Inc.  RSM US LLP  Associates, Inc.  ASSOCIATE, Inc.  Associates, Inc.  Associates, Inc.  Associates, Inc.  Associates, Inc.  True North Consulting Group, LLC  Weaver and Tidwell LLP dba Waever  Defense Network Security  Consultants, LLC  Co			Moss Adams LLP	Evalv IQ, LLC dba Evalv IQ	Carlos Gonzalez-Rivera dba UebelKorp Industries LLC	CenturyLink Communications, LLC d/b/a Lumen Technologies Group							
	MAX POINTS	Oak Park, MI	Davenport, IA	Stamford, CT	Hewitt, TX	Fort Worth, TX	El Paso, TX	Chattanooga, TN	San Francisco, CA	Albuquerque, NM	Seattle, WA	New Orleans, LA	El Paso, TX	Monroe, LA
Factor A - Experience - Comparable Contracts														
	35	32.00	25.00	29.67	13.33	18.00	14.00	18.00	12.33	13.67	0.00	7.00	0.00	0.00
Factor B - References														
	25	18.20	20.00	15.00	10.00	5.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00
Factor C - Experience and Qualifications of Firm's Staff Members														
	20	19.67	18.33	16.33	20.00	17.67	18.00	15.00	16.00	8.33	18.67	8.33	10.67	11.00
Factor D - Approach to and Timeline of Audit Services	ctor D - Approach to and Timeline of Audit Services													
	20	19.67	17.33	15.00	17.67	19.33	16.33	15.00	18.00	15.00	18.33	16.67	13.33	6.67
TOTAL SCORE	100	89.53	80.67	76.00	61.00	60.00	58.33	58.00	46.33	37.00	37.00	32.00	24.00	17.67
Rank		1	2	3	4	5	6	7	8	9	10	11	12.00	13



# CITY OF EL PASO REQUEST FOR QUALIFICATIONS TABULATION FORM



Bid Opening Date: January 24, 2024 Solicitation #: 2024-0244R

Project Name: Cybersecurity Audits

Department: Internal Audit

OFFEROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:	
Carter Security, LLC	Albuquerque, NM	YES	
Defensive Network Security Consultants, LLC	El Paso, TX	YES	
Evalv IQ, LLC dba Evalv IQ	New Orleans, LA	YES	
Global Solutions Group, Inc.	Oak Park, MI	YES	
JANUS Software, Inc. dba JANUS Associates, Inc.	Stamford, CT	YES	
CenturyLink Communications, LLC d/b/a Lumen Technologies Group	Monroe, LA	YES	
Moss Adams LLP	Seattle, WA	YES	
RSM US LLP	Davenport, IA	YES	
TAC Security Inc.	San Francisco, CA	YES	
The Ionado Group, Inc. dba The Ionado Group	Chattanooga, TN	YES	
True North Consulting Group, LLC	Hewitt, TX	YES	
Carlos Gonzalez-Rivera dba UebelKorp Industries LLC	El Paso, TX	YES	
Weaver and Tidwell LLP dba Weaver	Fort Worth, TX	YES	
RFQs SOLICITED: 587 LOCAL RFQs SOLICITED	D: 168 RFQs RECEIVED: 13 LOCAL RFQs RE	CEIVED: 2 NO BIDS: 2	

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approv	ved:	/s/	
Date:	1/25	/2024	

# 2024-0244R Cybersecurity Audits Viewer's List

No.	Participant Name	Response Date	Response Status	City	<u>State</u>	Zip Code
1	Carter Security, LLC	01/22/2024	Submitted	Albuquerque	NM	87111
2	Carr, Riggs & Ingram LLC		Viewed	Albuquerque	NM	87110
3	The Ionado Group (The Ionado Group, Inc.)	01/18/2024	Submitted	Chattanooga	TN	37405
4	Net Force		Unsubmitted	City of Industry	CA	91715
5	Rio Seco Ag and Supply		Viewed	Clint	TX	79836
6	UHY Advisors Mid-Atlantic, Inc.		Unsubmitted	Columbia	MD	21046
7	Weaver and Tidwell, L.L.P.	01/24/2024	Submitted	Dallas	TX	75201
8	Ardent Technologies, Inc.		Viewed	Dayton	OH	45459
9	UebelKorp industries	01/24/2024	Submitted	El Paso	TX	79912-1623
10	Defensive Network Security Consultants, LLC	01/24/2024	Submitted	El Paso	TX	79936
11	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	01/04/2024	No Bid	EL PASO	TX	79936
12	Guardia Worldwide L.L.C.		Viewed	El Paso	TX	79932
13	Mean Clean LLC		Viewed	El Paso	TX	79935
14	MONEYLINEZ 915 LLC		Viewed	El Paso	TX	79924
15	Carver Cybersecurity Solutions		Viewed	Forest Park	IL	60130-2273
16	Voice Data Security (IMG Services LLC)		Viewed	Frisco	TX	75034-9588
17	GC Services Limited Partnership	01/18/2024	No Bid	Houston	TX	77081
18	UHY Consulting, Inc.		Retracted	Houston	TX	77064
19	CliftonLarsonAllen		Viewed	Minneapolis	MN	55402
20	Lumen Technologies, Inc	01/23/2024	Submitted	Monroe	LA	71203
21	Pace Systems, Inc.		Viewed	Naperville	IL	60563
22	Evalv IQ LLC	01/24/2024	Submitted	NEW ORLEANS	LA	70130
23	Global Solutions Group, Inc.	01/24/2024	Submitted	Oak Park	MI	48237
24	RSM US LLP	01/24/2024	Submitted	San Antonio	TX	78259
25	TAC Security Inc.	01/24/2024	Submitted	San Francisco	CA	94102
26	Moss Adams LLP	01/24/2024	Submitted	Seattle	WA	98104
27	JANUS Software, Inc., d/b/a JANUS Associates	01/24/2024	Submitted	Stamford	CT	06907
28	Securance LLC		Viewed	Tampa	FL	33635
29	Castletop Solutions		Viewed	Tonawanda	NY	14150
30	True North Consulting Group	01/24/2024	Submitted	Waco	TX	76708
31	FAHM Technology Partners		Viewed	Wilmington	DE	19805

# RESOLUTION

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

That the City Manager be authorized to sign Contract No. 2024-0244R Cybersecurity Audits for the Internal Audit Department between the City of El Paso ("City") and Global Solutions Group, Inc., for cybersecurity audit services for the Internal Audit Department for an initial three year term in an estimated total cost of \$600,000; and two, one-year options in an estimated total cost of \$400,000; for a total of five years, in an aggregated, estimated amount of \$1,000,000; and that service provider is to be paid based on the services performed.

APPROVED this day of	2024.
	CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:
Juan S. Gonzalez Senior Assistant City Attorney	K. Nicole Cote, Managing Director Purchasing & Strategic Sourcing Department  Camundo S. Calderon
	Edmundo S. Calderon, Chief Internal Auditor Internal Audit Department

STATE OF TEXAS	)	AGREEMENT FOR CYBERSECURITY AUDITS
	)	FOR INTERNAL AUDIT DEPARTMENT WITH
COUNTY OF EL PASO	)	GLOBAL SOLUTIONS GROUP, INC.

This Agreement for Cybersecurity Audits for the City of El Paso Internal Audit Department (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_\_, 2024 ("*Effective Date*"), by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the "*City*") and GLOBAL SOLUTIONS GROUP, INC., a Michigan corporation, (the "*Service Provider*").

**WHEREAS**, the City solicited proposals for the services of cybersecurity audits for the City's Internal Audit Department through a request for qualifications ("*RFQ*") No. 2024-0244R Cybersecurity Audits; and

**WHEREAS,** the Service Provider possesses the qualifications, certifications, credentials, experience, and expertise to perform said cybersecurity audit services for the City; and

**WHEREAS**, the City desires to engage the Service Provider to provide cybersecurity audit services for the Internal Audit Department according to the specification of the RFQ.

**IN CONSIDERATION** of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION I. TERM.** The effective date of this Agreement is as stated above and will remain in effect thereafter for thirty-six (36) months from the effective date. The term of this Agreement may be extended for two (2) additional, one-year periods at the mutual agreement of the parties under the same terms and conditions herein.

**SECTION II. OTHER DOCUMENTS; CONFLICT.** The following documents comprise this Agreement:

- A. City's Request for Qualifications No. 2024-0244R ("*RFQ*").
- B. Service Provider's Proposal ("*Proposal*").
- C. Proposal Cost
- D. This Supplemental Agreement including all Exhibits attached and incorporated to this Agreement.

The RFQ, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the RFQ, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the RFQ and Proposal, and the terms and conditions of the RFQ shall control where they conflict with the Proposal.

**SECTION III. SCOPE OF SERVICES.** The Service Provider hereby agrees to perform the requested cybersecurity audit services in accordance with the specifications of the City's RFQ, (attached and incorporated hereto as *Exhibit A*), the Proposal submitted by the Service Provider in response to the RFQ (attached and incorporated hereto as *Exhibit B*) pursuant to the terms and conditions set forth in the Contract Clauses of such RFQ and this Agreement. The scope of services identified within the RFQ and Proposal and clarified by this Agreement shall be referred to collectively as the "Services." All services shall be performed with reasonable care, skill, and diligence as would be practiced by the auditing community within the County of El Paso, Texas.

The Service Provider will conduct audit services for city departments as per Internal Audit which will identify during the term of the contract. An Information Technology (IT)/Cybersecurity audit is the examination and evaluation of the City's information technology infrastructure, applications, data use and management, policies, procedures and operational processes against recognized standards or established policies. Such audits determine whether IT/Cybersecurity controls protect organizational assets, ensure data integrity and are aligned with the City's overall goals. The standards against which the evaluations will be made are the National Institute of Standards and Technology (NIST) Cybersecurity Framework.

The scope of work may change which the City will give notice in writing to the Service Provider of the changes of scope if applicable. The Service Provider and the City shall first agree in writing to the amendments to the scope of services before the amendment becomes part of this Agreement.

**SECTION IV. NON-EXCLUSIVE AGREEMENT.** This Agreement is non-exclusive. The City shall be entitled to enter into cybersecurity audit service agreements with other properly selected individuals or businesses that qualify to provide auditing services.

**SECTION V. PRE-REQUISITE TO AGREEMENT.** The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement. The Service Provider shall provide auditing services through a Texas State Board of Public Accountancy and licensed by the State of Texas.

**SECTION VI. REPRESENTATIONS OF THE SERVICE PROVIDER.** In addition to the prerequisite qualifications required prior to entering into this Agreement, the Service Provider also agrees to comply with the following requirements:

- **A.** It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B. The Service Provider, including each individual employed by the Service Provider and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized and licensed to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all required

professional licenses during the term of this Agreement. If the Service Provider receives notice from a licensing authority of a suspension or revocation of a license of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or fails to remove any employee who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.

- C. The City shall be informed of any changes to the Service Provider's personnel so that the City Manager may approve the qualifications of the different or additional Service Provider's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.
- **D.** The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

**SECTION VII. INDEPENDENT SERVICE PROVIDER.** Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

**SECTION VIII. COMPENSATION AND INVOICES.** The City shall pay the Service Provider for each session of services at the rates set forth in the *Proposal Cost* attached hereto as *Exhibit C*. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained in writing prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the Internal Audit Department for each month in which audit services are performed according to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall specify the number of sessions conducted by the type of services as provided in Section A of the RFQ. Invoices shall be delivered to the Chief Internal Auditor.

#### SECTION IX. HEALTH INFORMATION AND CONFIDENTIALITY OF RECORDS

The Service provider recognizes that it will receive health information as a result of this Agreement. Health information is defined as information provided and or made available by the City to the Service Provider and has the definition in 45C.F.R. 160.102. The Service Provider shall comply with 45 C.F.R. §164.502(e) and §164.504(e) governing protected health information and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. The Service Provider shall enter into the Business Associate Agreement with the City attached as *Exhibit D*. The Business Associate Agreement in Exhibit D shall govern the use and disclosure of the health information. Upon termination of this Agreement the Service Provider shall have the obligations with respect to the protected health information received from the City found in Section B.3 of Exhibit D.

**SECTION X. INSPECTIONS AND AUDITS.** The City reserves the right to inspect and audit the Service Provider's records. The Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with services of this Agreement. The Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. The Service Provider shall be required to keep such books and records available for such purposes for at least five (5) years after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

**SECTION XI. REPORTS.** The Service Provider shall provide monthly written report ("Utilization Reports") to the Police Chief of the services rendered pursuant to this Agreement. The Utilization Report shall provide an analysis of the progress of the program and recommendations. Oral reports detailing the progress of the Employee Assistance Program may be requested as the City deems reasonably necessary.

**SECTION XII. INSURANCE REQUIREMENTS.** With no intent to limit the Service Provider's liability or the indemnification provisions set forth hereinafter, the Service Provider shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

#### A. INSURANCES

**1. Worker's Compensation.** A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Service Provider and the Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Service Provider or by anyone directly employed by the Service Provider. The minimum limits of liability and coverage shall be as follows:

## a) Commercial General Liability

Personal Injury or Death

\$1,000,000 for each person \$1,000,000 in the aggregate

**Property Damage** 

\$1,000,000 for each occurrence \$1,000,000 in the aggregate

- b) Vehicle Liability
  Combined Single Limit
  \$1,000,000 per accident
- **B. ERRORS AND OMISSIONS LIABILITY INSURANCE.** The Service Provider shall procure and maintain, at the Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.
- **C. FORM OF POLICIES.** The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.
- **D. ISSUERS OF POLICIES.** The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.
- **E. INSURED PARTIES**. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.
- **F. MATERIAL CHANGE IN POLICY(IES).** Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate

limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

- **H. CANCELLATION.** Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company. The Service Provider shall also give written notice to the City's Purchasing Manager within fifteen (15) days of the date upon which total claims by any party against the Service Provider reduce the aggregate amount of coverage below the amounts required by this Agreement.
- I. **DELIVERY OF POLICIES.** The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Service Provider with the City's Purchasing Manager prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso Purchasing & Strategic Sourcing Department Attn: Managing Director 300 N. Campbell El Paso. TX 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Service Provider to provide the City's Purchasing Manager with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Service Provider entitling the City, upon three (3) days written notice to the Service Provider to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Service Provider, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Service Provider to comply with this requirement shall constitute a default of the Service Provider allowing the City, at its option, to terminate this Agreement as referenced above.

**SECTION XIII. TERMINATION OF AGREEMENT.** In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

**A. TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Service Provider shall cease all services under this Agreement. Upon such termination, the Service Provider shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the

City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

**B. TERMINATION FOR DEFAULT:** It is further understood and agreed by the Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Service Provider pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined.

SECTION XIV. INDEMNIFICATION. Service Provider or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Service Provider every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Service Provider will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Service Provider may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Service Provider will pay all judgments finally establishing liability of the City in actions defended by Service Provider pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Service Provider, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Service Provider's property from any cause.

#### SECTION XV. GENERAL PROVISIONS.

**A. TIME IS OF THE ESSENCE.** The Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

- **B.** SUCCESSOR AND ASSIGNS. The Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Service Provider if the Service Provider shall attempt to assign without prior written consent.
- **C. VENUE.** For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.
- **D. LEGAL CONSTRUCTION.** Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or her designee.
- **E. COMPLIANCE WITH LAW.** The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.
- **F. NOTICE.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY: City of El Paso

City Manager P.O. Box 1890

El Paso, Texas 79950-1890

With Copy to: City of El Paso

Internal Audit P.O. Box 1890

El Paso, Texas 79950-1890

SERVICE PROVIDER: Global Solutions Group, Inc.

Attn: Lisa Salvador

25900 Greenfield Road, Suite 220

Oak Park, MI 48237

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

**G. FORCE MAJEURE.** The Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

**H. COMPLETE AGREEMENT.** This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

Cary Westin
Car J 17 Court
Interim City Manager
APPROVED AS TO CONTENT:
Ar Col
K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing Department
Edmundo S. Calderon
Edmundo Calderon, Chief Internal Auditor Internal Audit Department
GEMENT
e on this day of, 2024,
City of El Paso, Texas.
Notary Public, State of Texas
- · · · · · · · · · · · · · · · · · · ·

	Title: Vice President
	CKNOWLEDGEMENT
THE STATE OF Michigan §	
COUNTY OF Oakland §	
	ledged before me on this <u>15th</u> day of <u>July</u> , 2024 <u>President</u> (title) of Global Solutions Group, Inc., a Michigan
	Maday Dulis State of Michigan
	Notary Public, State of Michigan
My commission expires:	RANDOLPH BURBACH NOTARY PUBLIC, MICHIGAN
08/24/2025	COUNTY OF WAYNE My Commission Expires 08/24/2025
	Acting in the County of Oakland

**SERVICE PROVIDER:** 

corporation

Global Solutions Group, Inc., a Michigan

# **EXHIBIT A**

# RFQ NO. 2024-0244R

# CYBERSECURITY AUDITS

# **EXHIBIT B**

# GLOBAL SOLUTIONS GROUP, INC. PROPOSAL

# **EXHIBIT C**

# PROPOSAL COST

# **EXHIBIT D**

# **BUSINESS ASSOCIATE AGREEMENT**

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

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# **Contributor / Donor Information:**

Full Name	Lisa Salvador
Business Name	Global Solutions Group, Inc.
Agenda Item Type	2024-0244R Cybersecurity Audits
Relevant Department	Internal Audit

	tions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.
<b>√</b>	I have <b>NOT</b> 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

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/188/28	
District 1	(A) (B)	
District 2		
District 3	1138	
District 4	11, 130,000	95/,//
District 5	11/233	
District 6	TRYA	5
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:	Lisa	Salvador	Date: 2024.07.15 19:01:47 -04'00	Date:	7/15/2024



# El Paso, TX

300 N. Campbell El Paso, TX

# Legislation Text

File #: 24-1006, Version: 1

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

# **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092 Capital Improvement Department, Yvette Hernandez, (915) 212-1860 Streets and Maintenance, Richard Bristol, (915) 212-7000

#### AGENDA LANGUAGE:

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

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

#### **Award Summary:**

Discussion and action on the award of Solicitation 2024-0124 Job Order Contracting and Facilities Construction to Noble General Contractors, LLC, Veliz Company, LLC dba Veliz Construction, Amstar, Inc., Jordan Foster Construction, LLC, and Mirador Enterprises, Inc. for an initial term of Two (2) years and three (3), one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate of \$40,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for City of El Paso facilities using the Job Order contract method.

Department: Streets and Maintenance

Award to: Noble General Contractors, LLC

City & State: El Paso, TX Initial Term: Two (2) Years

Option Terms: Three (3) - One (1) Year Terms

Award to: Veliz Company, LLC dba Veliz Construction

City & State: El Paso, TX
Initial Term: Two (2) Years

Option Terms: Three (3) - One (1) Year Terms

Award to: Amstar, Inc.
City & State: San Antonio, TX

# File #: 24-1006, Version: 1

Initial Term: Two (2) Years

**Option Terms:** Three (3) - One (1) Year Terms

Award to: Jordan Foster Construction, LLC

City & State: El Paso, TX Initial Term: Two (2) Years

**Option Terms:** Three (3) - One (1) Year Terms

Award to: Mirador Enterprises, Inc.

El Paso, TX City & State: Initial Term: Two (2) Years

Option Terms: Three (3) - One (1) Year Terms

Total Estimated Award: \$40,000,000.00

Account(s): Various

Funding Source(s): General Capital - City Wide Facilities

District(s): ΑII

This was a Competitive Sealed Proposal Procurement price book (RS Means) requirements contract.

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to Noble General Contractors, LLC, Veliz Company, LLC dba Veliz Construction, Amstar, Inc., Jordan Foster Construction, LLC, and Mirador Enterprises, Inc. the highest ranked offerors based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

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

AGENDA DATE: July 30, 2024
PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Yvette Hernandez, City Engineer, (915) 212-1860

Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000

K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.2 – Improve competitiveness through infrastructure improvements impacting

the quality of life

## SUBJECT:

Discussion and action on the award of solicitation 2024-0124 Job Order Contracting and Facilities Construction to Noble General Contractors, LLC, Veliz Company, LLC dba Veliz Construction, Amstar, Inc., Jordan Foster Construction, LLC, and Mirador Enterprises, Inc. for an initial term of two (2) years and three (3), one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate amount of \$40,000,000.00.

### **BACKGROUND / DISCUSSION:**

The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for City of El Paso facilities using the Job Order Contract method.

## **SELECTION SUMMARY:**

Solicitation was advertised on March 5, 2024 and March 12, 2024 The solicitation was posted on City website on March 5, 2024. There were a total thirty-nine (39) viewers online; nine (9) proposals were received; eight (8) from local suppliers.

## **CONTRACT VARIANCE:**

N/A

#### **PROTEST**

A protest was received for this requirement and it was denied.

## PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

Amount: \$40,000,000.00

Funding Source: General Capital - City Wide Facilities

Account: Various

# 

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

# Project Form Competitive Sealed Proposal

Please place the following item on the Regular Agenda for the City Council Meeting of July 30, 2024

Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

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

## **Award Summary:**

Discussion and action on the award of solicitation 2024-0124 Job Order Contracting and Facilities Construction to Noble General Contractors, LLC, Veliz Company, LLC dba Veliz Construction, Amstar, Inc., Jordan Foster Construction, LLC, and Mirador Enterprises, Inc. for an initial term of Two (2) years and three (3), one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate of \$40,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for City of El Paso facilities using the Job Order contract method.

Department: Streets and Maintenance

Award to: Noble General Contractors, LLC

City & State: El Paso, TX Initial Term: Two (2) Years

Option Terms: Three (3) – One (1) Year Terms

Award to: Veliz Company, LLC dba Veliz Construction

City & State: El Paso, TX Initial Term: Two (2) Years

Option Terms: Three (3) – One (1) Year Terms

Award to: Amstar, Inc.
City & State: San Antonio, TX
Initial Term: Two (2) Years

Option Terms: Three (3) – One (1) Year Terms

Award to: Jordan Foster Construction, LLC

City & State: El Paso, TX Initial Term: Two (2) Years

Option Terms: Three (3) – One (1) Year Terms

Award to: Mirador Enterprises, Inc.

City & State: El Paso, TX Initial Term: Two (2) Years

Option Terms: Three (3) – One (1) Year Terms

Total Estimated Award: \$40,000,000.00

Account(s): Various

Funding Source(s): General Capital - City Wide Facilities

District(s):

This was a Competitive Sealed Proposal Procurement, Requirements contract.

The Purchasing & Strategic Sourcing Department and User Department Name recommend award as indicated to Noble General Contractors, LLC, Veliz Company, LLC dba Veliz Construction, Amstar, Inc., Jordan Foster Construction, LLC, and Mirador Enterprises, Inc. the highest ranked offerors based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

# COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET 2024-0124 Job Order Contracting and Facilities Construction

Evaluation Factors	Maximum Points	Noble General Contractors, LLC	Veliz Company, LLC	Amstar Inc.	Jordan Foster Construction, LLC	Mirador Enterprises, Inc.	Access Communications Group, LLC	Black Stallion Contractors, Inc.	El Paso J.A.G., Inc.	Nine Degrees Construction, LLC
Factor A - Offeror's Proposed Coefficient 25		22.22	24.08	24.78	20.27	23.03	Proposal Deemed non-responsive. Proposal not Proposal not evaluated.			
Factor B - General Contractor Comparable Experience 20		18.91	11.56	12.15	13.02	11.50		Proposal Deemed non-responsive. Proposal not evaluated.	Proposal Deemed non-responsive. Proposal not evaluated.	
Factor C - Organizational Structure and Business Practices 25		23.67	24.00	23.00	24.00	21.67				
Factor D – Quality of Goods and Services 10		9.67	10.00	10.00	10.00	9.67				
Factor E – Offeror's safety record and safety performance 10		8.78	9.00	8.44	9.33	9.17	evaluated.	evaluateu.	evaluated.	evaluateu.
Factor F - Sample Project 10		9.00	9.00	8.33	8.67	8.33				
Total Points 100		92.25	87.64	86.70	85.29	83.37				
	Ranking	1	2	3	4	5				

APPROVED: Purchasing & Strate

5/17/2024

Date

5/18/2024

Date



# CITY OF EL PASO TABULATION



Bid Title: Job Order Contracting and Facilities Construction

Solicitation Number: 2024-0124

Bid Date: April 3, 2024 Department: Streets and Maintenance

	5111 0, 2024	Access Communications Group, LLC	Amstar, Inc.	Black Stallion Contractors, Inc	El Paso J.A.G., Inc.	Jordan Foster Construction, LLC	
		El Paso, TX Offeror 1 of 9	San Antonio, TX Oifferor 2 of 9	El Paso, TX Offeror 3 of 9	El Paso , TX Offeror 4 of 9	El Paso, TX Offeror 5 of 9	
A. Pre-Priced	Items (Unit Price Book) (Coefficients must be extended to three decimal p	laces.)					
1.	Coefficient - Standard Working Hours	1.165 / 1.170 / 1.174 / 1.178	1.120	1.085 / 1.600 / 1.360	1.12	1.385	
2.	Coefficient - Non-Standard Working Hours	1.221 / 1.226 / 1.230/ 1.235	1.170	1.085 / 2.600 / 2.210	1.65	1.448	
B. Non-Pre Pr	3. Non-Pre Priced Items						
3.	Coefficient	1.165 / 1.169 / 1.174 1.180	1.150	1.085 / 2.60 / 2.210	1.10	1.340	
		Mirador Enterprises, Inc.	Nine Degrees Construction, LLC	Noble General Constractors, LLC	Veliz Company, LLC		
		El Paso, TX Offeror 6 of 9	El Paso, TX Offeror 7 of 9	El Paso, TX Offeror 8 of 9	El Paso, TX Offeror 9 of 9		
A. Pre-Priced	Items (Unit Price Book) (Coefficients must be extended to three decimal p	laces.)					
1.	Coefficient - Standard Working Hours	1.160	1.200	1.289	1.165		
2.	Coefficient - Non-Standard Working Hours	1.280	1.300	1.396	1.175		
B. Non-Pre Pr	iced Items		•				
3.	Coefficient	1.380	1.350	1.099	1.175		
NOTE: The inf	NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.						

	2024-0124 Job Order Contracting and Facilities Construction		
	(View List)		
	Name	City	State
1	Access Communications Group, LLC	El Paso	TX
2	Amstar Inc. General Contractor	San Antonio	TX
3	Axiom Enterprise Solutions LLC	El Paso	TX
4	Bella Luna Engineering and Building Maintenance	El Paso	TX
5	Black Stallion Contractors, Inc.	El Paso	TX
6	Blazing Property Services LLC	El Paso	TX
7	Broaddus & Associates	Austin	TX
8	Construction Reporter	Albuquerque	NM
9	Dantex General Contractors	El Paso	TX
10	Delegard Tool of Texas	Houston	TX
11	DYER CYCLE	El Paso	TX
12	eagle janitorial services	El Paso	TX
13	EGL Construction, Inc	El Paso	TX
14	El Paso & Juarez Paint Inc.	El Paso	TX
15	EL PASO JAG INC.	EL Paso	TX
16	EL PASO-PHOENIX PUMPS INC	El Paso	TX
17	Elias Concrete Construction LLC	El Paso	TX
18	Filterbuy Incorporated	Talladega	AL
19	Garcia Holdings	Las Cruces	NM
20	Jordan Foster Construction, LLC	El Paso	TX
21	LDCM Solutions LLC	El Paso	TX
22	Longhorn Distributing (Loren Hodges & Son's Inc.)	El Paso	TX
23	Martinez Bros. Contractors, LLC	El Paso	TX
24	MC Services	El Paso	TX
25	Mirador Enterprises, Inc. (Mirador Enterprises)	EL PASO	TX
26	Mission Trail Construction	El Paso	TX
27	Nine Degrees Construction, LLC.	El Paso	TX
28	Noble General Contractors, LLC	El Paso	TX
29	North America Procurement Council Inc., PBC	Grand Junction	CO
30	North American Suppliers LLC	El Paso	TX
31	Ocean Gallery USA	EL PASO	TX
32	Paso-Tex Industries LLC	El Paso	TX
33	Refrigeration Express (AS General Contractors LLC)	El Paso	TX
34	Rexcel Coatings Corporation	El Paso	TX
35	Sarabia's Portable Jons & Blue Sanitation (El Paso Sanitation Systems, Inc)	El Paso	TX
36	Sigma Construction Group, LLC	El Paso	TX
37	The Planit Room	El Paso	TX
38	Veliz Construction (Veliz Company LLC)	El Paso	TX
39	Virtual Builders Exchange	San Antonio	TX

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#### Contributor / Donor Information:

Full Name	Ruben Gonzalez
Business Name	Nobel General Contractors
Agenda Item Type	N/A
Relevant Department	N/A

	· · · · · · · · · · · · · · · · · · ·
contribut	ons 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 <b>NOT</b> made campaign contributions or donations totaling an aggregate of \$500 or more to any
$\checkmark$	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
Ш	City Council member(s) during their campaign(s) or term(s) of City office:

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/180/08	
District 1	W 65	
District 2		
District 3	1138	80
District 4	11, 1300000	95/
District 5		
District 6	TRYA	5
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:	Ruben G	onzalez	Date:	03/25/2024

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#### **Contributor / Donor Information:**

Full Name	Omar Veliz
Business Name	Veliz Contruction
Agenda Item Type	
Relevant Department	

contribut	ions or do	ation: Please check the appropriate box below to inconstitutions totaling an aggregate of \$500 or more to any ffice specified in Section 2.92.080 of the El Paso Mun	City Council member(s) during their campaign(s)				
<b>√</b>	City Cou	ve <b>NOT</b> made campaign contributions or donations totaling an aggregate of \$500 or more to any Council member(s) during their campaign(s) or term(s) of City office, as specified in Section .080 of the El Paso Municipal Code.					
OR							
		nade campaign contributions or donations totaling an incil member(s) during their campaign(s) or term(s) o					
OF	FICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)				
Ma	ayor	1/0/08/2	20				
Dist	trict 1	W/8	4				
Dist	trict 2						
Dist	trict 3	1136					
Dist	trict 4	1 130000	0.95				

**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.

District 5

District 6

District 7

District 8

Signature:	O. Velix	Date: 4/3/24
-		

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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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.

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#### **Contributor / Donor Information:**

Full Name Atanacio Carrisal

Business Name Amstar, Inc.

Agenda Item Type Job Order Contract

Relevant Department Facilities

OF	FICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
		nade campaign contributions or donations totaling an uncil member(s) during their campaign(s) or term(s) or	
OR			
<b>/</b>	City Cou	OT made campaign contributions or donations totalin incil member(s) during their campaign(s) or term(s) of the El Paso Municipal Code.	
contribu	itions or do	nation: Please check the appropriate box below to inconstitutions totaling an aggregate of \$500 or more to any office specified in Section 2.92.080 of the El Paso Mur	City Council member(s) during their campaign(s

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	110/280/280	
District 1	(A) 8	
District 2	II 3	20
District 3	1-136	201
District 4	1380000	5/,//
District 5	11/2520	
District 6	TEVA	
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 pater to the relevant council meeting date.

Signature:
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#### 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:**

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"Contribution" A dir

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	Ashok Kamath	_
Business Name	Jordan Foster Construction, LLC	
Agenda Item Type		
Relevant Department	A	

contributions or de	nation: Please check the appropriate box below to a conations totaling an aggregate of \$500 or more to a confice specified in Section 2.92.080 of the El Paso M	ny City Council member(s) during their campaign(s)
City Co	IOT made campaign contributions or donations tota uncil member(s) during their campaign(s) or term(s) 0 of the El Paso Municipal Code.	*
OR		
1 1	nade campaign contributions or donations totaling a uncil member(s) during their campaign(s) or term(s	The state of the s
OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	110/0800	
District 1	1/40/85 A)	
District 2	IIII V	7816011
District 3	143	2/O/I
District 4	11 130000	025/,//
District 5	11/10000	3
District 6	AL CEV	9
District 7	A. M. S.	The state of the s
District 8		
knowledge. I unde subject to verifica	reby affirm that the information provided in this disc erstand that this disclosure is required by Title 2, Cl tion by the city authorities. Further, I understand to contributions or donations prior to the relevant	napter 2.92 of the El Paso Municipal Code and is nat upon submission of this form, I must disclose
Signature:	Child	Date: 3/26/2024

#### 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. A person making a contribution, including the contributor's spouse. "Contributor" "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	
Business Name	
Agenda Item Type	
Relevant Department	

contribut	ons 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 <b>NOT</b> made campaign contributions or donations totaling an aggregate of \$500 or more to any
$\checkmark$	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:

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/188/28	
District 1		
District 2		
District 3		80
District 4	1 300000	5/,
District 5		
District 6	(FYA)	
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.

Yolanda Diaz Digitally signed by Yolanda Diaz Date: 2024.04.01 13:51:36 -06'00' Date: 04/03/2024	Signature:	Yolanda	Diaz	Digitally signed by Yolanda Diaz Date: 2024.04.01 13:51:36 -06'00	Date:	04/03/2024
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# Legislation Text

File #: 24-934, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 8**

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

#### AGENDA LANGUAGE:

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

An Ordinance granting a Special Privilege License to EPT Montecillo I-10 Development, LLC to permit the construction, installation, maintenance, use, and repair of a surface encroachment for two (2) Art Sculptures and Ancillary Items over City right-of-way at the roundabout intersection located at Vin Rambla Drive and Vin Roda Drive, additionally, this ordinance encompasses the placement of twenty three (23) wayfinding signs and nine (9) electric meters at various locations within the Montecillo Development; setting the license term for a term of ten years (10) with one (1) renewable ten (10) year term.

Location: Vin Rambla Drive and Vin Roda Drive, and various locations within the Montecillo Development Applicant: EPT Montecillo I-10 Development, LLC, PSPN23-00007

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

AGENDA DATE: July 16, 2024 PUBLIC HEARING DATE: July 30, 2024

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

Armida R. Martinez, (915) 212-1605

**DISTRICT(S) AFFECTED**: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

#### SUBJECT:

An ordinance granting a Special Privilege License to EPT Montecillo I-10 Development, LLC to permit the construction, installation, maintenance, use, and repair of a surface encroachment for two (2) Art Sculptures and Ancillary Items over City right-of-way at the roundabout intersection located at Vin Rambla Drive and Vin Roda Drive, additionally, this ordinance encompasses the placement of twenty three (23) wayfinding signs and nine (9) electric meters at various locations within the Montecillo Development; setting the license term for a term of ten years (10) with one (1) renewable ten (10) year term.

Location: Vin Rambla Drive and Vin Roda Drive, and various locations within the Montecillo Development Applicant: EPT Montecillo I-10 Development, LLC, PSPN23-00007

#### **BACKGROUND / DISCUSSION:**

In an effort to enhance the aesthetic appeal and cultural value of the Montecillo development, two coyote art sculptures shall be installed at the roundabout and the wayfinding signs and electric meters have been installed at strategic points to help improve traffic flow and facilitate navigation within the Montecillo development.

#### PRIOR COUNCIL ACTION:

N/A

## AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT: N/A** 

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

#### **DEPARTMENT HEAD:**

Kevin Smith for Philip Etiwe

ORDINANCE NO.	

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO EPT MONTECILLO I-10 DEVELOPMENT, LLC TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, USE, AND REPAIR OF A SURFACE ENCROACHMENT FOR TWO (2) ART SCULPTURES AND ANCILLARY ITEMS OVER CITY RIGHT-OF-WAY AT THE ROUNDABOUT INTERSECTION LOCATED AT VIN RAMBLA DRIVE AND VIN RODA DRIVE, ADDITIONALLY, THIS ORDINANCE ENCOMPASSES THE PLACEMENT OF TWENTY THREE (23) WAYFINDING SIGNS AND NINE (9) ELECTRIC METERS AT VARIOUS LOCATIONS WITHIN THE MONTECILLO DEVELOPMENT; SETTING THE LICENSE TERM FOR A TERM OF TEN YEARS (10) WITH ONE (1) RENEWABLE TEN (10) YEAR TERM.

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

#### SECTION 1. <u>DESCRIPTION</u>

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to **EPT MONTECILLO I-10 DEVELOPMENT, LLC** (hereinafter referred to as the "Grantee"). This License will permit the construction, installation, maintenance, use and repair of a SURFACE encroachment consisting of two coyote art sculptures. The first coyote sculpture will measure 12 feet in height by 24 feet in length, while the second sculpture measures 15 feet in height by 17 feet in length. These sculptures are made of aluminum and will be supported by buried piers, steel plates, and concrete as shown in *Exhibit A*. In addition to these sculptures, this project includes ancillary items such as an electrical meter, lighting, irrigation, landscaping, an 8-inch concrete stem wall, steel panel and bollards. These items are shown in *Exhibit A*, which is made a part hereof for all purposes (hereinafter referred to as "Art Sculpture and Ancillary Items"). This license will also permit the 23 wayfinding signs and 9 electric meters as shown in *Exhibits B* which is made a part thereof for all purposes (hereinafter referred to as "Wayfinding Signs and Electric Meters".

All items hereby consolidated within this agreement for all intents and purposes hereinafter are collectively referred to as "Infrastructure Enhancements" unless specifically identified.

#### **SECTION 2. LICENSE AREA**

The surface rights granted herein over a portion of right-of-way at the roundabout located between Vin Rambla Drive and Vin La Roda Drive and legally described as a 0.5596 ACRE PARCEL WITHIN A PORTION OF VIN RAMBLA DRIVE AND VIN LA RODA DRIVE RIGHTS-OF-WAY WITHIN MONTECILO UNIT ELEVEN, CITY OF EL PASO, EL PASO COUNTY, TEXAS, more particularly shown in Exhibit "C". The wayfinding sign and electric meters are located at various locations throughout the Montecillo Development more particularly shown in

Exhibit "D". The areas identified in Exhibits C&D which is made part hereof for all purposes (hereinafter referred to as "License Areas").

#### **SECTION 3. USE OF PROPERTY**

This License is granted solely for the encroachment onto City right of way for the infrastructure enhancements. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City's use of the right of way for pedestrian access. Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times. In addition to these requirements, the Grantee shall be responsible for costs related to electric and water services within the License area.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the infrastructure enhancements as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

#### **SECTION 4. REGULATION OF CONSTRUCTION**

The work done by Grantee in installation, replacing, repairing, reconstructing, or maintaining the infrastructure enhancements shall be subject to all applicable City, State, and Federal requirements applicable to the construction of the infrastructure enhancements. Work done in connection with the repair and maintenance of the infrastructure enhancements is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the infrastructure enhancements Ancillary items built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; Should Grantee, after notice, fail or

refuse to comply within a reasonable time, the City shall have the power or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

#### **SECTION 5. TERM**

This Special Privilege shall be for a term of TEN (10) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for One (1) additional TEN (10) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee Wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the city may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

#### **SECTION 6. WORK DONE BY OTHERS**

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area

#### SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on,

across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the infrastructure enhancements such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

#### SECTION 8. CONSIDERATION

As consideration for this special Privilege License, the Grantee shall pay to the City ONE THOUSAND SIXTY AND 00/100 DOLLARS (\$1,060.00) for the Art sculptures and Ancillary items, plus FOUR HUNDRED EIGHTY-THREE AND 00/100 DOLLARS (\$483.00) for the wayfinding signs and FOUR HUNDRED EIGHTY (\$480.00) for the electric meters for a total sum of TWO THOUSAND TWENTY-THREE AND 00/100 DOLLARS (\$2,023.00) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the infrastructure enhancements, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

### **ADVANCE PAYMENT OPTION:**

Grantee shall have the option of pre-paying the City the entire amount for the TEN (10) year term of the License, prior to the execution of this License. The TEN (10) year amount is equal to SEVENTEEN THOUSAND SEVEN HUNDRED SEVENT FOUR AND NO/100 DOLLARS (\$17,774.00). Said \$17,774.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire TEN (10) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 10year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's infrastructure enhancements required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

#### **SECTION 9. INSURANCE**

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall obtain and provide a general liability policy with a one million-dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum two million dollar (\$2,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

#### **SECTION 10. INDEMNITY**

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES

OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE "DAMAGES". THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suites for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this License. The City will not be responsible for any loss of or damage to the Grantee's property from any cause.

#### SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the infrastructure enhancements or a portion thereof or ceases to use the infrastructure enhancements encroachment for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the infrastructure enhancements, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

#### **SECTION 12. CANCELLATION**

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's infrastructure enhancements located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the license upon written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

#### **SECTION 13. RECORDS**

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, maintenance, and repair of the Art sculptures and Ancillary items within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction

drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

#### **SECTION 14. NOTICE**

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso

Attn: City Manager

300 North Campbell Street

El Paso, Texas 79901

with copy to: City of El Paso

ATTN: Planning and Inspections Department

811 Texas Avenue El Paso, Texas 79901

with copy to: City of El Paso

ATTN: Financial Services Department –

Financial Accounting & Reporting

300 North Campbell Street

El Paso, Texas 79901

GRANTEE: EPT Montecillo I-10 Development, LLC

150 W. Castellano Ste. C-2

El Paso, Texas 79912 ATT: Richard Aguilar

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

#### **SECTION 15. ASSIGNMENT**

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

#### SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

## SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

#### **SECTION 18. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

#### **SECTION 19. LIENS AND ENCUMBRANCES**

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

#### **SECTION 20. RIGHT OF ENTRY AND INSPECTION**

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

#### **SECTION 21. LAWS AND ORDINANCES**

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

#### **SECTION 22. ENTIRE AGREEMENT**

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

#### **SECTION 23. SEVERABILITY**

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

#### **SECTION 24. LAWS GOVERNING/VENUE**

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

## **SECTION 25. <u>RESTRICTIONS AND RESERVATIONS</u>**

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

## **SECTION 26. EFFECTIVE DATE**

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

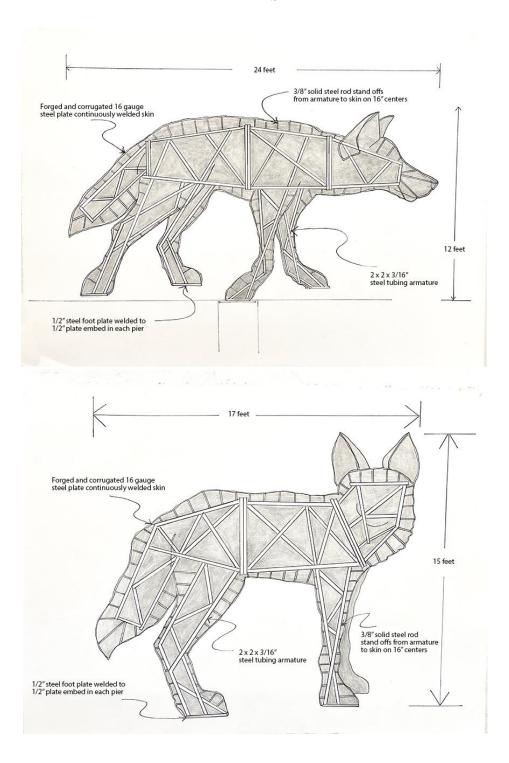
	PASSED AND APPROVED this	day of	_, 2024
	WITNESS THE FOLLOWING	SIGNATURES AND SEALS	
		THE CITY OF EL PASO	
ATTEST:		Oscar Leeser Mayor	
Laura Prine City Clerk			

APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Russell Abeln	Kevin Smith for
Russell T. Abeln Senior Assistant City Attorney	Philip F. Etiwe, Director Planning and Inspections Department
ACC	EPTANCE
The above instrument, with all conditions June, 2024.	thereof, is here by accepted this 21 day of
	GRANTEE: EPT Montecillo 10 Development, LLC By: Richard Agu-la, as

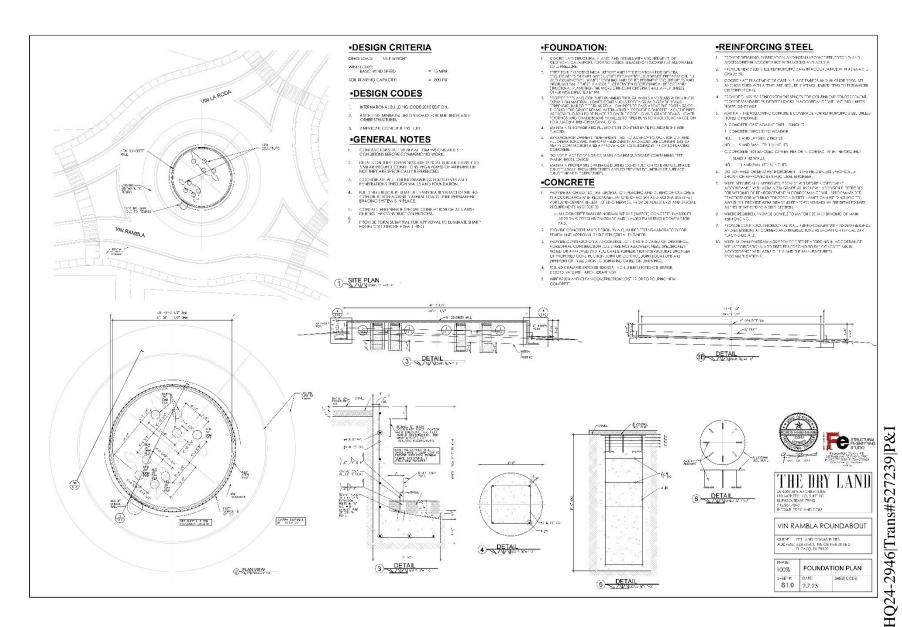
# **ACKNOWLEDGMENT**

THE STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument is acknowledged before me Richard Aguilar as Grantee.	on this 21ST day of June, 2024, by
ANELA PARRA ORRY PUBLO 1302385	Notary Public, State of Texas Daniel A. Parra
77E OF TEXT	Notary's Printed or Typed Name 05/27/2027
THES 5-27 CHAIN	My Commission Expires

#### **EXHIBITS A**







Roundabout

Amended Montecillo

RTA

HQ24-2946|Trans#527239|P&I

#### LANDSCAPE GENERAL NOTES

#### **GENERAL NOTES**

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  6 THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH OWNER, ALL AFFECTED LITLITY COMPANES, AND ALL THE PROJECT AND THE PROJEC

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#### PLANTING NOTES

- PLANTING NOTES

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  1. IT SHALL BET HE CONTRACTOR'S RESPONSIBILITY TO PREVENT PLANTS FROM FALLING OR BEING BLOWN OVER AND TO STRAIGHTEN

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#### **IRRIGATION NOTES**

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  11. THE CONTRACTOR WALL BE RESPONSIBLE FOR ANY DAMAGE OR INTERRUPTION IN SERVICE CAUSED BY THEIR EDUCATIONS AND FOR YOUR AND VALVES REQUIRED FOR THE SIZE OF THE SIZE

#### LIGHTING NOTES

- CONTRACTOR TO COPRINATE PROCESSAMENTS OF LANDSCAPE INJURING THESE WITH OWNER. SET TO TURN ON AT LOSS AND DIRE OF SET THAN UNLESS OTHERWISE INSTRUCTED BY OWNER.

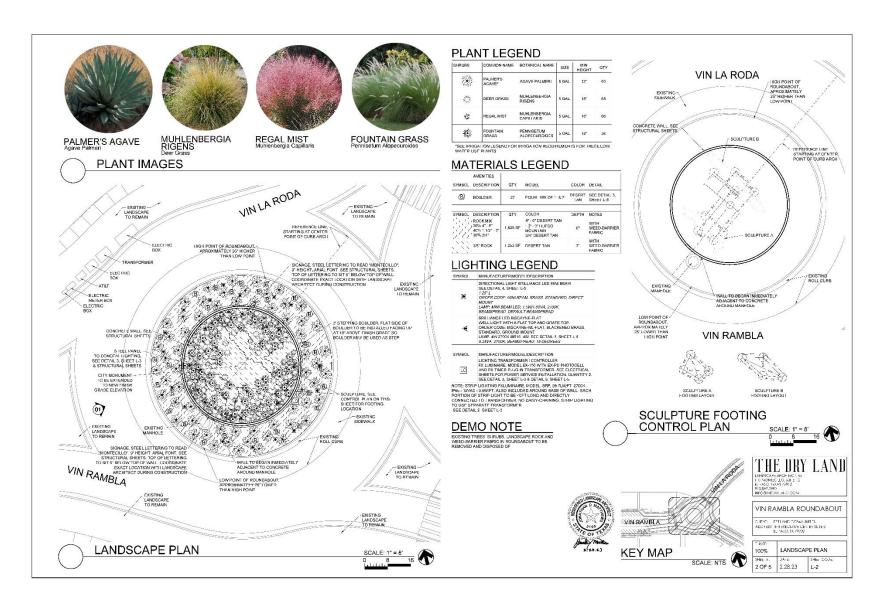
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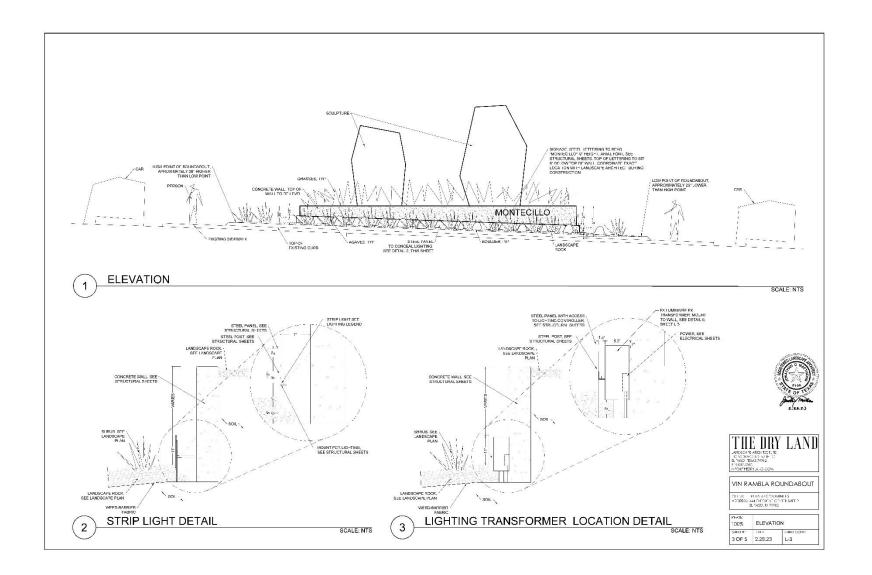
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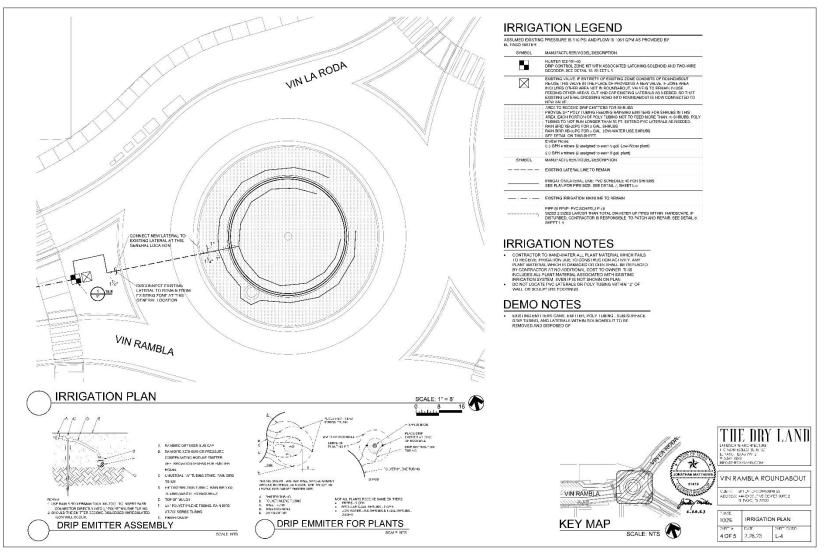


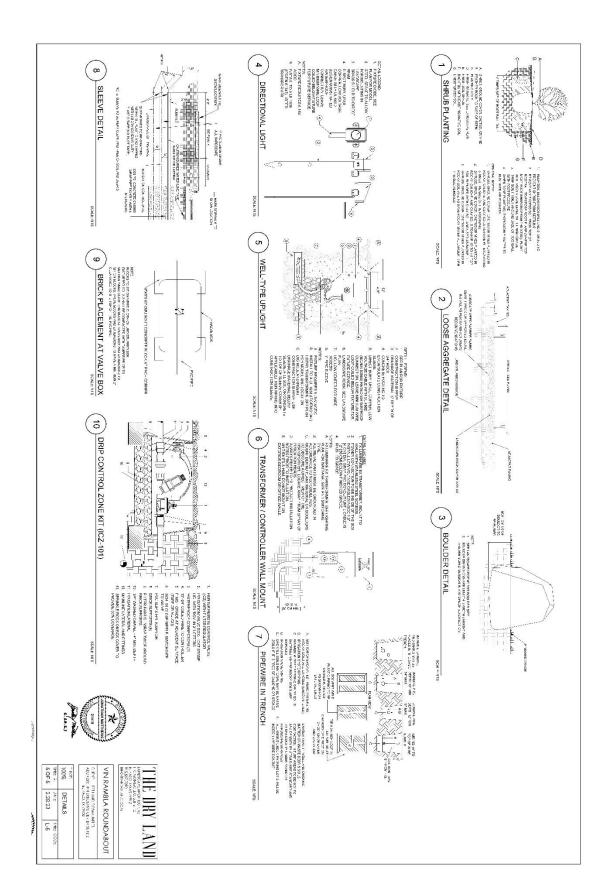
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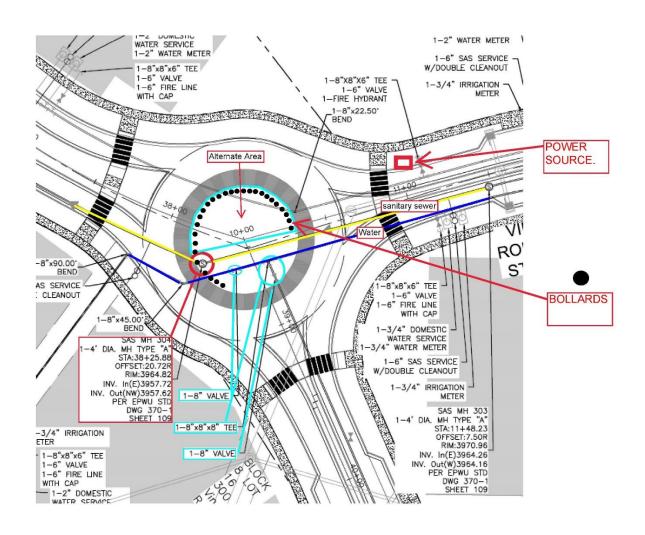


HQ24-2946|Trans#527239|P&I Amended Montecillo – Roundabout RTA





 $\begin{array}{l} HQ24\text{-}2946|Trans\#527239|P\&I\\ Amended\ Montecillo-Roundabout\\ RTA \end{array}$ 



#### EXHIBITS B (Signs)



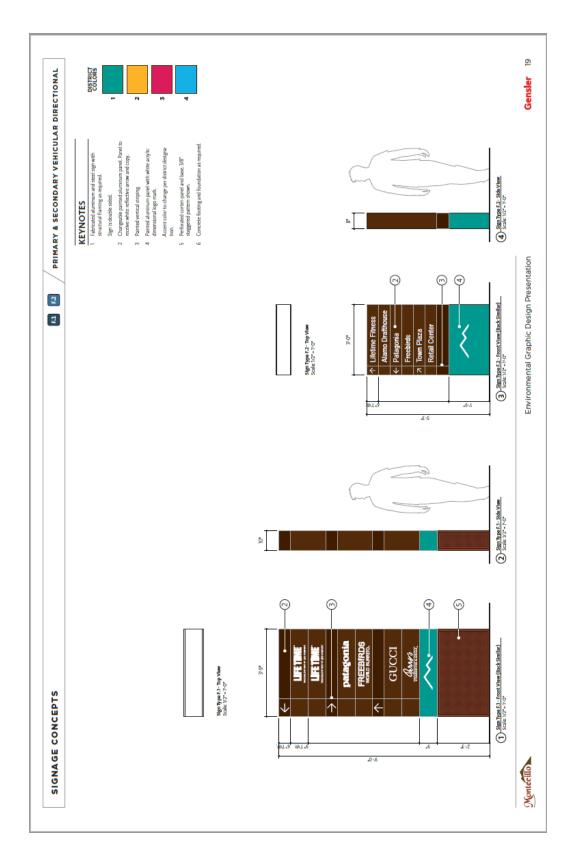


EXHIBIT C

HQ24-2946|Trans#527239|P&I Amended Montecillo – Roundabout RTA



ROMAN BUSTILLOS, P.E. President SERGIO J. ADAME, P.E. Vice President - Engineering AARON ALVARADO, R.P.L.S. Vice President - Surveying HECTOR MARTINEZ, P.E. Associate Partner TBPE Reg. No. F-737 TBPLS Reg. No. 101314-00

#### METES AND BOUNDS DESCRIPTION

A 0.0307 acre parcel situate within the City of El Paso, El Paso County, Texas as a portion of Vin Rambla Drive and Vin La Roda Drive Rights-of-Ways (variable widths) within Montecillo Unit Eleven as recorded in File No. 20180006139, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

**COMMENCING** at a city monument found at the roundabout radius point of Vin Rambla Drive (variable width) and Vin La Roda Drive (variable width), **WHENCE**, a city monument found at the intersection of said Vin Rambla Drive and Vin Morella Way (47 feet wide) bears, North 56°12'14" West, a distance of 682.23 feet; **THENCE**, leaving said roundabout radius point, North 01°27'31" East, a distance of 20.65 feet to a point for the beginning of a non-tangent curve to the right and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, along the arc of a curve to the right having a radius of 20.65 feet, a central angle of 360°00'00" and an arc length of 129.72 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.0307 acres (1,339.0 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

This metes and bounds description accompany a plat of survey with the same date and was prepared for a City of El-Paso Special Privilege Application process.

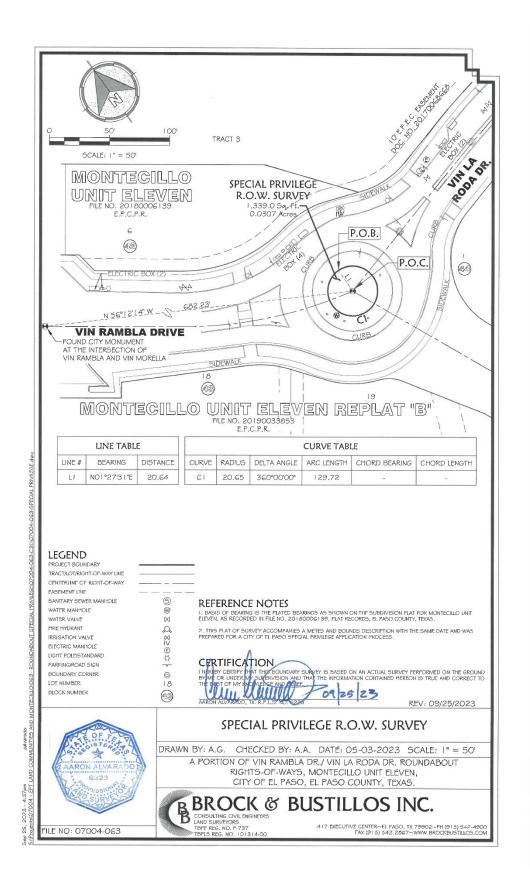
Aaron Alvarado, TX R. P. L. S. No. 6223

Date: September 25, 2023

07004-063-ROUNDABOUT-DESC-REVISED.doc



417 Executive Center Blvd. • El Paso, Texas 79902 • P - (915) 542-4900 • F - (915) 542-2867 • www.brockbustillos.com

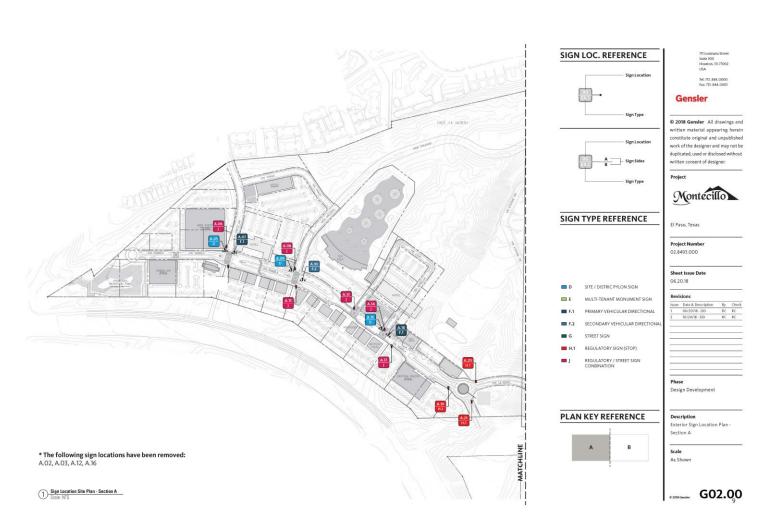


HQ24-2946|Trans#527239|P&I Amended Montecillo – Roundabout RTA

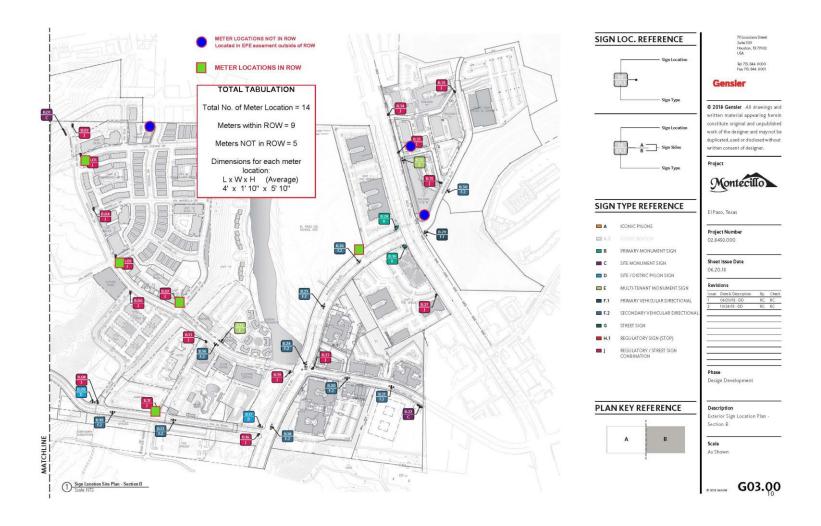
# EXHIBIT D Montecillo /// Lous has Street Suite 300 Houssan, IX //002 USA Id //S 844,0000 Faz. 713, 844,0000 SIGN TYPE REFERENCE SIGN LOC. REFERENCE PLAN KEY REFERENCE DO CONT TO MATCHLINE

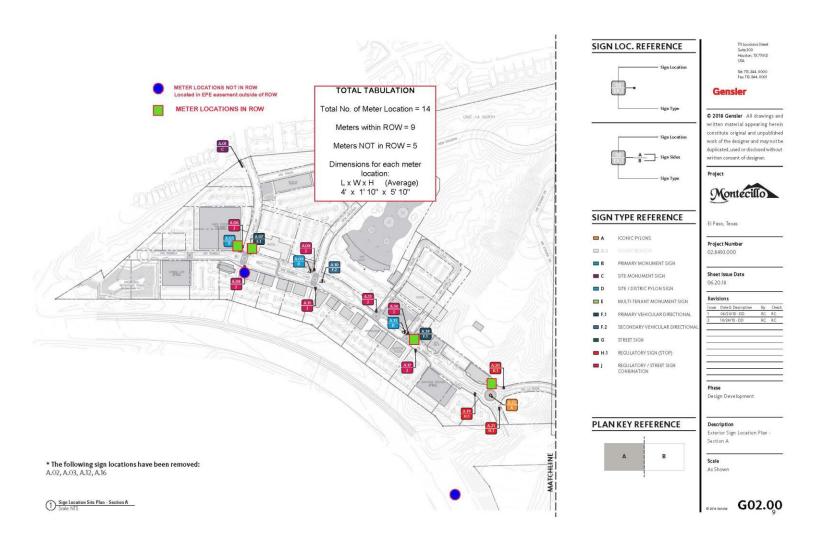
 $\begin{array}{l} HQ24\text{-}2946|Trans\#527239|P\&I\\ Amended\ Montecillo-Roundabout\\ RTA \end{array}$ 

Page 27 of 29



HQ24-2946|Trans#527239|P&I Amended Montecillo – Roundabout RTA





HQ24-2946|Trans#527239|P&I Amended Montecillo – Roundabout RTA

## 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

**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:**

other award that council will vote on.

Full Name	Richard Aguilar		
Business Name	EPT Montecillo I-10 Development, LLC		
Agenda Item Type	DIDINANCE - SPECIAL PRIVILEGE LICENSE - MONTECILLO		
Relevant Department			

DISCIOS	ure Annimation. Flease check the appropriate box below to indicate whether you have made campaign
contribu	tions 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 <b>NOT</b> 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	
$\checkmark$	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	110/0880 S	
District 1	Brian Kennedy	\$1,000
District 2	压器	7 36 60
District 3	148	8/0/
District 4		025/,//
District 5	Isabel Salcido	\$4,000
District 6	Art Fierro	\$1,000
District 7	Henry Rivera	\$1,500
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: _	Date: 6.2/.2024
oly lature.	Date.

# El Paso, TX

# Legislation Text

File #: 24-887, Version: 1

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

## **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

## **All Districts**

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

#### AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to execute a guitclaim (tax resale) deed conveying all right, title and interest to Ignacio Villanueva Macias, to the following and described parcel:

Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas.

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

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

AGENDA DATE: July 16, 2024

**PUBLIC HEARING DATE: July 30, 2024** 

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

**DISTRICT(S) AFFECTED: All Districts** 

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

## SUBJECT:

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Ignacio Villanueva Macias, to the following and described parcel:

Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas.

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

## **BACKGROUND / DISCUSSION:**

The property being sold is referred to as a "struck off" property because it was bid off to the City at a tax sale when no bids were received. An offer has been made to purchase the properties for the full amount of the opening bid at the time of sale.

Taxpayer was provided Contribution and Disclosure Forms in accordance with Ordinance No.019581.

### PRIOR COUNCIL ACTION:

Council has considered this type of item previously.

### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ✓ YES \_\_NO

PRIMARY DEPARTMENT: Tax Office SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD: Wain O Papillas

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

Revised 04/09/2021 438

ORDINANCE NO.	

**AN ORDINANCE** authorizing the City Manager to execute a Quitclaim (Tax Resale) deed conveying all right, title and interest in real property described as Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas, to **Ignacio Villanueva Macias**, in accordance with Section 34.05(h) of the Tax Code.

Whereas, by Sheriff's Sale conducted on July 6, 1992, the below described property was struck off to the City of El Paso, (the "City") Trustee, pursuant to a delinquent tax foreclosure decree of the **168th Judicial District Court**, El Paso County, Texas; and

Whereas, the sum of <u>FOUR THOUSAND FIVE HUNDRED</u> and <u>00/xx Dollars</u> (\$4,500.00) has been tendered by **Ignacio Villanueva Macias** for the purchase of said property pursuant to Section 34.05(h)(2) of the Texas Tax Code.

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

That the City Manager is hereby authorized to execute a Quitclaim (Tax Resale) deed conveying to **Ignacio Villanueva Macias**, all of the right, title, and interest of the City of El Paso, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from any instrument that transfers an interest in Real Property before it is filed for record in the public records: your social security number or your driver's license number.

## TAX RESALE DEED

STATE OF TEXAS

 $\mathbf{X}$ 

X KNOW ALL MEN BY THESE PRESENTS

**COUNTY OF EL PASO** 

X

That the City of El Paso, Trustee, acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of said City, which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of \$4,500.00 cash in hand paid by

Ignacio Villanueva Macias 5689 Wyandat St. Denver, CO 80221

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Cause No. 90-5141**; in the district court of said county, said property being located in El Paso County, Texas, and described as follows:

## Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

ESTA VENTA SE LLEVA ACABO DE CONFORMIDAD CON LOS REQUISITOS JUDICIALES O ESTABLECIDOS POR LA LEY. EL CONDADO DE EL PASO Y EL DEPARTAMENTO DEL SHERIFF SOLO ACTUAN COMO VÍA DE INFORMACIÓN. LOS INTERESADOS HARAN OFERTAS SOBRE LOS DERECHOS, TÍTULO, E INTERESES, SI ES QUE LOS HAY, EN EL INMUEBLE OFRECIDO.

LA PROPIEDAD SE VENDE COMO ESTA, DONDE ESTA, Y SIN GARANTÍA ALGUNA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO NI EL DEPARTAMENTO DEL SHERIFF GARANTIZA O HACE ALGUNA REPRESENTACIÓN ACERCA DEL TÍTULO DE LA PROPIEDAD, SU CONDICIÓN, HABITABILIDAD, COMERCIALIZACIÓN, O SU ADECUACIÓN PARA ALGÚN PROPÓSITO EN PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES SE ASUME QUE UN LOTE DE 5 ACRES O MENOS ES PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE AGUA O SERVICIO DE DESAGÜE, LA PROPIEDAD NO CALIFICA PARA USO RESIDENCIAL. EL POSIBLE COMPRADOR QUE QUIERA MÁS INFORMACIÓN DEBERÁ HACER MÁS INDAGACIONES O CONSULTAR CON UN ABOGADO PRIVADO.

IN TESTIMONY WHEREOF the City executed this day of	of El Paso, Trustee has caused these presents to be, 20
	CITY OF EL PASO, TRUSTEE
	By: Printed Name: Cary Westin
ACKN	Interim, City Manager
STATE OF TEXAS	X
COUNTY OF EL PASO	X
	edged before me on this day of by Cary Westin, Interim, City Manager, of the City
	Notary Public, State of Texas Commission Expires:
After recording return to:	
Ignacio Villanueva Macias 5689 Wyandat St. Denver, CO 80221	

# El Paso, TX

# Legislation Text

File #: 24-993, 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 Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (915) 212-0094

#### AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to execute a First Amendment to that certain Subrecipient Agreement dated January 31, 2023 by and between the City of El Paso and the Better Business Bureau Foundation El Paso ("BBB"), a 50l(c)(3) non-profit organization, to revise the funding amount and increase it by \$140,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B" of the agreement.

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

AGENDA DATE: July 30, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Tamayo, 915-212-1617

Karina Brasgalla, 915-212-0094

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

## SUBJECT:

Discussion and action on a Resolution authorizing the City Manager to execute a First Amendment to that certain Subrecipient Agreement dated January 31, 2023 by and between the City of El Paso and the Better Business Bureau Foundation El Paso ("BBB"), a 50l(c)(3) non-profit organization, to revise the funding amount and increase it by \$140,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B."

#### **BACKGROUND / DISCUSSION:**

The American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion stimulus bill passed by the US Congress and signed by President Joe Biden in March of 2021. The bill was a response to the COVID-19 Pandemic and sought to speed the United States' recovery by addressing both the health and economic impacts of the pandemic. The City of El Paso received \$154,365,135 from the ARPA bill and on May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

On January 31, 2023, the BBB finalized an agreement with the City of El Paso under ARPA securing \$1,435,522.24 in funding. This allocation was designated to launch several initiatives, such as maintaining the small business resource clearinghouse through EPBUSINESS STRONG, promoting local businesses via the BUY EL PASO website and social media, and hosting SizeUP; a business intelligence tool available on the EPBUSINESS STRONG website. Additionally, the Better Business Bureau implemented the El Paso Small Business Rewards Program using QR Code Technology, aimed at accelerating recovery, bolstering resilience, and fostering sustainability among local businesses.

This amendment will provide an additional \$140,000 to extend support for BUY EL PASO and transition the rewards program to Bludot Open Rewards, a turnkey rewards program designed to stimulate local economies by incentivizing consumers to shop locally, with no obligation or administrative burden on local businesses. Through the app, consumers earn and redeem rewards when they shop at eligible businesses within the community, ensuring all invested monies stay within the local economy.

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

#### PRIOR COUNCIL ACTION:

Better Business Bureau American Rescue Plan Act (ARPA) Agreement was approved on January 31, 2023 **AMOUNT AND SOURCE OF FUNDING:** 

American Rescue Plan Act (ARPA) Funding

HAVE ALL AFF	ECTED DEPAR	TMENTS BEEN	NOTIFIED?	X YES	NO

**PRIMARY DEPARTMENT:** Economic and International Development **SECONDARY DEPARTMENT:** 

# **DEPARTMENT HEAD:**

My

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

## 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. A person making a contribution, including the contributor's spouse. "Contributor" "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	
Business Name	
Agenda Item Type	
Relevant Department	

(	contributions or do	ation: Please check the appropriate box below to indicate whether you have made campaign nations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) fice specified in Section 2.92.080 of the El Paso Municipal Code.
	City Cou	OT made campaign contributions or donations totaling an aggregate of \$500 or more to any noil member(s) during their campaign(s) or term(s) of City office, as specified in Section of the El Paso Municipal Code.
	OR	
	1. 1	ade campaign contributions or donations totaling an aggregate of \$500 or more to the following ncil member(s) during their campaign(s) or term(s) of City office:
	OFFICE	CURRENT COUNCIL MEMBER NAME AMOUNT (\$)
	Mayor	10/0880 880
	District 1	W & 1
	District 2	7 9 5

District 3

District 4

District 5

District 6

District 7

Signature:

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.

Date: 7-11-2024

### RESOLUTION

WHEREAS, on January 31, 2023, the City of El Paso and the Better Business Bureau Foundation El Paso ("BBB"), a 501(c)(3) non-profit organization, entered into a Subrecipient Agreement to administer ARPA Act funds to implement the EPBusiness Strong and the Buy El Paso Program and implement the El Paso Small Business Rewards Program ("Agreement"); and

**WHEREAS**, the Agreement may be amended from time to time under the provisions of Section 7.13 of the Agreement; and

**WHEREAS**, the parties desire to amend to the Agreement to revise: the funding amount and increase it by \$140,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B."

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

That the City Manager be authorized to execute a First Amendment to that certain Subrecipient Agreement dated January 31, 2023 by and between the City of El Paso and the Better Business Bureau Foundation El Paso ("BBB"), a 501(c)(3) non-profit organization, to revise the funding amount and increase it by \$140,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B."

, 20 .

day of

	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	2/12/
Oscar Gomez	Karina Brasgalla, Interim Director
Assistant City Attorney	Economic & International Development

**APPROVED** this

TH	E STATE OF TEXAS )	FIRST AMENDMENT
	)	TO A SUB-RECIPIENT AGREEMENT
CO	OUNTY OF EL PASO )	[ARPA-Economic Impacts]
	day of20	ertain Subrecipient Agreement ("Amendment") is made this, by and between the CITY OF EL PASO, a home-rule tisting under the laws of the State of Texas ("CITY"), and
	• •	<b>l Paso</b> , a 501(c)(3) a non-profit organization ("BBB," "Sub-
	cipient," or "Contractor").	<b>1 r aso</b> , a 501(c)(5) a non-profit organization ( <b>BBB</b> , Sub-
	reement to administer ARPA Act fur to Program and implement of the El	23, the CITY and BBB entered into a Subrecipient ands to implement the EPBusiness Strong and the Buy El Paso Small Business Rewards Program ("Agreement");
		ay be amended from time to time under the provisions of
	, 1	to amend the Agreement to revise: the funding amount and f Work listed as Attachment "A," and the Budget listed
		sideration of the mutual benefits and promises contain le consideration, the receipt and sufficiency of which is to agree as follows:
1.	The 1st sentence of Section <b>3.1</b> I as follows:	PAYMENT TO SUB-RECIPIENT is to be revised to read
		the Sub-Recipient an amount not to exceed \$1,575,522.24 for eformed pursuant to this Agreement.
2.	<b>Attachment</b> "B" in Section <b>3.1</b> I revised Budget.	PAYMENT TO SUB-RECIPIENT is to include the
3.	Attachment "A" in Section 3.2 revised Scope of Work.	SUB-RECIPIENT'S SERVICES is to include the
4.	Except as amended herein, the A	greement between the CITY and BBB shall remain in

(Signatures begin on the following page)

full force and effect.

IN WITNESS WHEREOF, the parties have , 20 .	e hereunto set their hands this day of
	THE CITY OF EL PASO:
	Cary Westin Interim City Manger
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Oscar Gomez Assistant City Attorney	Karina Brasgalla, Interim Director Economic and International Development

(Signatures Continue on Following Page)

CI	TID	D	17		DI		N.T	T.
SU	<b>D</b> -	·K	Ľ	C.	m	LL	IN	

Better Business Bureau., a Texas non-profit organization

By: My Muth Tumpar
Name: Elizubeth Terrazas

Title: Premident ? CEO

## **ACKNOWLEDGEMENT**

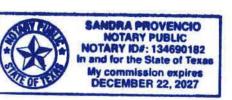
THE STATE OF TEXAS

**COUNTY OF EL PASO** 

This instrument was acknowledged before me on this 12+0 day of JUIY, 20 24 by E124 NOW TENGLOS, PROJUCT CED (title) of the Better Business

Bureau, a Texas non-profit organization.

My commission expires: 12 1212027



# ATTACHMENT "A" (SCOPE OF WORK)



## May 30, 2024

# SCOPE of WORK Buy El Paso and Buy El Paso/BluDot Rewards Program

#### INTRODUCTION

The City of El Paso is working to support and promote the success of its smaller businesses to continue to build a strong local economy. Since 2020, it has worked with the Better Business Bureau El Paso ("BBB") to encourage a community mindset to 'buy local' with its successful **Buy El Paso** program. The program has promoted hundreds of small businesses that otherwise may not have the ability to get the exposure they need to succeed. It also works to educate the community on the positive economic and cultural impact of supporting locally owned businesses and reinforces 'buying local' behavior through social media, contests, and promotions. These contests and promotions have served to support the local economy and the art community.

The City Economic Development Team ("the City") and BBB have looked for additional ways to support local business and grow the economy. Its recent pilot program, Buy El Paso Rewards, looked to provide incentives to consumers to visit local businesses and empower small businesses with data derived from those consumer interactions. That pilot provided valuable insight to the habits and skills of El Paso businesses. In particular, small businesses need a program that does not add any additional work or process on their part. El Paso businesses are not unique in this respect. Over the last several years, small businesses have had to adapt to a changing marketplace, including adopting many new forms of technology, such as point of sale (POS) systems for their sales and record keeping. Understanding this, City staff and BBB researched opportunities that achieve the goal of fostering patronage of locally owned businesses with little to no burden on the businesses themselves and that can leverage the brand and goodwill of Buy El Paso Rewards.

## **Bludot Open Rewards**

Bludot Open Rewards is a turn-key rewards program that stimulates local economies by incentivizing consumers to shop local, with no obligation or administrative burden on local businesses. Using a Rewards app, the program lets consumers earn rewards when they

shop at eligible businesses within the community, and they can use the rewards they've earned at any other eligible businesses within that same community, which ensures all invested monies stay within the local economy. The City decides the appropriate percentage of rewards for purchases, funding (the amount to fund the rewards reimbursements to consumers), eligible businesses, and additional program parameters.

After research, demonstrations, and receiving testimonials from communities that have implemented Bludot Rewards,<sup>1</sup> the City and BBB are in agreement that the Bludot Rewards program complements Buy El Paso and can leverage the Buy El Paso Rewards goodwill and name recognition to be successful and stimulate the El Paso economy. Working together, the programs would continue the successful support and marketing provided to local small businesses, including 2024 and 2025 Buy El Paso Days, and infuse at least \$200,000 into the local small business economy via rewards.<sup>2</sup>

#### BENEFITS

- Offers a customizable, turnkey consumer rewards program that imposes no administrative burden on or required action from participating businesses.
- Automated business enrollment and directory buildout.
- Customer app available in English and Spanish.
- Incentivizes consumers to patronize locally owned small businesses, further reinforcing the "think local first" mentality.
- App functionality and administration/review of eligible rewards included with Bludot subscription, including fraud detection.
- All invested Rewards money stays within the El Paso economy (rewards can only be 'redeemed' at eligible El Paso businesses).
- Continues the popular and successful Buy El Paso program through July 2026.
- Creates opportunities to leverage other Buy El Paso programs, such as Buy El Paso Day.
- Ability to leverage Buy El Paso business and consumer contacts, mailing lists, etc.
- Positions City of El Paso in favorable light with businesses, local consumers, broader business community.

<sup>1</sup> Since launching in 2022, Bludot Open Rewards is live in 170 communities and 30 states across the country such as Indio, CA, and Arlington, VA, with over 85% of users indicating that it

has positively influenced their decision to shop local.

<sup>&</sup>lt;sup>2</sup> According to Bludot, "Every \$1 your city invests (100% stays in community) = \$20+ economic impact."

- Increases sales tax receipts from small businesses.
- Provides additional tool for City economic development team to demonstrate its support of local business, thereby positively impacting future relocation and expansion prospects.

## **CHALLENGES**

Research and testimonials from municipalities using the Bludot Rewards program are unanimously positive, with the only recognized challenge being early awareness and adoption. Fortunately, BBB's past experience provides guidance and best practices.

#### **BUDGET**

The current budget for Buy El Paso and Buy El Paso Rewards was planned to support local small businesses through January 2025. The proposed budget to continue Buy El Paso and Buy El Paso Rewards (incorporating the Bludot Rewards technology) would utilize existing budgeted funds and an additional amount of \$140,000 to continue the programs for 24 months (August 2024 through July 2026).

## **Budget Assumptions**

- Incorporates existing City of El Paso funding to support the Buy El Paso and Buy El Paso Rewards programs (funded under contract through January 2025) and extends the term of the programs, as amended, to July 2026.
- At least \$200,000 of budget is directly invested for reimbursable consumer rewards that must be redeemed for purchases at eligible El Paso businesses.
- Designed to cover all costs of the program, including enrolling up to 5,000 local businesses, and making the Rewards app available to consumers.
- Includes 2025-2026 SizeUp business research tool subscription renewal.

# Buy El Paso and Buy El Paso Rewards (Bluedot Technology) Program Extension Through July 2026

\$ 448,446.80	Projected Agreement balance (see below)
\$ 140,000.00	Addition to agreement
\$ 588,446.80	TOTAL
\$ (540,545.00)	8/1/24-7/31/26 program cost (see below)
\$ (47,901.80)	Admin. (see allowable below)
\$ _	Balance on 7/31/26

2 year

# Projected Agreement Balance on 8.1.24

Rewards	\$ 282,038.60
Curacubby	\$ 39,770.00
BBB Contracted Services	\$ 30,509.08
BPR Buy El Paso on 8/1/24	\$ 65,650.00
BBB on 8/1/24	\$ 30,479.12
Total balance on 8/1/24	\$ 448,446.80

# Program Costs 8/1/24-7/31/26 / 24 Months

Blu Dot

		2
subscript.	\$	40,640.00
marketing	\$	50,000.00
City Rewards Fund	\$	200,000.00
Blu Dot Rewards Total	\$	290,640.00
Buy EP	\$	170,400.00
2024 and 2025 Buy EP Days	\$	67,510.00
Buy EP Total	\$	237,910.00
Size Up 2025-2026	\$	11,995.00
8/1/24 to 7/31/26 Program Total	\$	540,545.00
Program Admin Calculati	on	
Original Agreement	\$	1,435,522.24
Amended Amount	\$	140,000.00
Total Program	\$	1,575,522.24
10% Program Admin	\$	157,552.22
Estimated Admin to have been paid on 8/1/24	\$	(109,520.88)
Maximum Admin Fee w/ Amendment	\$	48,031.34
Anticipated Allowable Admin Fee w/ Amendment	\$	47,901.80

## **TIMELINE**

Note: Due to nature of program, timeline contains several repetitive components. Upon approval and allocation of resources from City of El Paso and assuming an August 1, 2024, start:

## Q1 Aug., Sept., Oct. 2024

- Design business outreach and communication plans, to include methods and tools needed to effectively reach target business audiences and consumers at various stages of the roll-out.
- Determine parameters for
  - business eligibility
  - o consumer reward percentages, limits, expiration, and incentives
  - o rewards investment and timeline.
- Rewards landing page/directory designed.
- Bludot marketing materials identified and adapted to El Paso market.
- Plan Buy El Paso Day 2024.
- Promote use of SizeUp software tool with business community.

## Q2 Nov., Dec., Jan. 2024-5

- Launch Buy El Paso Rewards/Bludot program with press event.
- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Promote and execute Buy El Paso Day 2024.
- Plan Buy El Paso Valentines Day (or whatever spring holiday is chosen to celebrate with Buy El Paso promotions).
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

## Q3 Feb. March, April 2025

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Execute Buy El Paso Valentines Day (or whatever spring holiday is chosen to celebrate with Buy El Paso promotions)
- Evaluate program success/shortfalls and address.

- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

## Q4 May, June, July 2025

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Buy El Paso summer features.
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

## Q5 Aug., Sept., and Oct. 2025

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Plan Buy El Paso Day 2025.
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

## Q6 Nov., Dec., and Jan. 2025-6

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Promote and execute 2025 Buy El Paso Day.
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

## Q7 Feb., March, April 2026

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Execute Buy El Paso Valentines Day (or whatever spring holiday is chosen to celebrate with Buy El Paso promotions).
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Announce remaining terms/plans for conclusion/evolution of Buy El Paso Rewards.
- Promote use of SizeUp software tool with business community.

## Q8 May, June, July 2026

- Finalize and communicate remaining terms/plans for conclusion/evolution of Buy El Paso Rewards.
- Ensure all funds are expended according to contract and provide accounting.

### **EVALUATION**

Monthly status reports on meeting timeline and rewards redemption to be provided to the City of El Paso. Program marketing materials will be included in monthly invoices/reports.

#### WHO

#### **Better Business Bureau El Paso**

BBB El Paso has helped build better businesses since 1954 and is a trusted resource for any business or consumer. With over 90% of BBB Accredited Businesses having less than 25 employees, BBB understands the unique needs, challenges, and opportunities of small businesses. In addition to over 1600 members, BBB El Paso has

- database with over 22,000 local businesses;
- robust social media and public relations program; and
- over 25,000 visitors each month to bbb.org/elpaso.

In 2020, working with the City of El Paso, BBB developed and implemented a "Buy Local/Buy El Paso" marketing initiative that has ignited more spending in the El Paso economy and supports smaller businesses, microenterprises, and independent contractors.

#### Bludot

Bludot is a technology company offering cloud-based software solutions for local governments' economic development teams. Born out of a 16-week partnership inside of a customer's city hall, Bludot is purpose- built to meet the needs of any community's economic development efforts. Bludot's software suite includes three core products: Bludot CRM, Bludot Open Business Directory and Open Rewards.

Open Rewards is a community-wide rewards program that stimulates local economy by incentivizing consumers to shop local. The program lets consumers earn a percentage of rewards when they shop at the eligible businesses within the community, and they can use the rewards they've earned at any other eligible businesses within that same community. The community program administrators may decide the appropriate percentage of rewards, funding, eligible businesses and additional program parameters. Since launching in 2022, Open Rewards is live in communities across the country such as Indio, CA and Arlington, VA with over 85% of users indicating that it has positively influenced their decision to shop local.

#### ADDITIONAL RESOURCES

<u>SizeUp</u> business intelligence software for local businesses and entrepreneurs to research the start, growth, and expansion of local businesses will be available at no cost and promoted to local businesses and community.

# ATTACHMENT "B" (BUDGET)

# Better Business Bureau (BBB)

Be specific. Include funding source, and contact person and phone number for purposes of verification.

Funding Source	Contact Person and Phone or Email		Budget Year 2022-2024
Other Federal Funds (please itemize)			
Other State & Local Government Funds (please itemize)			
Private Funds (please itemize)			
, and the second			
	_		
	-		
Total Project Income		\$ -	\$ -

# Agency Name: Better Business Bureau (BBB)

	1			
Line Item Expense Category			Total	Budget
Salaries			\$	-
Fringe benefits			\$	-
Contract services			\$	528,550.00
Rent				
Communications				
Utilities & occupancy expenses			\$	-
Equipment rental & maintenance			\$	1
Equipment purchases			\$	-
Mileage reimbursements			\$	1
Postage & shipping			\$	
Printing & publications			\$	
Supplies			\$	1
Local conferences & meetings			\$	
Insurance			\$	1
Travel - long distance			\$	-
Other Expenses				
Administrative Fee			\$	47,901.80
Size-Up			\$	11,995.00
Total Project Expenses	\$ -	\$ -	\$	588,446.80

# **Better Business Bureau (BBB)**

You must include <u>all staff</u> that will work on the project. The total on this page must correspond to the total on Expense Summary

must correspond to the total on Expense Summary.							
	Total Project Budget						
		Months	Avg Monthly				
Position Title	FTE	Employed	F/T Salary	<b>Total Cost</b>			
			_				
	F	Positions					
Total Funded Salaries	0.00			\$ -			

# Better Business Bureau (BBB)

# Agency Name:

You must include expenses for <u>all staff</u> that will work on the project.

The total on this page must correspond to the total on Expense Summary.

		Total Proje	ect Budget
Payroll-based Costs	Benefit Rate	Salary Base	Total Cost
Fringe Benefits	9.2500%		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Employee-based Costs	Covered Staff	Cost per Employee	Total Cost
			-
			\$ - \$ -
			\$ -
			\$ -
			\$ -
Other Benefits			
(please itemize)	Basis for	Estimate	Total Cost
	Months	Amount	
			•
			\$ - \$ -
			\$ -
			\$ -
			-
			-
Total Benefits			-

### **Better Business Bureau (BBB)**

You must include all <u>PARTNERS OR CONTRACTORS</u> that will work on the project. Provide clear description of services to be provided and the rate at which the consultant will be paid. Any consultant that will be performing services for this project and receiving \$5,000 or more funds as part of this budget that will be performing services for this project and receiving \$5,000 or more funds as part of this budget is considered to be a "partner". A "Partner Supplement" must be provided for each partner sharing funds and responsibility for this project. The City's prior written approval will be required for any changes exceeding 10% within the consultants' line item. The

		Total Project Budget					
Partners / Contractors	Services Provided & Costing Methods	Units		Rate		Total Cost	
BluDot							
Subscript.		2.00	\$	20,320.00	\$	40,640.00	
Marketing		2.00	\$	25,000.00	\$	50,000.00	
City Rewards Fund		2.00	\$	100,000.00	\$	200,000.00	
Barracuda							
Buy El Paso		2.00	\$	85,200.00	\$	170,400.00	
2024 and 2025 Buy EP Days		2.00	\$	33,755.00	\$	67,510.00	
Total Contractual					\$	528,550.00	

# **Better Business Bureau (BBB)**

Agencies purchasing equipment with ARPA funds must demonstrate that they are NOT on a flood plain or provide a copy of valid flood insurance covering the life of the grant.

		Total Project Budget					
Occupancy Costs	Months	Monthly Rate	Total Cost				
Rent/lease costs							
Communications							
Utilities							
Electric service							
Natural gas service							
Water & sewer service							
Other occupancy costs							
Equipment Rental & Maintenance	Basis f	or Estimate	Total Cost				
			\$ -				
			\$ -				
			\$ -				
			\$ -				
Equipment Purchases	Basis f	or Estimate	Total Cost				
			\$ -				
			\$ -				
			\$ -				
			\$ -				
Total Occupancy & Equipment			\$ -				

#### Better Business Bureau (BBB)

Use this page to provide information on any line item not included in the previous Supporting Schedules. You must include all applicable expenses for the project. The totals on this page should correspond to the totals on Expense Summary. The total of Supporting Schedules 1-5 must match Project Budget. List only and all line items on Project Budget that are not covered on any previous Supporting Schedules. Give details for any expense that Economic Development is asked for \$500+ in funds.

				То	tal Project Bud	get						
Item Description	Basis f	or Estim	ate		-				Total Cost			
Item Description	Unit		Amount						Total Cost			
Mileage reimbursements								\$	-			
Postage & shipping								\$	-			
Printing & publications								\$	-			
Supplies								\$	-			
Local conferences								\$	-			
Insurance												
General liability												
Professional liability												
D & O liability												
Auto liability												
Property & casualty												
Fidelity bonding												
Other insurance												
Travel (long distance)												
air fares												
ground transport												
meals & lodging												
Other Expenses (please itemize)												
Administrative Fee	%	Ame	ended Program Total	Ma	ax Admin Fee	Adn	nin Fee Paid	Rema	aining Admin Fee			
	10%	\$	1,575,522.24	\$	157,552.22	\$	109,520.88	\$	47,901.80			
	Unit		Amount									
Size-Up	1	\$	11,995.00					\$	11,995.00			
Total Supplemental Items								\$	59,896.80			

Agency Name:	Bet	ter Business Bure	au (BBB)		
Public Services Application: Site Breakdown for Multi-Site Projects					
Name of Site (Activity)*  (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	ARPAFunds Total	Outside Funds	Total Site Cost	Units of Service
1					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
2					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
3					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
4					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
5					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
6 Line item 4 (av. Calariae)					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
Line item 1 (ex. Salaries) Line Item 2					
Line Item 3					
Line Item 4		\$0	Φ.	1 00	<b></b>
*If more than one activity will be at the	same address, list the activity in paren				
	same address, list the activity in paren	uneses. FOF EXA	imple, Community	center (Couns	enng) and
"Community Center (Food Drive).					
	Pag	ge 8 of 9			
*** Add lines for more line items and s	itoo oo noodod				

# ECONOMIC DEVELOPMENT RESPONSE + RECOVERY PUBLIC SERVICES FUNDING UNIT OF SERVICE DATA

AGENCY LEGAL NAME: El Paso of Chamber of Commerce Foundation (AS APPEARS ON CURRENT ARTICLES OF INCORPORATION)

PROJECT TITLE: Project Name: Business Retention and Expansion

Please provide your definition of the Unit of Service to be provided by the project. (*Units of Service must be defined in measurable time-based terms; such as one hour, one 3 hour session, one 24 hour day*).

How did you arrive at the number of units for the project? Please describe the rationale or formula used to determine the total number of units of service.

Complete information for current year, even if Economic Development is not currently funding the project.

Current Year FYE22	City Portion	Total Project
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients reported		

Budget Year FYE23	City Portion	Total Project
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients to be reported		

### 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. A person making a contribution, including the contributor's spouse. "Contributor" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in "Donation" 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	
Business Name	
Agenda Item Type	
Relevant Department	

contributions or do	ation: Please check the appropriate box below to indicate whether you have made campaign nations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) ffice specified in Section 2.92.080 of the El Paso Municipal Code.
City Cou	OT made campaign contributions or donations totaling an aggregate of \$500 or more to any ncil member(s) during their campaign(s) or term(s) of City office, as specified in Section of the El Paso Municipal Code.
OR	
1. 1	nade campaign contributions or donations totaling an aggregate of \$500 or more to the following uncil member(s) during their campaign(s) or term(s) of City office:
OFFICE	CURRENT COUNCIL MEMBER NAME AMOUNT (\$)
Mayor	110/280/880/
District 1	W & - 20 D
Dietrict 2	7

Mayor	100000000000000000000000000000000000000
District 1	W & D
District 2	T 3 S
District 3	148 20
District 4	130000000000000000000000000000000000000
District 5	
District 6	TRY AS
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: _	Mizum Muyar	Date: 7-11-7024

### El Paso, TX

### Legislation Text

File #: 24-1001, 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 Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (915) 212-0094

### AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and LiftFund, providing \$200,000 to LiftFund to administer ARPA Act funds for the continuation of the Interest Buy-Down Program to small businesses affected by the COVID-19 pandemic.

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

AGENDA DATE: July 30, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Tamayo, 915-212-1617

Karina Brasgalla, 915-212-0094

**DISTRICT(S) AFFECTED:** All

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

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

### **SUBJECT:**

Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and LiftFund, providing \$200,000 to LiftFund to administer ARPA Act funds for the continuation of the Interest Buy-Down Program to small businesses affected by the COVID-19 pandemic.

### **BACKGROUND / DISCUSSION:**

The American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion stimulus bill passed by the US Congress and signed by President Joe Biden in March of 2021. The bill was a response to the COVID-19 Pandemic and sought to speed the United States' recovery by addressing both the health and economic impacts of the pandemic. The City of El Paso received \$154,365,135 from the ARPA bill and on May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

LiftFund (LF). а non-profit Community Development Financial Institution (CDFI) Community Development Corporation (CDC), was founded in 1994 to level the financial playing field for underestimated entrepreneurs. By providing small business loans and technical support, LiftFund empowers diverse, hard-working entrepreneurs, achieving a 96% repayment rate and a \$14 economic return for every \$1 lent. They partner with community leaders, lending institutions, and governments to create a robust support network. LiftFund operates in 15 states, offering various loan products and free consultation services. Their mission is to provide credit and services to small businesses lacking commercial loan access, fostering a community of shared success through entrepreneurship.

LiftFund will implement the El Paso Small Business Interest Buydown Program. This initiative aims to provide access to affordable capital at a 2% interest rate for small businesses within El Paso city limits. By subsidizing a portion of the interest payments on qualifying business loans, up to \$100,000, the program reduces overall interest rates and monthly loan payments for eligible small businesses. This will alleviate financial strain, stimulate economic growth, enable reinvestment, increase hiring, and support the local economy. The interest buy down program ensures small businesses have the financial support needed to thrive and sustain long-term success.

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

### PRIOR COUNCIL ACTION:

Project Vida American Rescue Plan Act (ARPA) Agreement was approved on January 31, 2023.

### **AMOUNT AND SOURCE OF FUNDING:**

American Rescue Plan Act (ARPA) Funding

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Economic and International Development

Revised 04/09/2021

*********	REQUIRED AUTHORIZATION************************************
DEPARTMENT HEAD:	
(If Department Head Summary For	rm is initiated by Purchasing, client department should sign also)

### RESOLUTION

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

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

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

WHEREAS, the City desires to enter into a Subrecipient Agreement with LIFTFUND INC. ("LiftFund"), a Texas non-profit organization, whereby LiftFund will administer ARPA Act funds for the continuation of the <u>Interest Buy-Down Program</u> to small businesses affected by the COVID-19 pandemic; and

WHEREAS, the City's expenditure under this Agreement is, in the reasonable judgement of the City Council, a necessary expenditure incurred due to the public health emergency with respect to COVID-19, and which was not accounted for in the budget most recently approved as of the date of enactment of this section for the City; and

**WHEREAS**, the City's expenditure under this Subrecipient Agreement is related to the provision of grants to reimburse small businesses for the costs of business interruptions caused by required COVID-19 closures.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

1

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

That the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and LiftFund, providing \$200,000 to LiftFund to administer ARPA Act funds for the continuation of the <u>Interest Buy-Down Program</u> to small businesses affected by the COVID-19 pandemic.

APPROVED this day of	, 2024.
	CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Juan S. Gonzalez	Karina Brasgalla, Interim Director Economic & International Development
Senior Assistant City Attorney	Economic & international Development

THE STATE OF TEXAS ) COUNTY OF EL PASO )	SUB-RECIPIENT AGR [ARPA – Economic I		
This Sub-Recipient Agreemen	t ("Agreement") is made this	day of	, 20
by and between the CITY OF EL PA	SO, a municipal corporation org	anized and existing	under the laws
of the State of Texas, hereinafter refe	erred to as the "CITY", and the	LIFTFUND INC	, a Texas non-
profit organization ("Sub-Recipient"	or "Contractor").		

#### RECITALS

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

WHEREAS, such funding may be used to provide loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees and mortgage, rent, utility, and other operating costs; and technical assistance, counseling or other services to support business planning; or other assistance as identified in the Final Rule to support impacted and disproportionately impacted small businesses; and

WHEREAS, the CITY intends to engage the Sub-Recipient to support the continuation of the <u>Interest Buy-Down Program</u> to small businesses affected by the COVID-19 pandemic; and hereinafter referred to as the "Scope of Work" or "Project", as further described in Attachment "A"; and

**NOW, THEREFORE,** for the consideration set forth in this Agreement and its attachments, the CITY and Sub-Recipient agree as follows:

### ARTICLE I. ATTACHMENTS

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Work (Project)
Attachment "B"	Budget
Attachment "C"	Insurance Certificates / Certifications
Attachment "D"	Additional Terms & Conditions (ARPA)

### ARTICLE II. PROJECT

2.1 The CITY hereby agrees to retain the Sub-Recipient and the Sub-Recipient agrees to perform the services contemplated in the for the Project. The Project shall consist of the Sub-Recipient's completion of the Scope of Services as further described in **Attachment "A"**.

2.2 During the term of this Agreement, Sub-Recipient will establish a contractual obligation to provide support services, as reasonably needed, at a business support center to be identified by CITY. Said business support center will be located within the geographic boundaries of the City of El Paso.

Sub-Recipient acknowledges that they will not be the exclusive support services provider; but will cooperate and support the CITY's efforts at the business support center through the Sub-Recipient's participation and providing various metrics as may be requested by the City.

### ARTICLE III. SUB-RECIPIENT FEES AND PROJECT BUDGET

**3.1 PAYMENT TO SUB-RECIPIENT.** The CITY shall pay to the Sub-Recipient an amount not to exceed \$200,000 for all services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Sub-Recipient shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Budget attached to this Agreement as **Attachment "B"**.

- **3.2 SUB-RECIPIENT'S SERVICES.** The Services to be provided by the Sub-Recipient for this Agreement are attached hereto as **Attachment "A"**.
- **3.3 SUB-RECIPIENT'S INVOICES.** The Sub-Recipient shall bill the CITY not more often than monthly, through written invoices. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.
- **3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Sub-Recipient, the current invoiced amount and the amount billed to date.
- **3.3.2** The CITY agrees to pay invoices for all services performed as soon as reasonably possible but **not later than thirty (30) days** from receipt. Upon dispute, however, the CITY may, upon notice to the Sub-Recipient, withhold payment to the Sub-Recipient for the amount in dispute only, until such time as the exact amount of the disputed amount due the Sub-Recipient is determined. The total amount paid to Sub-Recipient shall not exceed Sub-Recipient's fee proposal, except by written amendment to this Agreement, executed by both parties.

### ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- **4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the execution by all parties to this Agreement. The Sub-Recipient shall complete the requested services in accordance with the timeline(s) and schedule(s) outlined in **Attachment "A"**.
- **4.2 TERMINATION.** This Agreement may be terminated as provided herein.

- **4.2.1 TERMINATION BY CITY.** It is mutually understood and agreed by the Sub-Recipient and CITY that the CITY may terminate this Agreement, in whole or in part for the convenience of the CITY, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Sub-Recipient shall cease the performance of services under this Agreement. Upon such termination, the Sub-Recipient shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the CITY's notice of termination. CITY shall compensate Sub-Recipient in accordance with this Agreement; however, the CITY may withhold any payment to the Sub-Recipient that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the CITY is determined. Nothing contained herein, or elsewhere in this Agreement shall require the CITY to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
- **4.2.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Sub-Recipient and CITY that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the CITY retains the right to immediately terminate this Agreement for default if the Sub-Recipient violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the CITY pursuant to this subsection, the CITY may withhold payments to the Sub-Recipient for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the CITY is determined.
- **4.2.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract. Sub-Recipient agrees that the Contract can be terminated if the Sub-Recipient or any of its vendor(s) knowingly or intentionally fails to comply with a requirement of that subchapter.
- **4.2.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

### ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Sub-Recipient shall procure and maintain insurance coverage as required herein and attached in Attachment "C". Sub-Recipient shall not commence work under this Agreement until the Sub-Recipient has obtained the required insurance and such insurance has been approved by the CITY. The Sub-Recipient shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS' COMPENSATION INSURANCE.** The Sub-Recipient shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Sub-Recipient's employees to be engaged in work under this Agreement. The Sub-Recipient shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the CITY, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Sub-Recipient shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Sub-Recipient and the Sub-Recipient's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Sub-Recipient or by anyone directly or indirectly employed by the Sub-Recipient. The minimum limits of liability and coverages shall be as follows:

### a) <u>Commercial General Liability</u>

\$1,000,000.00 Per Occurrence \$1,000,000.00 Products/Completed Operations \$1,000,000.00 Personal and Advertising Injury

- b) <u>AUTOMOBILE LIABILITY</u> Combined Single Limit \$1,000,000.00 per accident
- **5.1.3 OWNER AS ADDITIONAL INSURED.** The CITY shall be named as an Additional Insured on all of the Sub-Recipient's Insurance Policies, with the exception of Workers' Compensation required by this Agreement.
- **5.1.4 PROOF OF INSURANCE.** The Sub-Recipient shall furnish certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.
- **5.1.5 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "C"**. All certificates shall also include the name of the project on the corresponding insurance certificate.
- 5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND CITY, AND CITY'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSULTANTS, SUBCONSULTANTS, VENDORS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT,

ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR, VENDOR, OR SUPPLIER COMMITTED BY SUB-RECIPIENT OR SUB-RECIPIENT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE SUB-RECIPIENT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

TO THE EXTENT ALLOWED BY STATE LAW, THE CITY WILL BE RESPONSIBLE FOR ITS OWN ACTIONS.

### ARTICLE VI. [RESERVED]

### ARTICLE VII. GENERAL PROVISIONS

- 7.1 CONTRACT TIME. Sub-Recipient understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within Attachment "A".
- **7.2 ADDITIONAL TERMS AND CONDITIONS (ARPA).** Sub-recipient agrees to comply and adhere to all terms and conditions associated with the CITY's receipt of ARPA funds. For Sub-recipient's ease of reference links and references to the additional Terms and Conditions are attached to this Agreement as **Attachment D**.
- 7.3 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the concepts, design, and other documents prepared by the Sub-Recipient for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the CITY, who shall be vested with all common law and statutory rights. The CITY shall have the right to the use of the documents; provided however the Sub-Recipient shall have no liability for any use of one or more of the Instruments of Service by the CITY. The CITY shall have the consent of the Sub-Recipient, provided, however, the Sub-Recipient shall have no liability or responsibility for such use of the concepts, design, and other documents. The rights granted to the CITY herein for the use of the documents for additional projects shall not grant the CITY any right to hold the Sub-Recipient responsible for any subsequent use of the documents. The Sub-Recipient shall provide the CITY with copies of the Instruments of Service in both electronic form and, if applicable, in hard copy.
- **7.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Sub-Recipient's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the CITY in connection with the Sub-Recipient's work on this Project for the CITY and shall be open to inspection and subject to audit and/or reproduction by CITY's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Sub-Recipient's compliance with

contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where, Sub-Recipient's records have been generated from computerized data, Sub-Recipient agrees to provide CITY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The CITY or its designee shall be entitled, at its expense, to audit all of the Sub-Recipient's records related to this Project, and shall be allowed to interview any of the Sub-Recipient's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law or the additional Terms and Conditions referred to in Section 7.2 above. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Sub-Recipient's office hours) and places upon reasonable notice.

### 7.5 CONTRACTING INFORMATION

The Sub-Recipient must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Sub-Recipient will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Sub-Recipient on request of the City. On completion of this Contract, Sub-Recipient will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Sub-Recipient or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

- 7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the CITY and the Sub-Recipient, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
- **7.7 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.
- **7.8 GOVERNING LAW.** The Sub-Recipient shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.
- **7.9 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.
- **7.10 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.
- **7.11 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the CITY: The City of El Paso Attn: City Manager

P. O. Box 1890

El Paso, Texas 79950-1890

With a Copy to: The City of El Paso

Attn: Economic and International Development

P. O. Box 1890

El Paso, Texas 79950-1890

To the Sub-Recipient: LiftFund Inc.

President and CEO 2014 S. Hackberry St. San Antonio, Texas 78210

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

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

- **7.12 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.
- **7.13 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

### WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

	CITY: CITY OF EL PASO:
APPROVED AS TO FORM:  Juan S. Gonzalez Senior Assistant City Attorney	Cary Westin City Manager  APPROVED AS TO CONTENT:  Karina Brasgalla Interim Director, Economic and International Development
ACKNOW	LEDGMENT
THE STATE OF TEXAS \$ \$ COUNTY OF EL PASO \$	
This instrument was acknowledged before no Cary Westin, as Interim City Manager of the City	ne on this day of, 20, by of El Paso, Texas.
	Notary Public, State of Texas
My commission expires: /	·

(Signatures continue on the following page)

<u>SUB-RECIPIENT</u>: LIFTFUND INC., a Texas non-profit organization

Name: Adam Henson
Title: COO! CCRO

### **ACKNOWLEDGEMENT**

COUNTY OF EL PASO	§ §	1
This instrument was a by, Hum Hu organization.	acknowledged before me on this day of , 2027  MSCM, as W(X) + CCKO(title) of LiftFund Inc., a Texas non-pr	/ ofit



THE STATE OF TEXAS §

Notary Public, State of Texas

My commission expires:

### ATTACHMENT "A" (SCOPE OF WORK)

## American Rescue Plan Act (ARPA) Scope of Work (SOW) Guidelines

**PROGRAM NAME:** LiftFund - El Paso Interest Buy Down Program

**SUBRECIPIENT:** LiftFund Inc.

Laurie Vignaud

2014 S. Hackberry, San Antonio, Texas 78210

### Services listed in this SOW will be provided for the following periods:

• August 1, 2024

August 31, 2026

(If you are requesting funding for a specified number of years, please make sure you provide dates, by federal mandate the funds must be expended by December 31, 2026)

### PROGRAM DESCRIPTION

The El Paso Small Business Interest Buydown Program aims to provide access to affordable capital for small businesses operating within the El Paso city limits. The program works by subsidizing a portion of the interest payments on qualifying business loans with a maximum amount of \$100,000; effectively reducing the overall interest rate and monthly loan payments for eligible small businesses Additionally, the program supports the retention and creation of 30 jobs.

All loan applications are subject to LiftFund's underwriting and scoring criteria.

### **Loan Eligibility:**

- Loans are limited to businesses that are located within the City of El Paso city limits.
- Business can be a startup or an established (one that has been in operation for at least 6 months) business.
- Businesses that have applied for an Interest Buy Down loan will be verified utilizing LiftFund's current process, which includes one of the following methods:
  - Smartlinx Report
  - o Entity documents verified with the Secretary of State
  - o Copies of Assumed business name filed with the County.
- Must be in good standing with creditors

\*Capacity to service the loan will be verified using current LiftFund practice for capacity verification.

### **Loan Terms:**

• Loans up to \$100,000

## American Rescue Plan Act (ARPA) Scope of Work (SOW) Guidelines

- The maximum interest rate of 12.5% before the reduced interest buy down is applied. The interest rate is set at a maximum of 12.5% then a buy down on the borrower's cost will be applied to reduce the rate to 2%, as long as the interest buy down funds are available.
- Up to 5% commitment fee
- Terms are based on size of loan

### **PROBLEM STATEMENT**

Due to tighter lending standards by banks and financial institutions, driven by economic uncertainties or regulatory changes, could make it more challenging for small businesses, especially those with limited credit histories or collateral, to secure affordable financing (Federal Reserve Bank of Kansas City, September 2023). This is a problem that could have a negative impact on thousands of small businesses in El Paso, Texas and potentially hinder their ability to finance operations, expansions, or investments, thus stifling growth and development. Historically, low- to moderate-income individuals, minority- and women-owned small businesses face a greater number of challenges when accessing affordable capital. Without generational wealth, strong credit histories, collateral and/or cash flow, these populations are usually unable to access the resources necessary to start or grow their small business. With 30 years of experience, LiftFund understands the challenges our small business owners face and with that understanding comes solutions. LiftFund is dedicated to finding the right products and services that will help all small businesses have an opportunity to access affordable capital, understand the process to obtain it and eventually reach their dreams as a small business owner.

### **METRICS / MILESTONES**

LiftFund's objectives for this project are:

- 1. To provide 25 eligible small businesses in El Paso with affordable capital allowing them to strengthen and grow their business
- 2. To provide over \$750,000 in capital based on an average loan amount of \$30,000 per borrower
- 3. Reduce current interest rates to 2% for eligible El Paso small businesses

LiftFund's compliance team utilizes our customized Microsoft Dynamics Customer Relationship Management (CRM) system to regularly measure and evaluate program deliverables. This system tracks the number of small businesses created/assisted, number of jobs generated/retained, number and dollar amount of loans disbursed, and the type and amount of technical assistance provided through workshops and one-on-one consultations.

## American Rescue Plan Act (ARPA) Scope of Work (SOW) Guidelines

In the CRM, each small business client is tracked by a unique identifier which ensures they are counted one time no matter how many different services they receive. If a client has received LiftFund services in the past, the CRM system will ensure that clients are not double counted when reporting program outcomes for this project.

Documentation that will be provided when requesting reimbursement will include information such as the borrower's name, business name, amount of loan, amount of buy down related to the loan and date of approval.

Metrics and milestones will be measured through data collected for the City of El Paso Interest Buy Down Program. Data collected includes the number of loans meeting eligibility requirements, number of loans approved, amount of loan approved, amount of interest buy down per approved loan and number jobs created/retained. This data will allow LiftFund to accurately track the amount of funding available for additional borrowers and ensure funding is being utilized for all eligible borrowers while funds are available.

Quarterly reports will be provided to the City of El Paso on loans disbursed which will be reviewed and evaluated to measure program in funding deployment. Reports will continue to be submitted using formats previously approved Interest Buy Down ARPA Agreement and utilized for similar programs for the City of El Paso small businesses. Adjustments to project strategies will be made if needed based on results of these program evaluations.

### **EVALUATION**

The evaluation plan is to document and track deployment of the funds as described in methods for measuring deliverables between the project period of August 1, 2024 through August 31, 2026. We will document achievement of this program through the number of small businesses served and jobs created/retained. With affordable capital, eligible small businesses are able to increase their capacity to deliver their products or services by hiring additional and/or retaining current employees, purchases additional supplies to meet consumer demands, purchase equipment needed to improve production time or grow their small business to reach more customers.

### **BUDGET**

LF's administrative fee is calculated at the de minimis rate of 10%. Marketing will be provided by LF's Communications department in partnership with the City of El Paso. LF will promote the program to small businesses within the El Paso city limits through social media and local partnerships. Announcements will begin one week before the program launch and continue with

## American Rescue Plan Act (ARPA) Scope of Work (SOW) Guidelines

monthly updates throughout its duration. Additionally, LF will host a virtual information session before the program starts to inform small business owners about the program details, application process, eligibility requirements, and necessary documentation.

Our experienced staff assists small businesses in applying for our loan products, ensuring they receive the most affordable options, including interest buy down products.

The total program costs include an interest buy down fund of \$172,500 and marketing expenses of \$7,500, totaling \$180,000. Administrative costs are 10% of the interest buy down fund, amounting to \$20,000, bringing the total to \$200,000 to execute the entire program efficiently.

PROGRAM NAME	AMOUNTS		
Funding Request	\$200,000		
Program Cost Total	\$180,000		
Interest Buy Down	\$172,500		
Marketing	\$7,500		
Administrative Fee	\$20,000		
Administrative Fee %	10%		
TOTAL	\$200,000		

	Program Timeline			Metrics	Reporting Data
			Y E A R	# of Interest Buy Down loans provided to small businesses	Jobs Created and Retained
	August 1, 2024 - Augus	t 31, 2025	;		
Q1	□ ftFund will work in partnership with the City of El Paso to begin a marketing campaign to make El Paso small businesses aware of this program and opportunity for affordable capital.     □ fur -Business Development Officer will begin assisting eligible small businesses owners apply through this program.     □ fle Regional Loan Officer will evaluate the status of loan applications and this funding source monthly with the El Paso team as well as our leadership team.     □ ftFund will provide interest buy down funding through this program to 3 small businesses.	A S O	1	3	4
Q2	□ LiftFund will continue to market and work with El Paso small businesses when applying for a reduced interest rate on their loans.     □ Lift gram progress will be evaluated to ensure we are on target to meet our goals and to determine if there is a need to make any changes to the strategy to deploy the funding.     □ Lift Fund will provide interest buy down funding through this program to 3 small businesses.     □ Elrst quarter's report will be provided within the first month of the second quarter.	N D J	1	3	4
Q3	□IftFund will continue to market and work with El Paso small businesses when applying for a reduced interest rate on their loans.     □IftFund will provide interest buy down funding through this program to 3 small businesses.     □Ihe second quarter's report will be provided in the first month of the third quarter.	F M A	1	3	4
Q4	□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	M J J	1	4	3
	Augsut 1, 2025 - Augus	t 31, 2026	5		
Q1	• The Regional Loan Officer will evaluate the status of loan applications and this funding source monthly with the LiftFund EI Paso team as well as our leadership team.         • ☐ TFund will provide interest buy down funding through this program to 3 small businesses.         • The fourth quarter's report will be provided in the first month of the first quarter.	A S O	2	3	4
Q2	□ fitFund will continue to market and work with El Paso small businesses when applying for a reduced interest rate on their loans.     □ file program's progress will be evaluated to ensure we are on target to meet our goals and to determine if there is a need to make any changes to the strategy to deploy the funding.     □ fitFund will provide interest buy down funding through this program to 3 small businesses.     □ first quarter's report will be provided within the first month of the second quarter.	J D N	2	3	4

Q3	□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	F M A	2	3	4
Q4	• □ TFFund will utilize any remaining funding available to reduce the interest rate on loans to eligible small businesses in the City of El Paso.     • □ TFFUND will provide interest buy down funding through this program to 3 small business.     • The third quarterly report will be provided in the first month of the fourth quarter.     • □ TFFUND will prepare an outcomes and impact report for the City to be received no later than 30 days after the project end date.	M A J	2	3	3
	TOTAL FOR THE TWO YEARS	•	25	30	

### ATTACHMENT "B" (BUDGET)

Agency Name:	LiftFund Inc.

Be specific. Include funding source, and contact person and phone number for purposes of verification.

Funding Source	Contact Person and Phone or Email		Budget Year 2024-2025
Other Federal Funds (please itemize)			
Other State & Local Government Funds (please itemize)			
Other State & Local Government Funds (please itemize)			
Private Funds (please itemize)			
	_		
Total Project Income		\$ -	\$ -

### LiftFund Inc.

Line Item Expense Category			Total	Budget
Salaries			\$	-
Fringe benefits			\$	-
Contract services			\$	-
Rent				
Communications				
Utilities & occupancy expenses			\$	-
Equipment rental & maintenance			\$	-
Equipment purchases			\$	-
Mileage reimbursements			\$	-
Postage & shipping			\$	_
Printing & publications			\$	-
Supplies			\$	-
Communications & Marketing			\$	7,500.00
Insurance			\$	-
Travel - long distance			\$	-
Other Expenses				
Administrative Fee			\$	20,000.00
Interest Buy Down Fund			\$	172,500.00
Total Project Expenses	\$ -	\$ -	\$	200,000.00

### LiftFund Inc.

You must include <u>all staff</u> that will work on the project. The total on this page must correspond to the total on Expense Summary

must correspond to the total on Expense Summary.						
		Total Project Budget				
		Months	Avg Monthly			
Position Title	FTE	Employed	F/T Salary	Total Cost		
	<u> </u>		-			
	F	Positions				
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
Total Funded Salaries	0.00			-		

### LiftFund Inc.

You must include expenses for <u>all staff</u> that will work on the project.

The total on this page must correspond to the total on Expense Summary.

		Total Project Budget			
Payroll-based Costs	Benefit Rate	Salary Base	Total Cost		
Fringe Benefits	0.0000%		\$ -		
Health Insurance	0.0000%		\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
Employee-based Costs	Covered Staff	Cost per Employee	Total Cost		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
Other Benefits					
(please itemize)	Basis for	r Estimate	Total Cost		
	Months	Amount			
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
Total Benefits			-		

Agency Name: LiftFund Inc.

You must include all <u>PARTNERS OR CONTRACTORS</u> that will work on the project. Provide clear description of services to be provided and the rate at which the consultant will be paid. Any consultant that will be performing services for this project and receiving \$5,000 or more funds as part of this budget that will be performing services for this project and receiving \$5,000 or more funds as part of this budget is considered to be a "partner". A "Partner Supplement" must be provided for each partner sharing funds and responsibility for this project. The City's prior written approval will be required for any changes exceeding 10% within the consultants' line item. The total on this page should correspond to the

total on	Expense	Summary.
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total on Expense Sun	HIIMI VI	Total Project Budget			
Partners / Contractors	Services Provided & Costing Methods	Units	Rate	Total Cost	
T / 10 / 1				<u> </u>	
Total Contractual				-	

### LiftFund Inc.

Agencies purchasing equipment with ARPA funds must demonstrate that they are NOT on a flood plain or provide a copy of valid flood insurance covering the life of the grant.

	Total Project Budget			
Occupancy Costs	Months	Monthly Rate	Total Cost	
Rent/lease costs				
Communications				
Utilities				
Electric service				
Natural gas service				
Water & sewer service				
Other occupancy costs				
Equipment Rental & Maintenance	Racic f	or Estimate	Total Cost	
Equipment nental & Maintenance	Dasis i	or Latimate		
			\$ - \$ -	
			\$ -	
			\$ -	
			<b>J</b>	
			<b>- 0</b> .	
Equipment Purchases	Basis f	or Estimate	Total Cost	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Total Occupancy & Equipment			\$ -	

### LiftFund Inc.

Use this page to provide information on any line item not included in the previous Supporting Schedules. You must include all applicable expenses for the project. The totals on this page should correspond to the totals on Expense Summary. The total of Supporting Schedules 1-5 must match Project Budget. List only and all line items on Project Budget that are not covered on any previous Supporting Schedules. Give details for any expense that Economic Development is asked for \$500+ in funds.

	Total Project Budget					
Item Description	Basis f	Total Cost				
Item Description	Unit	Amount	Total Cost			
Mileage reimbursements			\$ -			
Postage & shipping			\$ -			
Printing & publications			\$ -			
Supplies			\$ -			
Communications & Marketing			\$ 7,500.00			
Insurance						
General liability						
Professional liability						
D & O liability						
Auto liability						
Property & casualty						
Fidelity bonding						
Other insurance						
Travel (long distance)						
air fares						
ground transport						
meals & lodging						
Other Expenses (please itemize)						
Administrative Fee	10%	\$ 200,000.00	\$ 20,000.00			
Interest Buy Down Fund	1	\$ 172,500.00				
Total Supplemental Items			\$ 200,000.00			

ngency Name:	LiftFund Inc.				
Public Services Application: Site Breakdown for Multi-Site Projects					
Name of Site (Activity)*  (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	ARPAFunds Total	Outside Funds	Total Site Cost	Units of Service
1 Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
2					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3 Line Item 4					
3					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
4					
Line item 1 (ex. Salaries)					
Line Item 2 Line Item 3					
Line Item 4					
5					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
6					
Line item 1 (ex. Salaries) Line Item 2					
Line Item 2 Line Item 3					
Line Item 4					
7					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4		**	*		<b>A</b>
Total	e same address, list the activity in paren	\$0			
"Community Center (Food Drive).	s same address, list the activity in paren	LITESES. FUI EXA	Imple, Community	Center (Couns	enny) and
Community Center (1 Cod Drive).					
	Paç	ge 8 of 9			
*** Add lines for more line items and s	ites as needed				

# ECONOMIC DEVELOPMENT RESPONSE + RECOVERY PUBLIC SERVICES FUNDING UNIT OF SERVICE DATA

AGENCY LEGAL NAME: Project Vida (AS APPEARS ON CURRENT ARTICLES OF INCORPORATION)

PROJECT TITLE:		
Complete information for current year, even if Economic Development is the project.	not current	ly funding
·	not current  City  Portion	ly funding  Total  Project
the project.	City	Total
the project.  Current Year FYE22	City	Total
the project.  Current Year FYE22  Number of units of service delivered	City	Total
Current Year FYE22  Number of units of service delivered Cost to deliver these units (project cost) Cost per unit of service (divide project cost by units) Number of unduplicated clients to be served	City	Total
Current Year FYE22  Number of units of service delivered  Cost to deliver these units (project cost)  Cost per unit of service (divide project cost by units)	City	Total
Number of units of service delivered Cost to deliver these units (project cost) Cost per unit of service (divide project cost by units) Number of unduplicated clients to be served Percent of overall clients reported	City	Total
Current Year FYE22  Number of units of service delivered Cost to deliver these units (project cost) Cost per unit of service (divide project cost by units) Number of unduplicated clients to be served Percent of overall clients reported  Budget Year FYE23	City	Total
Number of units of service delivered Cost to deliver these units (project cost) Cost per unit of service (divide project cost by units) Number of unduplicated clients to be served Percent of overall clients reported  Budget Year FYE23 Number of units of service delivered	City	Total
Current Year FYE22  Number of units of service delivered Cost to deliver these units (project cost) Cost per unit of service (divide project cost by units) Number of unduplicated clients to be served Percent of overall clients reported  Budget Year FYE23 Number of units of service delivered Cost to deliver these units (project cost)	City	Total
Number of units of service delivered Cost to deliver these units (project cost) Cost per unit of service (divide project cost by units) Number of unduplicated clients to be served Percent of overall clients reported  Budget Year FYE23 Number of units of service delivered	City	Total

## ATTACHMENT "C" (INSURANCE CERTIFICATIONS/CERTIFICATIONS)



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

Security		If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
SWEET INJURY   1900	5				CONTACT Nanay Hutahisan						
P. O. Box 791028					NAME:						
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El Paso

TX 79950



### Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Legal Name of Contractor:	FFATA Contact: (Name, Email and Phone Number):
LiftFund Inc.	
Primary Address of Contractor:	Zip Code: 9-digits required www.usps.com
Filliary Address of Coliciactor:	Zip Code: 9-digits required <u>www.usps.com</u>
2014 S. Hackberry San Antonio, Texas 78210	78210-3541
Unique Entity ID (UEI): This number replaces the DUNS	State of Texas Comptroller Vendor Identification Number
www.sam.gov	(VIN) – 14 digits:
ZW2LP2T9CKF2	

Printed Name of Authorized Representative:	Signature of Authorized Representative
Adam Henson	Docusigned by:  Adam Henson  698C7C089F1B41D
Title of Authorized Representative	Date Signed
Chief Operations and Risk Officer	7/5/2024   9:47:26 AM CDT

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

my knowledge.
Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No
If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".
A. Certification Regarding % of Annual Gross from Federal Awards.  Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?  Yes No
B. Certification Regarding Amount of Annual Gross from Federal Awards.  Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?  Yes No
If your answer is "Yes" to both question "A" and "B", you must answer question "C". If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.
C. Certification Regarding Public Access to Compensation Information.  Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  Yes No Structure Types To this question, where can this information be accessed?
Federal Form 990 filed annually
If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.  Provide compensation information here:

## ATTACHMENT "D" Additional Terms & Conditions (ARPA)

The subrecipients must abide by the following, as may be updated and revised.

- A) Social Security Act Title VI Sections 602 and 603, Enacted March 11, 2021.
- B) Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds
- C) 2022 State and Local Fiscal Recovery Fund Compliance Supplement
- D) Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions

In addition to the above requirements, subrecipients must comply with the <u>April 1, 2022 Final Rule</u> for the Coronavirus State & Local Fiscal Recovery Funds. An overview of the federal agency requirements in the Final Rule is attached for ease of use of the subrecipients.



# Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.



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Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



#### Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

#### **EARLY PROGRAM IMPLEMENTATION**

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

#### **KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE**

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

#### **Replacing Lost Public Sector Revenue**

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation.

Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

#### **Public Health and Economic Impacts**

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.

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In addition, the final rule provides an expanded set of households and communities that are presumed to be "impacted" and "disproportionately impacted" by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient's pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

#### **Premium Pay**

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

#### Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

#### **FINAL RULE EFFECTIVE DATE**

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule's flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury's website, for more information on compliance with the interim final rule and the final rule.

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#### Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
  - Recipients may determine their revenue loss by choosing between two options:
    - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
    - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
  - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- Support the COVID-19 public health and economic response by addressing COVID-19 and its
  impact on public health as well as addressing economic harms to households, small businesses,
  nonprofits, impacted industries, and the public sector.
  - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
  - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
  - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
  - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
    - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
    - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

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- Eligible uses for assistance to impacted households include aid for reemployment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many more uses.
- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that
   Treasury has presumed eligible are clearly operating consistently with the final rule.

   Recipients can also identify (1) other populations or groups, beyond those presumed
   eligible, that experienced pandemic impacts or disproportionate impacts and (2) other
   programs, services, or capital expenditures, beyond those enumerated, to respond to
   those impacts.
- Provide premium pay for eligible workers performing essential work, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
  - Recipients may provide premium pay to eligible workers generally those working inperson in key economic sectors who are below a wage threshold or non-exempt from
    the Fair Labor Standards Act overtime provisions, or if the recipient submits justification
    that the premium pay is responsive to workers performing essential work.
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
  - Recipients may fund a broad range of water and sewer projects, including those eligible
    under the EPA's Clean Water State Revolving Fund, EPA's Drinking Water State
    Revolving Fund, and certain additional projects, including a wide set of lead
    remediation, stormwater infrastructure, and aid for private wells and septic units.
  - Recipients may fund high-speed broadband infrastructure in areas of need that the
    recipient identifies, such as areas without access to adequate speeds, affordable
    options, or where connections are inconsistent or unreliable; completed projects must
    participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

• For states and territories: No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

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- For all recipients except for Tribal governments: No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- For all recipients: No payments for debt service and replenishments of rainy day funds; no
  satisfaction of settlements and judgments; no uses that contravene or violate the American
  Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state,
  and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the "period of performance."

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the <u>Coronavirus Capital Projects Fund</u> to fund critical capital investments including broadband infrastructure; the <u>Homeowner Assistance Fund</u> to provide relief for our country's most vulnerable homeowners; the <u>Emergency Rental Assistance Program</u> to assist households that are unable to pay rent or utilities; and the <u>State Small Business Credit Initiative</u> to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.



#### Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for "government services" in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

#### **DETERMINING REVENUE LOSS**

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

1. Recipients may elect a "standard allowance" of \$10 million to spend on government services through the period of performance.

Under this option, which is newly offered in the final rule Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund "government services." The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF's smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient's total allocation.

Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.

Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

To calculate revenue loss at each of these dates, recipients must follow a four-step process:

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

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- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year* revenue.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where *n* is the number of months elapsed since the end of the base year to the calculation date:

base year revenue  $\times (1 + growth \ adjustment)^{\frac{n}{12}}$ 

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient's average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

 Identify actual revenue, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

d. Revenue loss for the calculation date is equal to *counterfactual revenue* minus *actual revenue* (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.

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#### **SPENDING ON GOVERNMENT SERVICES**

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include** *any service* **traditionally provided by a government**, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- Road building and maintenance, and other infrastructure
- ✓ Health services
- General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



#### Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- · public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.<sup>1</sup>

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or "classes" of beneficiaries that experienced pandemic impacts and provide services to those classes.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

 $<sup>^1</sup>$  However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.



Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact			
Analysis	<ul> <li>Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group)</li> <li>Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class</li> </ul>	<ul> <li>Types of responses can include a program, service, or capital expenditure</li> <li>Response should be related and reasonably proportional to the harm</li> <li>Response should also be reasonably designed to benefit impacted individual or class</li> </ul>			
Simplifying Presumptions	Final Rule presumes certain     populations and classes are impacted     and disproportionately impacted	Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts			

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.<sup>2</sup> Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on "Framework for Eligible Uses Beyond Those Enumerated."

 ${\it Coronavirus \, State \, \& \, Local \, Fiscal \, Recovery \, Funds: \, Overview \, of \, the \, Final \, Rule}$ 

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<sup>&</sup>lt;sup>2</sup> For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between "beneficiaries" and "sub-recipients." Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.



#### RESPONDING TO THE PUBLIC HEALTH EMERGENCY

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- COVID-19 mitigation and prevention. The pandemic has broadly impacted Americans and recipients
  can provide services to prevent and mitigate COVID-19 to the general public or to small businesses,
  nonprofits, and impacted industries in general. Enumerated eligible uses include:
  - √ Vaccination programs, including vaccine incentives and vaccine sites
  - ✓ Testing programs, equipment and sites
  - Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
  - ✓ Public communication efforts
  - ✓ Public health data systems
  - COVID-19 prevention and treatment equipment, such as ventilators and ambulances
  - ✓ Medical and PPE/protective supplies
  - ✓ Support for isolation or quarantine
  - Ventilation system installation and improvement
  - Technical assistance on mitigation of COVID-19 threats to public health and safety
  - Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations

- Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
- Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
- Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
- Temporary medical facilities and other measures to increase COVID-19 treatment capacity
- Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
- Public telemedicine capabilities for COVID-19 related treatment

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
  - Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
  - Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
- ✓ Emergency medical response expenses
- ✓ Treatment of long-term symptoms or effects of COVID-19
- Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services. Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
  - Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
  - Enhanced behavioral health services in schools
  - Services for pregnant women or infants born with neonatal abstinence syndrome
- ✓ Support for equitable access to reduce disparities in access to high-quality treatment
- Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
- Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
- ✓ Behavioral health facilities & equipment
- **Preventing and responding to violence.** Recognizing that violence and especially gun violence has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
  - Referrals to trauma recovery services for victims of crime
  - Community violence intervention programs, including:
    - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
- ✓ In communities experiencing increased gun violence due to the pandemic:
  - Law enforcement officers focused on advancing community policing
  - Enforcement efforts to reduce gun violence, including prosecution
  - Technology & equipment to support law enforcement response

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#### RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as "impacted" households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as "disproportionately impacted" households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were "impacted" and "disproportionately impacted" by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction's business climate – would generally not be eligible under this eligible use category.

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#### Assistance to Households

#### Impacted Households and Communities

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or-moderate income households or communities
- Households that experienced unemployment
- Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ When providing affordable housing programs: households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ When providing services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.<sup>3</sup> In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

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<sup>&</sup>lt;sup>8</sup> For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- Food assistance (e.g., child nutrition programs, including school meals) & food hanks
- Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- Health insurance coverage expansion
- Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- Financial services for the unbanked and underbanked

- ✓ Burials, home repair & home weatherization
- Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- Paid sick, medical, and family leave programs
- Assistance in accessing and applying for public benefits or services
- Childcare and early learning services, home visiting programs, services for child welfareinvolved families and foster youth & childcare facilities
- Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund⁴

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<sup>&</sup>lt;sup>4</sup> Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).



#### Disproportionately Impacted Households and Communities

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low -income households and communities
- Households residing in Qualified Census Tracts
- Households that qualify for certain federal benefits<sup>5</sup>
- Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.<sup>6</sup> In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

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<sup>&</sup>lt;sup>5</sup> These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

<sup>&</sup>lt;sup>6</sup> For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- Pay for community health workers to help households access health & social services
- Remediation of lead paint or other lead hazards
- Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing<sup>7</sup>
- Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- Schools and other educational equipment & facilities
- Responses available to respond to impacts of the pandemic on households and communities (including those listed on page 18)

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<sup>&</sup>lt;sup>7</sup> Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.



#### **Assistance to Small Businesses**

Small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

- 1. Have no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
- 2. Are a small business concern as defined in section 3 of the Small Business Act<sup>8</sup> (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

#### **Impacted Small Businesses**

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- √ Decreased revenue or gross receipts
- √ Financial insecurity
- ✓ Increased costs

- √ Capacity to weather financial hardship
- Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
- ✓ Technical assistance, counseling, or other services to support business planning

#### Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

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<sup>8 15</sup> U.S.C. 632.



- √ Small businesses operating in Qualified Census Tracts
- ✓ Small businesses operated by Tribal governments or on Tribal lands
- √ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- √ Rehabilitation of commercial properties, storefront improvements & façade improvements
- √ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- √ Support for microbusinesses, including financial, childcare, and transportation costs

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#### **Assistance to Nonprofits**

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees.

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

#### **Impacted Nonprofits**

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- Capacity to weather financial hardship
- Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

#### **Disproportionately Impacted Nonprofits**

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- Nonprofits operating in Qualified Census Tracts
- Nonprofits operated by Tribal governments or on Tribal lands
- $\checkmark$  Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.

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#### Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

- **1. Designating an impacted industry.** There are two main ways an industry can be designated as "impacted."
  - 1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
  - 2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
    - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels, or
    - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. Providing eligible aid to the impacted industry. Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

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<sup>&</sup>lt;sup>9</sup> Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.



Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.



#### **PUBLIC SECTOR CAPACITY**

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government's ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

#### Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19. Recipients should follow the steps below.

#### 1. Identify eligible public safety, public health, and human services staff. Public safety staff include:

- Police officers (including state police officers)
- ✓ Sheriffs and deputy sheriffs
- ✓ Firefighters
- Emergency medical responders
- ✓ Correctional and detention officers
- Dispatchers and supervisor personnel that directly support public safety staff

#### Public health staff include:

- Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
- Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
- Employees of public health departments directly engaged in public health matters and related supervisory personnel

#### Human services staff include:

- Employees providing or administering social services and public benefits
- ✓ Child welfare services employees
- ✓ Child, elder, or family care employees

#### 2. Assess portion of time spent on COVID-19 response for eligible staff.

Recipients can use a variety of methods to assess the share of an employees' time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the

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employee, or his or her operating unit or division, is "primarily dedicated" to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division's time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response. SLFRF funding may be used for payroll and covered benefits for the portion of the employees' time spent on COVID-19 response, as calculated above, through the period of performance.

#### **Government Employment and Rehiring Public Sector Staff**

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- Restoring pre-pandemic employment. Recipients have two options to restore pre-pandemic
  employment, depending on the recipient's needs.
  - If the recipient simply wants to hire back employees for pre-pandemic positions: Recipients
    may use SLFRF funds to hire employees for the same positions that existed on January 27,
    2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF
    funds to cover payroll and covered benefits for such positions through the period of
    performance.
  - If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions: Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
    - a. Identify the recipient's budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
    - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-*
    - c. Identify the recipient's budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
    - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

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Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- Supporting and retaining public sector workers. Recipients can also use funds in other ways
  that support the public sector workforce.<sup>10</sup> These include:
  - Providing additional funding for employees who experienced pay reductions or were furloughed since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
  - Maintaining current compensation levels to prevent layoffs. SLFRF funds may be used
    to maintain current compensation levels, with adjustments for inflation, in order to
    prevent layoffs that would otherwise be necessary.
  - Providing worker retention incentives, including reasonable increases in compensation to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- Covering administrative costs associated with administering the hiring, support, and retention programs above.

#### **Effective Service Delivery**

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

• Supporting program evaluation, data, and outreach through:

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<sup>&</sup>lt;sup>10</sup> Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.



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- Program evaluation and evidence resources
- Data analysis resources to gather, assess, share, and use data
- Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
- Community outreach and engagement activities
- Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support

#### • Addressing administrative needs, including:

- ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
- Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)

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#### **CAPITAL EXPENDITURES**

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable subcategory of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no preapproval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	reporting to Treasury

#### A Written Justification includes:

Description of the harm or need to be addressed. Recipients should provide a description of the
specific harm or need to be addressed and why the harm was exacerbated or caused by the
public health emergency. Recipients may provide quantitative information on the extent and the
type of harm, such as the number of individuals or entities affected.

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- Explanation of why a capital expenditure is appropriate. For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- x Construction of new correctional facilities as a response to an increase in rate of crime
- × Construction of new congregate facilities to decrease spread of COVID-19 in the facility
- Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

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#### FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul> <li>Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group)</li> <li>Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class</li> </ul>	Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class

- 1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

  Recipients should identify an individual or class that is "impacted" or "disproportionately impacted" by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.
  - "Impacted" entities are those impacted by the disease itself or the harmful
    consequences of the economic disruptions resulting from or exacerbated by the COVID19 public health emergency. For example, an individual who lost their job or a small
    business that saw lower revenue during a period of closure would both have
    experienced impacts of the pandemic.
  - "Disproportionately impacted" entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that preexisting disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a "class" – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should

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first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- There should be a relationship between the definition of the class and the proposed response. Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
- Classes may be determined on a population basis or on a geographic basis, and the
  response should be appropriately matched. For example, a response might be designed
  to provide childcare to single parents, regardless of which neighborhood they live in, or
  a response might provide a park to improve the health of a disproportionately impacted
  neighborhood.
- Recipients may designate classes that experienced disproportionate impact, by
  assessing the impacts of the pandemic and finding that some populations experienced
  meaningfully more severe impacts than the general public. To determine these
  disproportionate impacts, recipients:
  - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
  - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
  - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
- Some of the enumerated uses may also be appropriate responses to the impacts
  experienced by other classes of beneficiaries. It is permissible for recipients to provide
  these services to other classes, so long as the recipient determines that the response is
  also appropriate for those groups.
- Recipients may designate a class based on income level, including at levels higher than
  the final rule definition of "low- and moderate-income." For example, a recipient may
  identify that households in their community with incomes above the final rule threshold
  for low-income nevertheless experienced disproportionate impacts from the pandemic
  and provide responsive services.
- 2. Design a response that addresses or responds to the impact. Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced

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the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

"Reasonably proportional" refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.

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## **Premium Pay**

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

- 1. Identify an "eligible" worker. Eligible workers include workers "needed to maintain continuity of operations of essential critical infrastructure sectors." These sectors and occupations are eligible:
  - ✓ Health care
  - ✓ Emergency response
  - ✓ Sanitation, disinfection & cleaning
  - ✓ Maintenance
  - Grocery stores, restaurants, food production, and food delivery
  - ✓ Pharmacy
  - ✓ Biomedical research
- ✓ Behavioral health
- ✓ Medical testing and diagnostics
- Home and community-based health care or assistance with activities of daily living
- √ Family or child care
- ✓ Social services
- ✓ Public health
- ✓ Mortuary
- Critical clinical research, development, and testing necessary for COVID-19 response

- State, local, or Tribal government workforce
- Workers providing vital services to Tribes
- Educational, school nutrition, and other work required to operate a school facility
- ✓ Laundry
- ✓ Elections
- Solid waste or hazardous materials management, response, and cleanup
- Work requiring physical interaction with patients
- Dental care
- Transportation and warehousing
- Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment

Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

- 2. Verify that the eligible worker performs "essential work," meaning work that:
  - Is not performed while teleworking from a residence; and
  - Involves either:
    - a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
    - b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.

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- 3. Confirm that the premium pay "responds to" workers performing essential work during the COVID-19 public health emergency. Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:
  - Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics' <u>Occupational Employment and Wage Statistics</u>, whichever is higher, on an annual basis; or
  - Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or
  - If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker's duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.

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## Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

## PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- Construction of publicly owned treatment works
- Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures

- Development and implementation of a conservation and management plan under the CWA
- Watershed projects meeting the criteria set forth in the CWA
- Energy consumption reduction for publicly owned treatment works
- Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the <u>CWSRF</u> for a full list of eligibilities.

## PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- Facilities to improve drinking water quality
- Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the <u>DWSRF</u> for a full list of eligibilities.

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#### **ADDITIONAL ELIGIBLE PROJECTS**

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs— beyond the CWSRF and DWSRF, if they are found to be "necessary" according to the definition provided in the final rule and outlined below.

- Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A "necessary" investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

## **APPLICABLE STANDARDS & REQUIREMENTS**

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

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## Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

#### **BROADBAND INFRASTRUCTURE INVESTMENTS**

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

- 1. Identify an eligible area for investment. Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:
  - ✓ Lack of access to a reliable high-speed broadband connection
- ✓ Lack of affordable broadband
- ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. Design project to meet high-speed technical standards. Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.

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- 3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:
  - Participate in the FCC's Affordable Connectivity Program (ACP)
- Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

#### CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

## **APPLICABLE STANDARDS & REQUIREMENTS**

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

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## Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

#### OFFSET A REDUCTION IN NET TAX REVENUE

• States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent. If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

#### **DEPOSITS INTO PENSION FUNDS**

- No recipients except Tribal governments may use this funding to make a deposit to a pension fund. Treasury defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
  - Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient's regular timing for making the payment
- Occur at the regular time for pension contributions but is larger than a regular payment would have been

#### ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- No debt service or replenishing financial reserves. Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- No satisfaction of settlements and judgments. Satisfaction of any obligation arising under or
  pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt
  restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use.
  However, if a settlement requires the recipient to provide services or incur other costs that are
  an eligible use of SLFRF funds, SLFRF may be used for those costs.
- Additional general restrictions. SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

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undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).

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## **Program Administration**

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

#### TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

#### **TRANSFERS**

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

#### **LOANS**

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

#### NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

#### **ADMINISTRATIVE EXPENSES**

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's <a href="Compliance and Reporting Guidance">Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.</a>

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#### REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's <u>Compliance and Reporting Guidance</u>, which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

#### **REVISIONS TO THE OVERVIEW OF THE FINAL RULE:**

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is "up to" \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of further information on the eligibility of general infrastructure, general economic development, and worker development projects under the Public Health and Negative Economic Impacts eligible use category.
- March 17, 2022 (p. 18): Specified that provision of child nutrition programs is available to respond to impacts of the pandemic on households and communities.

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## El Paso, TX

## Legislation Text

File #: 24-1002, 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 Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (915) 212-0094

## AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to execute a First Amendment to that certain Subrecipient Agreement dated January 31, 2023 by and between the City of El Paso and the Project Vida Inc. ("Project Vida"), a Texas non-profit corporation, to revise the funding amount and increase it by \$200,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B" of the agreement.

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

AGENDA DATE: July 30, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Tamayo, 915-212-1617

Karina Brasgalla, 915-212-0094

DISTRICT(S) AFFECTED: All

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

**SUBGOAL:** 1.1 Stabilize and expand El Paso's tax base

## SUBJECT:

Discussion and action on a Resolution authorizing the City Manager to execute a First Amendment to that certain Subrecipient Agreement dated January 31, 2023 by and between the City of El Paso and the Project Vida Inc. ("Project Vida"), a Texas non-profit corporation, to revise the funding amount and increase it by \$200,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B."

## **BACKGROUND / DISCUSSION:**

The American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion stimulus bill passed by the US Congress and signed by President Joe Biden in March of 2021. The bill was a response to the COVID-19 Pandemic and sought to speed the United States' recovery by addressing both the health and economic impacts of the pandemic. The City of El Paso received \$154,365,135 from the ARPA bill and on May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

Project Vida, initiated in 1991 in south-central El Paso, emerged from the community's desire to address critical issues such as education, healthcare, affordable housing, gang prevention, and homelessness, later expanding to support small business owners. Recognizing the vital role of small businesses in the local economy, Project Vida provided extensive microenterprise technical assistance and support, fostering entrepreneurship and economic growth. Alongside these efforts, they constructed affordable low-income rental housing and established clinics offering high-quality, low-cost healthcare. They also created a homelessness prevention and recovery program, developed a best-practice, curriculum-based early childhood education program, and offered dynamic after-school enrichment.

PV will enhance their Bookkeeping Service to provide more in-depth training, including one-on-one assistance and group sessions led by a bookkeeping specialist. This initiative aims to address the financial literacy gap among microentrepreneurs by improving skills in bookkeeping and business record management.

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

## PRIOR COUNCIL ACTION:

Project Vida American Rescue Plan Act (ARPA) Agreement was approved on January 31, 2023.

## AMOUNT AND SOURCE OF FUNDING:

American Rescue Plan Act (ARPA) Funding

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic and International Development

Revised 04/09/2021

## **DEPARTMENT HEAD:**

HARY

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

## RESOLUTION

WHEREAS, on January 31, 2023, the City of El Paso and Project Vida, Inc. ("Project Vida"), a Texas non-profit corporation, entered into a Subrecipient Agreement to administer ARPA Act funds to provide Microenterprise Technical Assistance to entities affected by the COVID-19 pandemic.("Agreement"); and

WHEREAS, the Agreement may be amended from time to time under the provisions of Section 7.13 of the Agreement; and

WHEREAS, the parties desire to amend to the Agreement to revise: the funding amount and increase it by \$200,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B"

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

That the City Manager be authorized to execute a First Amendment to that certain Subrecipient Agreement dated January 31, 2023 by and between the City of El Paso and the Project Vida Inc. ("Project Vida"), a Texas non-profit corporation, to revise the funding amount and increase it by \$200,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B."

APPROVED this day of _	, 20
	CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	
Laura Prine	
City Clerk <b>APPROVED AS TO FORM:</b>	APPROVED AS TO CONTENT:
	2 Ally
Oscar Gomez	Karina Brasgalla, Interim Director
Assistant City Attorney	Economic & International Development

THE	STATE OF TEXAS ) FIRST AMENDMENT
COU	TO A SUB-RECIPIENT AGREEMENT  [ARPA-Economic Impacts]
	This First Amendment to that certain Subrecipient Agreement ("Amendment") is made this day of, 20, by and between the CITY OF EL PASO, a home-rule municipal corporation organized sisting under the laws of the State of Texas ("CITY"), and Project Vida, Inc., a Texas non-profit corporation ect Vida," "Sub-Recipient," or "Contractor").
	WHEREAS, on January 31, 2023, the CITY and Project Vida entered into a Subrecipient Agreement to dister ARPA Act funds to provide Microenterprise Technical Assistance to entities affected by the ID-19 pandemic. ("Agreement"); and
of the	<b>WHEREAS</b> , the Agreement may be amended from time to time under the provisions of Section 7.13 Agreement; and
\$200,	<b>WHEREAS</b> , the parties desire to amend the Agreement to revise: the funding amount and increase it by 2000, the Scope of Work listed as Attachment "A," and Budget listed as Attachment "B."
	<b>NOW THEREFORE</b> , in consideration of the mutual benefits and promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the partie agree as follows:
1.	The 1st sentence of Section 3.1 PAYMENT TO SUB-RECIPIENT is to be revised to read as follows:
	The CITY shall pay to the Sub-Recipient an amount not to exceed \$400,000 for all services and reimbursable preformed pursuant to this Agreement.
2.	Attachment "B" in Section 3.1 PAYMENT TO SUB-RECIPIENT is to include the revised Budget.
3.	Attachment "A" in Section 3.2 SUB-RECIPIENT'S SERVICES is to include the revised Scope of Work.
4.	Except as amended herein, the Agreement between the CITY and Project Vida shall remain in full force and effect.

(Signatures begin on the following page)

IN WITNESS WHEREOF, the p, 20	arties have hereunto set their hands thisday of
	THE CITY OF EL PASO:
	Cary Westin Interim City Manger
PPROVED AS TO FORM:	APPROVED AS TO CONTENT:
scar Gomez sistant City Attorney	Karina Brasgalla, Interim Director Economic and International Development

(Signatures Continue on Following Page)

	SUB-RECIPIENT:
	Project Vida., a Texas non-profit organization
	By: Bill Schler unger
	Name: Bill Schlesinger
	Title: Co-Director
	ACKNOWLEDGEMENT
STATE OF TEXAS §	
TTY OF EL PASO §	
This instrument was acknow by <u>Elena Carrillo</u> organization.	ledged before me on this 15 <sup>th</sup> day of July, 20 24,
	Elena Carrillo Notary Public, State of Texas
My commission expires:	05 118 12025

THE STATE OF TEXAS

**COUNTY OF EL PASO** 

## ATTACHMENT "A" (SCOPE OF WORK)



## MICROENTERPRISE TECHNICAL ASSISTANT PROGRAM PROJECT VIDA

William Schlesinger, Co-Director

3607 Rivera Ave. El Paso, TX 79905 Program Period Start:09/1/2024 Program Period End: 08/30/2026 Funding requested: \$200,000

## Project Vida (PV): Empowering Microentrepreneurs in El Paso

## **Overview**

Project Vida (PV) has been a cornerstone for the low-income, predominantly Hispanic, and Spanish-speaking community of El Paso, Texas, for over 30 years. By integrating healthcare, education, affordable housing, homeless prevention, recovery, and economic development, PV addresses the multifaceted needs of an economically distressed border county. Among its key initiatives is the Microenterprise Technical Assistance Program (MTAP), which has proven essential in supporting microentrepreneurs.

## **Microenterprise Technical Assistance Program (MTAP)**

MTAP offers bilingual (Spanish-English), culturally grounded support to microentrepreneurs, focusing on business registration, financial literacy, tax preparation, business planning, and financial projections. With recent funding from the American Rescue Plan Act (ARPA), MTAP is expanding its services to reach more microentrepreneurs in El Paso.

## Organizational Experience & Capacity

Project Vida's Microenterprise Technical Assistance Program (MTAP) is dedicated to tackling unemployment and poverty through the stabilization and growth of microenterprises in the El Paso area. By offering technical assistance, MTAP enhances the economic well-being of low- to moderate-income individuals and their families, contributing significantly to local economic development. The program's innovative approach is inspired by the promotora/community health worker model, adapted to economic development. Many MTAP staff members are former microenterprise owners who have overcome language and cultural barriers, which helps them connect with clients and build trust.

MTAP services are extensive, including business consultation, licensing and permit assistance, business plan development, accounting and bookkeeping training, marketing, credit access guidance, technology integration, strategic planning, workshops, networking opportunities, and loan preparation assistance. These services are delivered through one-on-one coaching, group workshops, and public events like tax preparation sessions and VIDA Markets.



## **One-on-One Coaching:**

Clients receive intensive, customized support through one-on-one coaching sessions. These sessions address topics such as computer literacy, digital marketing, credit management, business planning, and compliance with licensing requirements. Financial literacy, bookkeeping, and business record management are emphasized to help clients with tax returns and loan applications.

## **Group Sessions:**

Monthly group workshops cover various business topics based on client surveys. These workshops, attended by 30-40 clients, also provide networking opportunities.

## **Public Events:**

MTAP organizes public events such as VITA tax preparation workshops and VIDA Markets. These events introduce potential clients to MTAP services and offer platforms for marketing client businesses.

## **Bookkeeping Services:**

MTAP's pilot program aims to address the financial literacy gap among microentrepreneurs by offering one-on-one coaching and group sessions led by a bookkeeping specialist. This initiative acknowledges the lack of understanding and potential misinformation faced by entrepreneurs, providing them with accurate guidance. The program adopts a step-by-step approach, starting with manual bookkeeping using the Dome system and gradually transitioning to computer-based systems like Domebook. By empowering microentrepreneurs with the necessary skills without fostering dependence, MTAP seeks to promote long-term sustainability and resilience within the business community. Ongoing monitoring and feedback will ensure the program's effectiveness and enable continuous improvement.

## **Enhanced Bookkeeping Support**

A significant addition to MTAP is a new role dedicated to bookkeeping support. This includes specialized small group training sessions and one-on-one coaching to help clients use simplified manual ledger systems and design effective bookkeeping tools. This initiative addresses a critical need for technical assistance in bookkeeping among MTAP's target market.

## **Success of Technical Assistance Programs**

MTAP measures success by tracking the number of actively engaged clients, new business launches, creditworthiness achievements, compliance with city grant criteria, and job creation and retention. Data is collected from participant records and compiled in an Excel-based system to ensure confidentiality. An independent study by the Hunt Institute at the University of Texas at El Paso highlighted MTAP's economic impact, including an increase in local economic output by \$418,693.50 and labor income by \$247,116.60 due to Project Vida's operations. The broader impact, including incomes generated by assisted microenterprises, indicated significant economic



benefits and job support within the region.

## **Proposed Project**

With the extension of \$200,000 in ARPA funding over two years, MTAP proposes to enhance its support for low-income, primarily Spanish-speaking microenterprise owners in El Paso. The project includes expanding one-on-one and group training sessions and piloting a new intensive Enhanced Bookkeeping Support Service. This service aims to assist with formal economic system integration and regulatory compliance.

MTAP's most intensive services are provided to clients via one-on-one coaching. This coaching covers common topics using existing tools but is customized to meet the needs of each client. Once a microentrepreneur expresses interest in receiving MTAP coaching, they are enrolled in the program through the creation of an intake profile, and the TA Specialist assigned to them assesses the coaching services that they need. Common coaching topics include computer literacy, digital marketing, personal and business credit, business planning, and obtaining proper licenses and permits from the city and county. Success will be gauged through metrics like client enrollment, formal registrations, and business loans applied for.

The ARPA extension will enable the hiring of a full-time Bookkeeping Technical Specialist (Defined as a job in El Paso city limits that is created and/or retained by the applicant, where the employee is on active status and on the payroll of the Applicant (Project Vida) on the last day of the reporting month or year. Maintains employment where an employee must work no less than 35 hours a week, calculated as Total Hours worked/Number of weeks worked = 35 or more hours worked per week; and has access to full company benefits). This employee will work 100% in the program, working full-time, and with the ability to receive full company benefits. This specialist will offer bilingual, one-on-one accounting training using the Domebook book and software, lead workshops, and provide hands-on support. All clients enrolled in this program will receive the Domebook book. As clients enhance their knowledge, they will also receive a license for the Domebook software. All clients are coached on business financial literacy, bookkeeping, and management of business records. These topics commonly present challenges for clients when preparing tax returns and attempting to access business loans or city grant programs.

MTAP begins by teaching basic accounting and cash flow principles using a paper-based workbook version of Dome, a simplified manual ledger system. This serves as the entry point for businesses without the complexity or computer literacy necessary for computerized bookkeeping. Next, MTAP encourages clients to transition to computer-based Dome software, which retains the simplicity and familiarity of the manual Dome system and is accessible for microentrepreneurs at an annual cost of \$60 for annual renewal codes (not a subscription service) which MTAP has included in the budget.



Additionally, MTAP coaches nearly all clients to prepare a business plan with financial projections. Many microenterprise business owners borrow from business funds to meet family emergencies without a clear plan to recover from the resulting debt. Consequently, they often lose non-family employees and suppliers when they are short of funds. MTAP refers clients to local CDFIs like LiftFund, People Fund, PV's affiliate CDFI (El Paso Collaborative), or to other CDFI's as well as local credit unions and banks. Assistance throughout the loan application process has helped many clients obtain financing or lines of credit.

## **Targeted Client Market**

MTAP's target clients are low-income, primarily Spanish-speaking micro-business owners in El Paso, where the Hispanic population is 83% and the poverty rate is 19.3%. Many clients operate home-based businesses and lack the necessary business knowledge, bookkeeping skills, and understanding of regulatory requirements to grow their enterprises. MTAP aims to address these needs through tailored support and training.

## **Outreach and Marketing**

MTAP relies heavily on referrals from current and former clients, community outreach, and partnerships with local organizations. Staff members, familiar with local neighborhoods and fluent in Spanish, build trust with prospective clients. Social media and partnerships have also been a valuable tool for reaching target audiences and providing information about MTAP's services.

## **Implementation and Evaluation**

PV will implement key activities regularly throughout the award years, including staff training, updated outreach materials, participant enrollment, monthly group training sessions, individualized technical assistance, and public events like VITA tax preparation and VIDA Markets. Progress will be tracked using specific performance thresholds, such as the number of participants enrolled and the completion of financial literacy training.

## **Milestones**

PV will track milestones across eight quarters over the two-year program, aligning with its fiscal year. These milestones include enrolling new participants, providing group training sessions, offering individualized technical assistance, and hosting public events. The program aims to serve 1270 unique microentrepreneurs, with activities and goals evenly distributed throughout the project years.



Milestones	YEAR 1			YEAR 2				Total	
	Q1	Q2	Q3	Q4	Q1	Q2-2	Q3-	Q4-	Project for two years
		•	•		•	•	•	•	
# of Disadvantaged Entrepreneurs Coached	158	159	159	159	158	159	159	159	1270
1) # of microentrepreneurs receiving one-on one Technical Assistance	43	44	44	44	43	44	44	44	350
1a) # Enrolled MTAP clients successfully registering businesses with the County (DBA)	12	12	12	12	13	13	13	13	100
1b) # of microentrepreneurs receiving one- on one bookkeeping support	25	25	25	25	25	25	25	25	200
1c) # of microenterprise owners applying for financing	12	11	13	13	13	13	13	13	100
# of microentrepreneurs attending group workshops, fairs, other events	100	100	100	100	100	100	100	100	800
# of microentrepreneurs assisted with VITA tax preparation	0	62	63	0	0	62	63	0	250

A spreadsheet report with the names and follow-up details of our clients will be provided. This Excel sheet will include all the information related to the milestones we have committed to.

## Reporting/Tracking:

Reporting will be provided to the City of El Paso on all of the goals above to ensure that metrics are on track to completion on a monthly basis. Reporting will include a spreadsheet detailing the number of clients registered in the program, along with all necessary documentation to comply with grantor requirements for reimbursement requests. This documentation will include proof of all expenses, such as check stubs, invoices, copies of checks, and, if needed, bank statements.

The Excel sheet will provide the names and follow-up details of each client, as well as information about clients who have met the milestones. Each client will have a file for follow-up and continuity. These files will contain personal and private information, which Project Vida will securely maintain.

The excel sheet will include name, name of the business, address, district and the following items:





- 1. # of Disadvantaged Entrepreneurs Coached
- 2. # of microentrepreneurs receiving one-on one TA
- 3. # Enrolled MTAP clients successfully registering businesses with the City
- 4. # of microentrepreneurs receiving one-on one bookkeeping support
- 5. # of microenterprise owners prepared and applying for financing
- 6. # of microentrepreneurs attending group workshops, fairs, other events
- 7. # of microentrepreneurs served with VITA tax preparation

The IRS provides a report for all the microentrepreneurs we have served. This information will be provided to the City on a monthly basis during the VITA season, which runs from February to April. If the City wishes to see specific items, such as financing applications, business plans, and more, they can request these documents from Project Vida. All these documents are part of the individual and personal files we create for our clients.

				Metrics						
	Program Timeline		Y E A R	# of Disa dvantaged Entrepreneurs Counseled	# of microentrepreneurs receiving one-on one TA	#Enrolled MTAP clients successfully registering businesses with the City	#of microentrepreneurs receiving one-on one bookkeeping support	# of microenterprise owners prepared and applying for financing	# of microentrepreneurs aftending group workshops, fairs, other events	# of microentrepreneurs served with VITA tax preparation
		Septe	ember 1	, 2024 - Augu	st 31, 2025	•	•	•	•	
	*Hire the Bookkeeping Specialist.									
Q1	*Conduct training fo TA's of the new updates.  *Provide ongoing one-on-one coaching, outreach, and bookkeeping technical assistance.  *First networking topic  *Frovide a questionnaire related to bookkeeping to each client to assess their level of understanding and education.  *Host VIDA MARKET at El Paso Public Library, Esperanza Acosta.  *Begin the first cohort in bookkeeping.	S O N	1	158	43	12	25	11	100	0
Q2	*Conduct a workshop on the second topic in bookkeeping and networking.  *Prepare for the income tax season (training, volunteer selection, calendar dates).  *Run the VTA program for the income tax season.  *Conduct bookkeeping training and workshop  *Provide ongoing one-on-one coaching, outreach, and bookkeeping technical assistance	D J F	1	159	44	12	25	11	100	62
Q3	*Run the VTA program for the income tax season.  *Conduct bookkeeping training and workshop TBA.  *Host VIDA Market in the Central/Northeast area.  *Conduct bookkeeping training and workshops.  *Provide ongoing one-on-one coaching, outreach, and bookkeeping technical assistance Domebook software	M A M	1	159	44	12	25	13	100	63
Q4	*Host the Economic Development Summit.  *Conduct bookkeeping assessments and final tests.  *Submit the final report of the to the City.	J J A	1	159	44	12	25	13	100	0
		Septe	ember 1	l, 2025 - Augu	st 31, 2026					
Q1	*Provide ongoing one-on-one coaching, outreach, and bookkeeping technical assistance. *Networking topic *Provide a questionnaire related to bookkeeping to each client to assess their level of understanding and education. *Begin the second cohort in bookkeeping.	S O N	2	158	43	13	25	13	100	0
Q2	*Conduct a workshop on the second topic in bookkeeping and digital marketing *Prepare for the income tax season (training, volunteer selection, calendar dates). *Bookkeeping workshop *Provide ongoing one-on-one coaching, outreach, and bookkeeping technical assistance	D J F	2	159	44	13	25	13	100	62
Q3	*Run the VITA program for the income tax season. *Conduct bookkeeping training and workshops. *Provide ongoing one-on-one coaching, outreach, and bookkeeping technical assistance	M A M	2	159	44	13	25	13	100	63
Q4	*Host the Economic Development Summit. *Workshop and networking *Technical assistance and final assessment *Submit the final report of the to the City.	J J A	2	159	44	13	25	13	100	0
	TOTAL FOR THE TWO YEARS			1270	350	100	200	100	800	250

## ATTACHMENT "B" (BUDGET)

## Project Vida ARPA

Be specific. Include funding source, and contact person and phone number for purposes of verification.

Funding Source	Contact Person and Phone or Email		Budget Year 2024-2025
Other Federal Funds (please itemize)	Paloma Medina, p.medina@pvida.net		
Prime			\$ 300,000.00
Other State & Local Government Funds (please itemize)			
Other State & Local Government I unus (pieuse itennize)			
Private Funds (please itemize)			
GECU			\$ 10,000.00
PNC			\$ 5,000.00
LIFT FUND			\$ 8,600.00
Consulate			\$ 4,000.00
Sunflower			\$ 2,350.00
El Paso Electric			\$ 10,000.00
NASDAQ			\$ 75,000.00
Total Project Income		\$ -	\$ 414,950.00

## Project Vida ARPA

	Ī		
Line Item Expense Category		Tota	I Budget
Salaries		\$	139,080.00
Fringe benefits		\$	13,824.55
Contract services		\$	-
Rent			
Communications			
Utilities & occupancy expenses		\$	-
Equipment rental & maintenance		\$	-
Equipment purchases		\$	-
Mileage reimbursements		\$	1,500.13
Postage & shipping		\$	-
Printing & publications		\$	-
Supplies		\$	5,357.89
Communications & Marketing		\$	4,200.00
Insurance		\$	-
Travel - long distance		\$	2,037.43
Other Expenses			
Administrative Fee		\$	20,000.00
Domebook Software		\$	14,000.00
Total Project Expenses	\$ -	\$ - \$	200,000.00

## **Project Vida ARPA**

You must include <u>all staff</u> that will work on the project. The total on this page must correspond to the total on Expense Summary.

	1	, , , , , , , , , , , , , , , , , , , ,		1				
	Total Project Budget							
		Months	Avg Monthly					
Position Title	FTE	Employed	F/T Salary	Total Cost				
		D = 141 = =						
		Positions						
Supervisor	0.30	12	\$ 4,500.00	\$ 16,200.00				
Lead	0.25	12	\$ 3,600.00	\$ 10,800.00				
TA	1.00	12	\$ 2,800.00	\$ 33,600.00				
TA	0.50	12	\$ 2,800.00	\$ 16,800.00				
TA	0.50	12	\$ 1,600.00	\$ 9,600.00				
TA	0.30	12	\$ 2,800.00	\$ 10,080.00				
Bookkeeping Specialist	1.00	12	\$ 3,500.00	\$ 42,000.00				
				\$ -				
Total Funded Salaries	3.85			\$ 139,080.00				

## Project Vida ARPA

You must include expenses for <u>all staff</u> that will work on the project.

The total on this page must correspond to the total on Expense Summary.

	Total Project Budget						
Payroll-based Costs	Benefit Rate	Salary Base	Total Cost				
Fringe Benefits	7.2500%	139080	\$ 10,083.30				
Health Insurance	2.6900%	139080	\$ 3,741.25				
			\$ -				
			\$ -				
			-				
			\$ -				
			-				
Employee-based Costs	Covered Staff	Cost per Employee	Total Cost				
			\$ -				
			\$ -				
			\$ -				
			-				
			\$ -				
			-				
Other Benefits							
(please itemize)	Basis for	r Estimate	Total Cost				
	Months	Amount					
			\$ -				
			-				
			-				
			-				
			-				
			\$ -				
Total Benefits			\$ 13,824.55				

## **Project Vida ARPA**

You must include all <u>PARTNERS OR CONTRACTORS</u> that will work on the project. Provide clear description of services to be provided and the rate at which the consultant will be paid. Any consultant that will be performing services for this project and receiving \$5,000 or more funds as part of this budget that will be performing services for this project and receiving \$5,000 or more funds as part of this budget is considered to be a "partner". A "Partner Supplement" must be provided for each partner sharing funds and responsibility for this project. The City's prior written approval will be required for any changes exceeding 10% within the consultants' line item. The total on this page should correspond to the

total on Expense Summary.
---------------------------

total on expense sun		Total Project Budget				
Partners / Contractors	Services Provided & Costing Methods	Units	Rate	Total Cost		
Total Contractual				\$ -		

## **Project Vida ARPA**

Agencies purchasing equipment with ARPA funds must demonstrate that they are NOT on a flood plain or provide a copy of valid flood insurance covering the life of the grant.

	oject Budget		
Occupancy Costs	Months	Monthly Rate	Total Cost
Rent/lease costs			
Communications			
Utilities			
Electric service			
Natural gas service			
Water & sewer service			
Other occupancy costs			
Equipment Rental & Maintenance	Basis for Estimate		Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
Equipment Purchases	Basis for Estimate		Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
Total Occupancy & Equipment			\$ -

## **Project Vida ARPA**

Use this page to provide information on any line item not included in the previous Supporting Schedules. You must include all applicable expenses for the project. The totals on this page should correspond to the totals on Expense Summary. The total of Supporting Schedules 1-5 must match Project Budget. List only and all line items on Project Budget that are not covered on any previous Supporting Schedules. Give details for any expense that Economic Development is asked for \$500+ in funds.

	Total Project Budget						
Item Description	Basis for Estimate				Total Cost		
Item Description	Unit		Amount		Total Cost		
Mileage reimbursements	0.67	\$	2,239.00	\$	1,500.13		
Postage & shipping				\$	-		
Printing & publications				\$	-		
Supplies				\$	5,357.89		
Communications & Marketing	12	\$	350.00	\$	4,200.00		
Insurance							
General liability							
Professional liability							
D & O liability							
Auto liability							
Property & casualty							
Fidelity bonding							
Other insurance							
Travel (long distance)				\$	2,037.43		
air fares							
ground transport							
meals & lodging							
Other Expenses (please itemize)							
Administrative Fee	10%	\$	200,000.00	\$	20,000.00		
Domebook Software	233	\$	60.00	\$	14,000.00		
Total Supplemental Items				\$	47,095.45		

Agency Name:	Project Vida ARPA							
Public Services Application: Site Breakdown for Multi-Site Projects								
Name of Site (Activity)*  (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	ARPAFunds Total	Outside Funds	Total Site Cost	Units of Service			
1								
Line item 1 (ex. Salaries)								
Line Item 2								
Line Item 3								
Line Item 4								
2								
Line item 1 (ex. Salaries)								
Line Item 2								
Line Item 3								
Line Item 4								
3								
Line item 1 (ex. Salaries)								
Line Item 2								
Line Item 3								
Line Item 4								
4								
Line item 1 (ex. Salaries)								
Line Item 2								
Line Item 3								
Line Item 4				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
5								
Line item 1 (ex. Salaries)								
Line Item 2								
Line Item 3								
Line Item 4					.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
6								
Line item 1 (ex. Salaries)								
Line Item 2								
Line Item 3								
Line Item 4								
7								
Line item 1 (ex. Salaries)								
Line Item 2								
Line Item 3								
Line Item 4								
Total		\$0						
*If more than one activity will be at the	e same address, list the activity in paren	theses. For Exa	mple, "Community	Center (Couns	eling)" and			
"Community Center (Food Drive).								
		0 6 0						
	Pa	ge 8 of 9						
*** Add lines for more line items and s	sites as needed							

# ECONOMIC DEVELOPMENT RESPONSE + RECOVERY PUBLIC SERVICES FUNDING UNIT OF SERVICE DATA

AGENCY LEGAL NAME: Project Vida (AS APPEARS ON CURRENT ARTICLES OF INCORPORATION)

PROJECT TITLE:		
Complete information for current year, even if Economic Development is the project.	not current	ly funding
· · · · · · · · · · · · · · · · · · ·	city Portion	ly funding  Total  Project
the project.	City	Total
the project.  Current Year FYE22	City	Total
the project.  Current Year FYE22  Number of units of service delivered	City	Total
Current Year FYE22  Number of units of service delivered  Cost to deliver these units (project cost)  Cost per unit of service (divide project cost by units)  Number of unduplicated clients to be served	City	Total
the project.  Current Year FYE22  Number of units of service delivered  Cost to deliver these units (project cost)  Cost per unit of service (divide project cost by units)	City	Total
Current Year FYE22  Number of units of service delivered Cost to deliver these units (project cost) Cost per unit of service (divide project cost by units) Number of unduplicated clients to be served Percent of overall clients reported	City	Total
Current Year FYE22  Number of units of service delivered Cost to deliver these units (project cost) Cost per unit of service (divide project cost by units) Number of unduplicated clients to be served Percent of overall clients reported  Budget Year FYE23	City	Total
Current Year FYE22  Number of units of service delivered Cost to deliver these units (project cost) Cost per unit of service (divide project cost by units) Number of unduplicated clients to be served Percent of overall clients reported  Budget Year FYE23 Number of units of service delivered	City	Total
Current Year FYE22  Number of units of service delivered Cost to deliver these units (project cost) Cost per unit of service (divide project cost by units) Number of unduplicated clients to be served Percent of overall clients reported  Budget Year FYE23 Number of units of service delivered Cost to deliver these units (project cost)	City	Total
Current Year FYE22  Number of units of service delivered Cost to deliver these units (project cost) Cost per unit of service (divide project cost by units) Number of unduplicated clients to be served Percent of overall clients reported  Budget Year FYE23 Number of units of service delivered	City	Total

## 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. A person making a contribution, including the contributor's spouse. "Contributor" "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	
Business Name	
Agenda Item Type	
Relevant Department	

	tions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.
<b>√</b>	I have <b>NOT</b> 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

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/1880 BY	
District 1		
District 2		5
District 3	1136	80
District 4	11, 130,000	5
District 5		
District 6	A A A	
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: Bill Schlesinger Digitally signed by Bill Schlesinger Date: 2024.07.03 05:09:29 -06'00' Date: 7/3/2024	Signature: Bill Schlesinger	Digitally signed by Bill Schlesinger Date: 2024.07.03 05:09:29 -06'00'	7/3/2024
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## El Paso, TX

## Legislation Text

File #: 24-1007, Version: 1

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

## **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

### **District 1**

Economic and International Development, Alejandra Fuentes, (915) 319-0120 Economic and International Development, Karina Brasgalla, (915) 212-0094

### AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to execute a First Amendment of the Chapter 380 Economic Development Program Agreement dated May 6, 2014 by and between the CITY OF EL PASO, TEXAS, a home-rule municipality of El Paso County, Texas and TENET HOSPITALS LIMITED (hereinafter referred to as "TENET"), a Texas limited partnership, duly acting herein by and through its general partner, to revise the full-time definition, in exchange for a reduced Grant Period and total aggregate Grant amount.

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### **Definitions:**

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**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	Nicholas Lejeda
Business Name	The Hospitals of Providence
Agenda Item Type	Chapter 380 Agreement - Regular City Council
Relevant Department	Economic & International Development Department

**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.

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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	1/0/18/30	
District 1	W/85	
District 2	五湯	80
District 3	143	20
District 4	1 300000	5/,//
District 5		
District 6	A PAY A	
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.

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

AGENDA DATE: July 30, 2024

CONTACT PERSON(S) NAME AND PH. NUMBER: Alejandra Fuentes, (915) 212-1618

Karina Brasgalla, (915) 212-0094

**DISTRICT(S) AFFECTED**: 1

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 execute a First Amendment of the Chapter 380 Grant Agreement dated May 6, 2014 by and between the City of El Paso, Texas, a home-rule municipality and Tenet Hospitals Limited, a Texas Limited Partnership, to revise the Full-Time Employment definition, shorten the Grant Period, and lower the aggregated Grant Amount.

## **BACKGROUND / DISCUSSION:**

On May 6, 2014 City Council approved a Chapter 380 Economic Development Program Grant Agreement, between the City of El Paso and Tenet Hospitals Limited for the construction of a new facility and expansion of their operations within the City of El Paso in relation to undertaking of an economic development project in the health services industry. Tenet was required to invest a minimum of 120M in Capital Improvements, and create and retain employees. Incentives included a Property Tax Rebate, Impact Fund Grant and Building Permit Fees Rebate, not to exceed \$12.8M.

Tenet Hospitals exceeded their contractual investment at the Transmountain Campus, with \$185M in qualified expenditures. Due to a number of issues affecting the healthcare system nationwide, including COVID-19, Tenet has been working with the City to adjust the employment metrics to reflect current operations.

The proposed Amendment will revise the Full Time Employee (FTE) definition to better align with State reporting and healthcare industry standards. This will also reflect the unique scheduling and coverage needs of Tenet Hospitals across their now four locations. The grant period will be shortened and Tenet will be unable to claim incentives for the years in default (2017-2022). The termination date will remain as 2032. In addition to the FTE adjustment to hours, the overall employment requirements will be lowered and the incentives reduced proportionally (-18%). The new total incentive amount is \$6.38M.

## PRIOR COUNCIL ACTION:

On May 6, 2014 City Council approved a Chapter 380 Economic Development Program Grant Agreement between the City of El Paso and Tenet Hospitals Limited for the construction of a new facility and expansion of its operations within the City of El Paso.

## AMOUNT AND SOURCE OF FUNDING:

Agreement includes a \$1.5M grant to be paid out of the Impact Fund

HAVE ALL AFFECTED	DEPARTMENTS	BEEN NOTI	FIED? <u>X</u>	YES	NO

PRIMART DEPARTMENT:	Economic & international Development	

****	**************************************	
	2021	
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 execute a First Amendment of the Chapter 380 Economic Development Program Agreement dated May 6, 2014 by and between the CITY OF EL PASO, TEXAS, a home-rule municipality of El Paso County, Texas and TENET HOSPITALS LIMITED (hereinafter referred to as "TENET"), a Texas limited partnership, duly acting herein by and through its general partner, to revise the full-time definition, in exchange for a reduced Grant Period and total aggregate Grant amount.

PASSED AND APPROVED this	day of	20
	CITY OF EL PAS	0:
ATTEST:	Oscar Leeser Mayor	
Laura N. Prine City Clerk		
APPROVED AS TO FORM:	APPROVED AS T	O CONTENT:
Oscar Gomez Assistant City Attorney	Karina Brasgalla, In Economic and Inter	nterim Director

STATE OF TEXAS	)	FIRST AMENDMENT TO CHAPTER 380
	)	ECONOMIC DEVELOPMENT PROGRAM
COUNTY OF EL PASO	)	AGREEMENT

This FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT PROGRAM AGREEMENT ("Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024 by the CITY OF EL PASO, TEXAS ("City"), a Texas home rule municipal corporation and TENET HOSPITALS LIMITED (hereinafter referred to as "TENET"), a Texas limited partnership, duly acting herein by and through its general partner. The parties mutually agree to an Amendment as follows:

WHEREAS, on May 6, 2014, City and TENET entered into an Economic Development Program Agreement (the "Agreement"), a copy of which is attached and labeled as Exhibit "A-1" for the purposes of promoting local economic development and stimulating business and commercial activity; and

WHEREAS, TENET requested the performance based economic development grant for the purpose of developing the medical facilities located at the southeast intersection of Transmountain Road and Resler Drive, El Paso, Texas and known as the Transmountain Campus to encourage increased economic development in the City, increased property tax revenues, and the City's improved ability to provide for the health, safety and welfare of the citizens of El Paso; and

WHEREAS, the City and TENET desire to amend the Agreement to revise the full-time definition, in exchange for a reduced Grant Period and total aggregate Grant amount;

WHEREAS, the City has concluded and hereby finds that the Agreement and Amendment embody an eligible program and clearly promotes economic development in the City of El Paso and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interest of the City and TENET.

**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:

- 1. The definition of "Full-Time Employment" as identified in Subsection 1(E) of the Agreement is revised to read as follows:
  - E. Full-Time Employment means a job in El Paso, Texas that:
    - A) Is created and/or retained by TENET, where the employee is on active status and on the payroll of TENET (or its subsidiary or wholly-owned affiliate) on the last day of the reporting year.
    - B) Maintains employment where an employee is regularly scheduled to work no less than 35 hours a week on average, calculated as Total Hours Worked/Number of Weeks Worked = 35 or more hours worked per week; and

- C) Is eligible for full company benefits, including company paid health insurance (Employee must not be required to pay more than fifty percent (50%) of the premium) with such jobs being located at the Development, within the City of El Paso, Texas. These requirements are more completely described in Exhibit "C-1," which is attached hereto and incorporated herein for all purposes.
- 2. Subsections 4(B) of the Agreement is revised to read as follows:
  - B. Pursuant to the City's "Incentives Policy-Guidelines Criteria" and a cost/benefit calculation completed solely by and at the City's discretion, the City shall determine the total amount of Grant Payments due to TENET, if any on an annual basis. The minimum amount of the Grant Payment TENET shall be eligible for each year shall be as set forth in Exhibit "C-1." The amount of the Grant payment TENET shall be eligible for each year shall be as set forth in Exhibit "C-1." The Grant payments due to TENET, if any, shall be the sum of the amounts derived from the following two sources:
    - 1) Grant Period Years 1-5 ONLY Subject to the minimum job creation and retention requirements identified in Exhibit "C-1" during years 1-5 of the Grant Period TENET shall be eligible for an annual grant of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) payable from the Economic Development Incentive Policy Impact Fund account derived from the El Paso Electric Company franchise fee paid to the City pursuant to the Franchise Agreement adopted by Ordinance No. 017460, as amended. The Grant period will commence with year one being calendar year 2023; and
    - 2) <u>Grant Period Years 1 through 10</u> 65% of the total value of the City's portion of the incremental ad valorem tax revenue generated by the personal property and real property above the Base Year Value Any incremental ad valorem tax revenue for which Tenet qualifies during years 1-10 of the Grant Period as set forth in Exhibit "C-1. The Grant period will commence with year one being calendar year 2023.
- 3. Subsection 4(D) of the Agreement is revised to read as follows:
  - D. Under no circumstances shall the total aggregate of Grant payments exceed the lesser of \$6,379,791.06 or the total value of the City's portion of the incremental ad valorem property tax revenue generated by the Development above the Base Year Value for the Development for the Grant Period.
- 4. Exhibit "C" of the Agreement is deleted in its entirety and replaced by Exhibit "C-1," attached hereto. Any reference to "Exhibit 'C" in the Agreement is replaced with reference to "Exhibit 'C-1."
- 5. Exhibit "D" of the Agreement is deleted in its entirety and replaced by Exhibit "D-1," attached hereto. Any reference to "Exhibit 'D" in the Agreement is replaced with reference to "Exhibit 'D-1."

- 6. **Recapture.** Should the TENET default under the terms of this agreement and provided that the cure period for such default has expired, the City may exercise the remedies set forth in Section 5 of this Agreement.
- 7. Except as amended herein, the Agreement between the City and TENET shall remain in full force and effect.

(Signatures begin on the following page.)

the day of	, 2024.
	CITY OF EL PASO, TEXAS:
	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
STATE OF TEXAS §	ACKNOWLEDGMENT
§	
COUNTY OF EL PASO §	
	vledged before me on the day of ty Manager of the City of El Paso, Texas.
2024, by Cary Westin, as interim Ch	iy Mininger of the City of 21 1 100, 1 cites.
	Natara Buklia State of Towns
	Notary Public, State of Texas
My Commission Expires:	
	<del> </del>

(Signatures continue on the following page.)

Page 4 of 9

		Name:	Nicholas Tejeda
		Title:	Group President, Western Group
	AC	KNOWLEDGMEN	VT
STATE OF TEXAS	§		-
	§		
COUNTY OF EL PASO	§		
2024, by <u>Nicholan</u> LIMITED.	ejedC as	before me on the _	day of fine.
BONNIE CH/ My Notary ID # 12 Expires June 26	28585413	<u>La</u> Notary	Public, State of Texas
My Commission Expires:			(
Lo.24.24		<u></u>	

TENET HOSPITALS LIMITED

## **EXHIBIT A-1**

[Economic Development Agreement dated May 6, 2014]

## **EXHIBIT C-1**

## **Employment Requirements**

## SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order for TENET or its affiliate to be eligible for any Grant Payments, TENET or its affiliate is required to create and maintain the Full-Time Employment positions by December 31 of each full tax year during the Grant Period, with Year 1 beginning in 2023, as follows.:

-	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 1
Jobs Retained	2,398	2698	2698	2698	2698	2698	2698	2698	2698	2698
Jobs Created	300	0	0	0	0	0	0	0	0	0
Total Jobs	2698	2698	2698	2698	2698	2698	2698	2698	2698	2698

## SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

- A. TENET is required to create and maintain a minimum of at least eighty percent (80%) of Three Hundred (300) full-time employment positions at the Transmountain Hospital in years one through ten (1-10). The 300 full-time employment positions shall comply with the Full-Time Employment requirements of the Agreement.
- B. TENET is required to retain a minimum of at least eighty percent (80%) of the two thousand three hundred ninety-eight (2,398) existing El Paso full-time employment positions at TENET's existing three (3) hospitals on years one through ten (1-10): Providence Memorial Hospital, Sierra Providence East Medical Center, and Sierra Medical Center. Retained employees are allowed to transfer between hospitals for staff coverage.
- C. At least ninety percent (90%) of the new jobs required herein shall pay a wage equal to or greater than ninety percent (90%) of the Median County Wage.

TENET or its affiliate remains eligible for Grant Payments so long as the Total Full Time Employees, as stated in this Exhibit C-1, are met on an annual basis. The Jobs Retained and Jobs Created positions shall comply with the Full-Time employment requirements of the agreement.

Should TENET fail to create and maintain one-hundred percent (100%) of the new or retained full-time employment positions required by Sections 1 and 2 of this Exhibit, but it creates and maintains at least eighty percent (80%) of the required positions, the amount of the Section 4(B)(1) impact grant and the Section 4(B)(2) tax increment grant shall be proportionally reduced on a percentage basis (rounded up to the next full percent) to reflect the amount by which TENET failed to attain one hundred percent (100%) of the required positions. For example, should TENET create and maintain 290 (or ninety-six and sixty-six hundredths percent (96.66%) of the required 300 jobs, the sixty-five percent (65%) used to calculate the tax increment grant shall be reduced by four percent (4%) to sixty-one percent (61%) and the impact grant shall likewise be reduced by four percent (4%) to \$288,000 (96% of \$300,000).

The amount of Grant payments shall be proportionally reduced using this same methodology in the event TENET fails to retain one-hundred percent (100%) of the full-time positions required by Section 4(B)(2). For example, should TENET retain 2,277 (or ninety-four and ninety-five hundredths percent (94.95%) of the required 2,398 jobs, the sixty-five percent (65%) used to calculate the tax increment grant shall be

reduced by six percent (6%) to fifty-nine percent (59%) and the impact grant shall likewise be reduced to \$282,000 (94% of \$300,000).

The proportional reductions described above shall be applied cumulatively. For example, assuming both scenarios described in the previous paragraphs take place in the same year, the tax increment grant shall be reduced from sixty-five percent (65%) to fifty-five percent (55%) and the impact grant shall be reduced to \$300,000 to \$270,000.

Should the applicant fall below the minimum thresholds for either the number of Jobs Created or Retained Jobs, no Grant Payment will be owed to TENET for the Grant Period.

### **SECTION 3. MEDIAN COUNTY WAGE**

For the purposes of this Agreement, the Median County Wage is that wage established for the County of El Paso as adjusted on January 1 of each year. However, in no event shall the applicable Median County Wage used for determination of Grant Payment eligibility be less than the Median County Wage established for 2023, which is \$17.31 per hour.

## **EXHIBIT D-1**

## [Grant Submittal Package Form]

Tenet Hospitals, Limited believes that it has	as substantia	ally me	t its ob	ligations u	nder th	ne Chap	ter 380	
Agreement dated the day of	, 20	and	signed	by			of	
Tenet Hospitals, Limited Pursuant to the	Agreement,	Tenet :	Hospit	als, Limit	ed sub	mits thi	s Grant	
Submittal Package Form in compliance with payments referenced in the Agreement in co	the Agreer	nent an	d in an	ticipation	of rece	eiving th	ne Grant	
As required by the Agreement, the following	g informatio	n is su	bmitted	i.				
1. Job Certification Report Spreadshee	et with the fe	ollowin	g breal	kdown:				
Last Name First Name Job Title Hire Date Termination Date	Job Category (New/retained)	Total Hours Worked in the Year	Weeks Worked in the Year	Hourly Wage	Gross Annual Salary	Employm ent Status (FT/PT)	Percentage employee pays for medical premium	Percenta compar pays fo medica premiur
<ol> <li>Insurance Benefits Packet</li> <li>Employee Benefits Packet (pto, vac</li> <li>Property Tax Payment Receipt(s) of</li> </ol>								
It is understood by <b>Tenet Hospitals</b> , <b>Limite</b> process this request and reserves the right to been complied with.	ed that the Codeny the Co	City of I	El Pasc aim if t	has up to he terms o	ninety f the A	(90) da Agreeme	ys to ent have	not
		Tene	t Hosp	itals, Lim	ited			
		Nam	e: Nich	olas Tejed	a			

Title: Group President, Western Group

## 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.** 

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### **Contributor / Donor Information:**

Full Name	Nicholas Tejeda
Business Name	The Hospitals of Providence
Agenda Item Type	Chapter 380 Agreement - Regular City Council
Relevant Department	Economic & International Development Department

**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.

1

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.

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OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/18/30	
District 1	W/85	
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District 3	143	20
District 4	1 300000	5/,//
District 5		
District 6	A PAY A	
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:	Occusioned by:  Mcholas & Tyrda	Date:	6/11/2024   11:39 AM CDT
	-F6CFC496F4C345F	_	<del></del>

## El Paso, TX

## Legislation Text

File #: 24-1020, Version: 1

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

## **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

### **District 4**

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

### AGENDA LANGUAGE:

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

Discussion and action that City Council approve a Task Order in the amount of \$443,865.47 to International Eagle Enterprises Inc. for the construction of Palomino Laramie Intersection Drainage Improvements.

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

AGENDA DATE:

July 30, 2024

**PUBLIC HEARING DATE:** 

N/A

**CONTACT PERSON(S) NAME** 

AND PHONE NUMBÈR:

**Yvette Hernandez, P.E., City Engineer, 212-0065** 

**DISTRICT(S) AFFECTED:** 

**District 4** 

STRATEGIC GOAL:

No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

No. 7.2 Improve competitiveness through infrastructure

improvements impacting the quality of life.

## SUBJECT:

Discussion and action that City Council approve a task order in the amount of \$443,865.47 to International Eagle Enterprises Inc. for the construction of Palomino Laramie Intersection Drainage Improvements.

## **BACKGROUND/DISCUSSION:**

The intersection of Palomino Street and Laramie Circle, located in Northeast El Paso, is a new three (3) year old development that is experiencing severe flooding from adverse weather. The project consists of drainage improvements that includes but is not limited to the demolition of existing concrete and the installation of new sidewalk, curb & gutter, rolled curbs, ADA ramps, stem walls, rock walls, flap grate for reinforced concrete pipe (RCP) outlet, and concrete flumes that include steel plates/grates.

### PRIOR COUNCIL ACTION:

July 10, 2023 City Council approved award to International Eagle Enterprises Inc. for the 2023-0358 Collector and above Street Resurfacing On-Call Contract.

## AMOUNT AND SOURCE OF FUNDING:

Amount: \$443,865.47

Funding Source: FY23 Residential Street Resurfacing Account: 532 – 2560 – 32120 – 522270– P23STYR4RES

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

PRIMARY DEPARTMENT: Capital Improvement Department

**SECONDARY DEPARTMENT: Streets and Maintenance Department** 

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client

department should sign also)

Revised 04/09/2021

## DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

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### **Contributor / Donor Information:**

Full Name	
Business Name	
Agenda Item Type	
Relevant Department	

**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	110/188/280	
District 1		
District 2		S
District 3		88 0
District 4	1 300000	5/,//
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: Date:	
------------------	--

Project Name: Palomino Larami	ie Intersection Drainage Improvements	Date Received:	7/15/2024	<b>✓</b>
Solicitation Number:	2023-0258	Contractor:	INTERNATIONAL EAGLE ENTERP	RISES INC.
Change Order Number:	One (1)	_ Date CO was Identified:	March 13	, 2024
				FY23 Residential Street
Funding Type: QOL  Contingency: Original Budget:	General Fund TXDO	\$4,210,9	FAA OTHER: _ 172 budget summary report provided 10.00 PO No.(s):	Resurfacing on pg. 21 of this change or TBD
_		(See attache	d Peoplesoft report, funding available)	
Identified by: DOR ☐ Impacts: Cost ☑ ✓	Contractor □ User D  Time* ☑ V	· /	Other: City Leadership  y Schedule activity impacted, attach frag-net jus	tifying time
	d unless work is ordered in writing by			urying ume.
If written Order provided prior to formal execution	n of CO attach copy of the written directive, and justific	ation, as why the direction was neces	ssary prior to a formal agreement. Attach concurre	
Change order Type Check One:	of El Paso, Contract Specific by Resolution. If formal RI Mandatory		<u>_</u>	ог анасп сору.
<b>.</b>	not function for intended purpose) If mandatory attack			CO corrects, or Documentation
Differing site condition:	Engineering (	Change/Construction Deficience	cv: 🔽	
User requested change**: □		Contractor Initiated:		
Designer Directive (ASI):	Error and Om			
Value Engineering Change: □	Quantity Adju	stment:	_	
** Identify Funding source FY23  Justification:	Residential Street Resurfacing Grandt Funde	end Projects <b>attach</b> concurrer	nce of Grant Funded program Director.	
adverse weather. The drainage plan desto prevent severe flooding from occuring dated 05/24/2023.  *Price & Time: The PM prepared a ROM estimate base	elopment, located at the intersection of Palor sign for the new development did not provid- g for this intersection, change is required to de- ed on RS Means and existing bid tabs. ROM 13,865.47 with ninety (90) calendar days. Th	e sufficient coverage to handle construct Palomino Laramine I I estimate totaled to \$488,464.	the amount of run-off water caused by Intersection Drainage Improvements Pro 38 with ninety (90) calendar days const	adverse weather. In order voject, as per Final Plans ruction duration. The
proposal.  Method Utilized for implementing characteristics.			Cost/Price/Time Analysis	
(Reference general conditions 2.5.2) Check a	Ill that apply		-	t justifying cost and quantities
.1 Unit Bid Prices Previously Approved		suporting documents)	Contractors proposed cost:	\$429,488.34
<ul><li>.2 An Agreed upon Lump Sum</li><li>.3 Actual Cost (Force Account Change)</li></ul>	Attach record on	Negotiations, and cost Analysis) record as per 2.2.5.2.3)	Final Negotiated amount:  Time:Requested _90 _days, justified	\$443,865.47 _X
Independent Cost Estimate prepared Yes X_	No, Validated, Vender Quotes, <u>Published Data,</u> F Spec change, Describe Change (Attach additional she	Previosly agreed Cost, Other (attach o		
Narrative Description of Change SO		ets ii riecessary)		
<ul> <li>Line item 27 - Description: 6" Ro</li> <li>Line item 30 - Description: 4" Sidentification of Palomino Laramine Interest construction of Palomino Laramine Interest construction: Add Line item 57 - Description: Feet Add Line item 58 - Description: Feet Add Line item 60 - Description: Feet Add Line item 62 - Description: Feet Add Line item 63 - Description: Feet Add Line item 65 - Description: Feet Add Line item 66 - Description: Feet Add Line item 67 - Description: Feet Add Line item 69 - Description: Feet Add Line item 70 - Description: Feet Add Line item 70 - Description: Feet Add Line item 71 - Description: Feet Add Line item 72 - Description: Feet Add Line item 72 - Description: Feet Add Line item 73 - Description: Feet Add Line item 74 - Description: Feet Add Line item 74 - Description: Feet Add Line item 74 - Desc</li></ul>	and Gutter, Quantity: 288, Unit: Linear Feet (Idewalk, Quantity: 15, Unit: Linear Feet (Idewalk, Quantity: 506, Unit: Square Feet (Steed below, within the unit price schedule of Ottersection Drainage Improvements Project, and Mobilization, Quantity: 1, Unit: Each, Unit Programmed Signs and Traffic Control, Quantity: Remove Sidewalk, Quantity: 743, Unit: Square Remove Parkway, Quantity: 723, Unit: Square Remove Rockwall, Quantity: 12, Unit: Linear Remove Curb and Gutter, Quantity: 103, Unit: Remove HMAC, Quantity: 1260, Unit: Square Remove Driveway, Quantity: 93.89, Unit: Square Remove Handicap Ramp, Quantity: 2, Unit: Curb Ramp, Quantity: 2, Unit: Each (EA), Unit: Curb Ramp, Quantity: 12, Unit: Linear Feet (Left) Gate for RCP Outlet, Quantity: 1, Unit: Box Culvert, Quantity: 15, Unit: Linear Feet (Concrete Flume, Quantity: 181, Unit: Square Concrete Flume With Steel Plate, Quantity: 5	LF), Unit Price: \$22.00, for a total of Sper Final Plans dated 05/24 ice: \$19,800.00, for a total of \$2.3, Unit: Month, Unit Price: \$2.2 are Feet (SF), Unit Price: \$2.2 are Feet (SF), Unit Price: \$2.2 are Feet (LF), Unit Price: \$2.0 are Feet (SF), Unit Price: \$0.16 are Feet (SF), Unit Price: \$0.16 are Feet (SF), Unit Price: \$35.00, for a total ards (CY), Unit Price: \$35.00, for a total ards (CY), Unit Price: \$1,000 for a total ards (EA), Unit Price: \$11,000 for a total are Feet (SF), Unit Price: \$143.4 for a Feet (SF), Unit	otal of \$330.00 al of \$2,024.00  urfacing On-Call Contract Solicitation No. /2023. 619,800.00 66,000.00, for a total of \$18,000.00 65, for a total of \$1,671.75 65, for a total of \$1,626.75 67, for a total of \$240.00 68: \$10.00, for a total of \$1,030.00 69: \$10.00, for a total of \$2,980.00 69: \$10.00, for a total of \$2,980.00 60: \$10.00, for a total of \$211.25 60, for a total of \$1,600.00 60: \$3,000.00 60: \$3,000.00 60: \$1,600.00 60: \$3,144.00 60.00, for a total of \$1,000.00 60: \$1,000.00	34.00
Total Change Order Cost: \$443,865.47 Construction duration will be 90 consect Unless specifically noted, this Charabove scope of work.  Existing Drawing Reference:  Existing Specification Reference:	cutive calendar days from August 19, 2024, ange Order addresses all compensation  0258; Title 19 - Subdivion Ordinance Design	as per Task Order No. PALON on for time and money, inc	MINO <b>luding an all direct and indirect co</b> s	
	e Improvements Final Plans dated 05/24/202	23	Alinhalm.	94 <i>26</i> Va2
		Pri	nt name Nicholas Gonzalez	9/16/2024
Recommended for Approval by City Eng	Assistant D	Guerrero irector of Capital rovement	7/16/24	Date
Reviewed by Capital Projects Manager	Alon <u>dra Gu</u> Alondr	<i>urrola</i> Date a K. Gurrola	7/16/2024	

Nick, check the time being issued on the Change order it shows 60 days but the scope above shows 90 days. Are we doing 60 for substanital and 30 for punchlist?

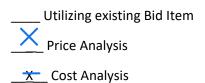
Capital Projects Manager

# Attachment 1, 20 S-2 Documenting Change Order Cost Reasonableness, Sample Summary, Page 1 Contract Change Order Documentation Summery and Determination of Cost Reasonableness:

Contract Name: Palomino Laramie Intersection Drainage Improvements
Solicitation /Project Number: <u>2023-0258; P23STYR4RES</u>
Change Order Number: One (1)
Prepared By:Nicholas Gonzalez
<b>RFP:</b> RFP was not provided by CID. Cost Proposal negotiations were inherited by Streets and Maintenance Department.
In response to an (Select one and entry number and date) RFP numberor Field Directive number dated(Attach Copy).
Initial Cost Estimate:
Check all that apply:
No initial estimate of the change order costs was attempted. (Attach Justification countersigned by assigned DM)
X A ROM Estimate in the amount of <u>\$488,464.38</u> was prepared on Date <u>06/28/2024</u> attach copy.
A Detailed Estimate in the amount of \$ was prepared on Date attach copy.
Contractors Proposal:
The contractor provided a proposal Dated May 30, 2024 (attach copy) in the amount of \$429, 488.34 requesting <u>90</u> Calendar/Working days.
The proposal was reviewed as to the required Scope of work and found to accurately reflect the Scope of Work Yes No _X
The contractor provided a revised proposal Dated July 15, 2024 (attach copy) in the amount of \$443, 865.47 requesting90 Calendar/Working days.
The proposal was reviewed as to the required Scope of work and found to accurately reflect the Scope of Work Yes X No.

### Attachment 1, 20 S-2 Documenting Change Order Cost Reasonableness, Sample Summary, Page 2

**Cost evaluation:** Cost reasonableness was determined using the following methods check all that apply.



(Provide narrative description for each method utilized and how reasonableness was determined) Attach mark up a proposal with negotiation objectives, including accepted cost, Dated and initialed by the Preparer and Assigned Division Manager. Label Marked UP Proposal:

Narrative description of determination of reasonableness: (Attach Continuation sheets as necessary, include detailed table showing Proposed/Objective /and Negotiated when appropriate. (Sample included)

#### Narrative:

- 1. On June 20, 2024, a meeting was held between Capital Improvement Department (CID) and Streets and Maintenance Department (SAM) to discuss the transfer of the project to CID and project details. Initial Cost Proposal for a total of \$429,488.34 from International Eagle Enterprises Inc. was provided to CID by SAM.
- 2. CID PM reviewed the initial cost proposal and provided comments to International Eagle Enterprises Inc. on June 25, 2024. CID PM identified discrepancies on the quantities, based on the quantities noted and measured on the final plans.
- 3. Contractor provided revised cost proposal on July 15, 2024 for a total of \$443,865.47 requesting 90 calendar days.
- 4. CID PM evaluated Contractor's cost proposal by using a ROM estimate for a total of \$488,464.38 with a three (3) month construction duration.
- 5. The PM determined the proposal was reasonable based upon comparison of the contractor's proposal.

## CITY OF EL PASO CONSTRUCTION CHANGE ORDER CONSTRUCTION CHANGE ORDER NO.: DATE: July 16, 2024 **SCOPE CHANGE** PROJECT: **SOLICITATION NO.** 2023-0258 Palomino Laramie Intersection Drainage Improvements **CONSTRUCTION CHANGE** Original Contract Amount: \$ 90 Contract Time to Subtantial Completion 0 Net Change by previous Change Orders: Total days added due to Change Orders and CQN's Net Change by previous Construction Quantity Notices: \$ 0 Total days added for this Change Order 443,865.47 90 Amount of this Construction Change Order: \$ New Contract Time to Substantial Completion: 11/17/2024 New Amended Contract Amount: \$ 443,865.47 Current Substantial Completion Due Date Change Order Percentage: **CONTRACTOR NAME:** International Eagle Enterprises, Inc. FY23 Residential Street Resurfacing Please provide a detailed scope of work of the change order (see back for reason/justification): This change is for the following: 1. Utilize existing bid items, listed below, from Collector and above Street resurfacing On-Call Contract Solicitation No. 2023-0258 for the construction of Palomino Laramine Intersection Drainage Improvements Project, as per Final Plans dated 05/24/2023. • Line item 23 - Description: Stem Wall, Quantity: 53.5, Unit: Cubic Feet (CF), Unit Price: \$32.00, for a total of \$1,712.00 • Line item 26 - Description: Curb and Gutter, Quantity: 288, Unit: Linear Feet (LF), Unit Price: \$20.00, for a total of \$5,760.00 • Line item 27 - Description: 6" Rolled Curb, Quantity: 15, Unit: Linear Feet (LF), Unit Price: \$22.00, for a total of \$330.00 • Line item 30 - Description: 4" Sidewalk, Quantity: 506, Unit: Square Feet (SF), Unit Price: \$4.00, for a total of \$2,024.00 2. Incorporate new base bid items, listed below, within the unit price schedule of Collector and above Street resurfacing On-Call Contract Solicitation No. 2023-0258 for the construction of Palomino Laramine Intersection Drainage Improvements Project, as per Final Plans dated 05/24/2023. • Add Line item 57 - Description: Mobilization, Quantity: 1, Unit: Each, Unit Price: \$19,800.00, for a total of \$19,800.00 • Add Line item 58 - Description: Barricade Signs and Traffic Control, Quantity: 3, Unit: Month, Unit Price: \$6,000.00, for a total of \$18,000.00 • Add Line item 59 - Description: Remove Sidewalk, Quantity: 743, Unit: Square Feet (SF), Unit Price: \$2.25, for a total of \$1,671.75 • Add Line item 60 - Description: Remove Parkway, Quantity: 723, Unit: Square Feet (SF), Unit Price: \$2.25, for a total of \$1,626.75 • Add Line item 61 - Description: Remove Rockwall, Quantity: 12, Unit: Linear Feet (LF), Unit Price: \$20.00, for a total of \$240.00 • Add Line item 62 - Description: Remove Concrete Bench, Quantity: 103, Unit: Square Feet (SF), Unit Price: \$10.00, for a total of \$1,030.00 • Add Line item 63 - Description: Remove Curb and Gutter, Quantity: 298, Unit: Linear Feet (LF), Unit Price: \$10.00, for a total of \$2,980.00 • Add Line item 64 - Description: Remove HMAC, Quantity: 1260, Unit: Square Feet (SF), Unit Price: \$0.16, for a total of \$201.60 • Add Line item 65 - Description: Remove Driveway, Quantity: 93.89, Unit: Square Feet (SF), Unit Price: \$2.25, for a total of \$211.25 • Add Line item 66 - Description: Remove Handicap Ramp, Quantity: 2, Unit: Each (EA), Unit Price: \$800.00, for a total of \$1,600.00 • Add Line item 67 - Description: Curb Ramp, Quantity: 2, Unit: Each (EA), Unit Price: \$1,500.00, for a total of \$3,000.00 • Add Line item 68 - Description: Excavation, Quantity: 162.89, Unit: Cubic Yards (CY), Unit Price: \$35.00, for a total of \$5,701.15 Add Line item 69 - <u>Description</u>: Rockwall, <u>Quantity</u>: 12, <u>Unit</u>: Linear Feet (LF), <u>Unit Price</u>: \$262.00, for a total of \$3,144.00 • Add Line item 70 - Description: Flap Gate for RCP Outlet, Quantity: 1, Unit: Each (EA), Unit Price: \$11,000.00, for a total of \$11,000.00 • Add Line item 71 - Description: Box Culvert, Quantity: 15, Unit: Linear Feet (LF), Unit Price: \$1,663.74, for a total of \$24,956.14 • Add Line item 72 - Description: Concrete Flume, Quantity: 181, Unit: Square Feet (SF), Unit Price: \$143.43, for a total of \$25,960.83 • Add Line item 73 - Description: Concrete Flume With Steel Plate, Quantity: 54, Unit: Square Feet (SF), Unit Price: \$1,396.00, for a total of \$75,384.00 • Add Line item 74 - Description: Concrete Flume With Grate, Quantity: 172, Unit: Linear Feet (LF), Unit Price: \$1,381.00, for a total of \$237,532.00 Total Change Order Cost: \$443,865.47 Construction duration will be 90 consecutive calendar days from August 19, 2024, as per Task Order No. PALOMINO Unless specifically noted, this Change Order addresses all compensation for time and money, including an all direct and indirect cost associated with the above scope of work. CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 443,865.47 **TOTAL CHANGE ORDER AMOUNT:** CONTRACTOR: Marcos Molina International Eagle Enterprises Inc. agree and accept the terms and conditions of this change order 7/18/2024 Signature: Date: **CITY OF EL PASO (OWNER)** Yvette Hernandez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form. 7/18/24 Date: Signature: Yvette Hernandez, P.E.

# CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2 **CONSTRUCTION CHANGE ORDER NO.:** DATE: July 16, 2024 SCOPE CHANGE Palomino Laramie Intersection Drainage Improvements PROJECT: **SOLICITATION #** 2023-0258 **CONSTRUCTION CHANGE** Purchase Order No. AS A RESULT OF THIS CHANGE ORDER, PLEASE MAKE THE FOLLOWING ADJUSTMENT TO THE PURCHASE ORDER: TOTAL NET CHANGE TO (should match cost below) Additional funding/direction: Reason/Justification for change order: A new three (3) year old residential development, located at the intersection of Palomino Street and Larmie Circle in Northeast El Paso, is exerperiencing severe flooding from adverse weather. The drainage plan design for the new development did not provide sufficient coverage to handle the amount of run-off water caused by adverse weather. In order to prevent severe flooding from occuring for this intersection, change is required to construct Palomino Laramine Intersection Drainage Improvements Project, as per Final Plans dated 05/24/2023. \*Price & Time: The PM prepared a ROM estimate based on RS Means and existing bid tabs. ROM estimate totaled to \$488,464.38 with ninety (90) calendar days construction duration. The contractor submitted a proposal for \$443,865.47 with ninety (90) calendar days. The PM determined the proposal was reasonable based upon comparison of the contractor's proposal. Nicholas Gonzalez Alondra Gurrola 07/16/2024 Project Manager recommends approval: 7/16/2024 Capital Projects Manager recommends approval:

## Initial Cost Proposal dated 05/30/2024



May 30, 2024

OWNER:

Capital Improvements City Of El Paso 218 N. Campbell St. 915-212-0065

**SOLICITATION No.**: 2023-0258

**PROJECT:** Collector and Above Street Resurfacing 2023

**COUNTY:** El Paso

ATTN: Mr. Antonio Bustillos

**RE:** Proposal for Palomino Laramine Intersection Drainage Improvements

Dear Mr. Bustillos

See proposal below for the entire work items found in the plans and specifications provided on 3/13/2024 . This work will require 3 months of additional time from the Starting day of this project and we are ready to proceed with this work per your directive as soon as June 3 2024 Pending Permits. Please note any unforeseen work is not included in this proposal.

Should you require additional information, please do not hesitate to contact us.

Sincerely

Marcos Molina

International Eagle Enterprises, Inc. - PO Box 26336, El Paso, TX 79926 (915) 727-9766 FAX 915-633-8588

# Initial Cost Proposal dated 05/30/2024



## Proposal Break Down

DESCRIPTION	UOM	QTY	PRI	CE	TO	ΓAL
MOBILIZATION	EA	1	\$	19,800.00	\$	19,800.00
BARRICADE, SIGNS AND TRAFFIC CONTROL	MO	3	\$	6,000.00	\$	18,000.00
REMOVE SIDEWALK	SF	605	\$	2.25	\$	1,361.25
REMOVE PARKWAY	SF	723	\$	2.25	\$	1,626.75
REMOVE ROCKWALL	LF	12	\$	20.00	\$	240.00
REMOVE CONC BENCH	SF	103	\$	10.00	\$	1,030.00
REMOVE CURB AND GUTTER	LF	298	\$	10.00	\$	2,980.00
REMOVE HMAC	SF	954	\$	0.16	\$	152.64
REMOVE DRIVEWAY	SF	158	\$	2.25	\$	355.50
REMOVE HANDICAP RAMP	EA	2	\$	800.00	\$	1,600.00
SIDEWALK	SF	506	\$	4.00	\$	2,024.00
CURB AND GUTTER	LF	288	\$	20.00	\$	5,760.00
6 IN ROLLED CURB	LF	15	\$	22.00	\$	330.00
CURB RAMP	EA	2	\$	1,500.00	\$	3,000.00
12 IN STEM WALL	CF	71.69	\$	32.00	\$	2,294.08
EXCAVATION	CY	162.89	\$	35.00	\$	5,701.15
ROCKWALL	LF	12	\$	262.00	\$	3,144.00
FLAP GATE FOR RCP OUTLET	EA	1	\$	11,000.00	\$	11,000.00
BOX CULVERT	LF	15	\$	1,663.74	\$	24,956.14
CONC FLUME	SF	181	\$	143.43	\$	25,960.83
CONC FLUME W STEEL PLATE	SF	54	\$	1,330.00	\$	71,820.00
CONC FLUME W GRATE	LF	172	\$	1,316.00	\$	226,352.00
					\$	429,488.34



July 15, 2024

OWNER:

Capital Improvements City Of El Paso 218 N. Campbell St. 915-212-0065

**SOLICITATION No.**: 2023-0258

**PROJECT:** Collector and Above Street Resurfacing 2023

**COUNTY:** El Paso

ATTN: Mr. Antonio Bustillos

**RE:** Proposal for Palomino Laramine Intersection Drainage Improvements

Dear Mr. Bustillos

See proposal below for the entire work items found in the plans and specifications provided on 3/13/2024 . This work will require 3 months of additional time from the Starting day of this project and we are ready to proceed with this work per your directive as soon as August 19, 2024 Pending Permits. Please note any unforeseen work is not included in this proposal.

Should you require additional information, please do not hesitate to contact us.

Sincerely

Marcos Molina

International Eagle Enterprises, Inc. - PO Box 26336, El Paso, TX 79926 (915) 727-9766 FAX 915-633-8588



## Proposal Break Down

DESCRIPTION	UOM	QTY	PRI	CE	TO	ΓAL
MOBILIZATION	EA	1	\$	19,800.00	\$	19,800.00
BARRICADE, SIGNS AND TRAFFIC CONTROL	MO	3	\$	6,000.00	\$	18,000.00
REMOVE SIDEWALK	SF	743	\$	2.25	\$	1,671.75
REMOVE PARKWAY	SF	723	\$	2.25	\$	1,626.75
REMOVE ROCKWALL	LF	12	\$	20.00	\$	240.00
REMOVE CONC BENCH	SF	103	\$	10.00	\$	1,030.00
REMOVE CURB AND GUTTER	LF	298	\$	10.00	\$	2,980.00
REMOVE HMAC	SF	1260	\$	0.16	\$	201.60
REMOVE DRIVEWAY	SF	93.89	\$	2.25	\$	211.25
REMOVE HANDICAP RAMP	EA	2	\$	800.00	\$	1,600.00
SIDEWALK	SF	506	\$	4.00	\$	2,024.00
CURB AND GUTTER	LF	288	\$	20.00	\$	5,760.00
6 IN ROLLED CURB	LF	15	\$	22.00	\$	330.00
CURB RAMP	EA	2	\$	1,500.00	\$	3,000.00
12 IN STEM WALL	CF	53.5	\$	32.00	\$	1,712.00
EXCAVATION	CY	162.89	\$	35.00	\$	5,701.15
ROCKWALL	LF	12	\$	262.00	\$	3,144.00
FLAP GATE FOR RCP OUTLET	EA	1	\$	11,000.00	\$	11,000.00
BOX CULVERT	LF	15	\$	1,663.74	\$	24,956.14
CONC FLUME	SF	181	\$	143.43	\$	25,960.83
CONC FLUME W STEEL PLATE	SF	54	\$	1,396.00	\$	75,384.00
CONC FLUME W GRATE	LF	172	\$	1,381.00	\$	237,532.00
					\$	443,865.47

## **Gonzalez, Nicholas**

From: Gonzalez, Nicholas

Sent: Wednesday, July 17, 2024 9:45 AM

To: Marcos Molina

Cc:Gurrola, Alondra K.; Hernandez, Yvette M.; Garcia, Daniel; Corral; Bustillos, AntonioSubject:RE: Palomino Laramine Intersection Drainage Improvements - Cost ProposalAttachments:Palomino - Task Order (CO) #1\_\$443,865.47 (Contractor Signature Req.).pdf

Good Morning Marcos,

Thank you for confirming that it will be 90 consecutive calendar days for substantial completion, and 30 consecutive calendar days for final completion.

Please find attached the change order for Palomino Laramie Intersection Drainage Improvements. May you please review, receive owner's or owner's representative signature, and return by no later than 10:00AM today, July 17, 2024. Please let me know if you have any questions.

Thank you,



## Nicholas Gonzalez

Capital Improvement Project Manager
Capital Improvement Department
218 N. Campbell St., Second Floor El Paso, TX 79901
gonzalezNX@elpasotexas.gov | 915-216-4287

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message

From: Marcos Molina <marcos@eagle.construction>

Sent: Wednesday, July 17, 2024 9:16 AM

To: Gonzalez, Nicholas <GonzalezNX@elpasotexas.gov>

Cc: Gurrola, Alondra K. <GurrolaAK@elpasotexas.gov>; Hernandez, Yvette M. <HernandezYM@elpasotexas.gov>; Garcia,

Daniel <GarciaDX2@elpasotexas.gov>; Corral <corral@eagle.construction>; Bustillos, Antonio

<BustillosAX@elpasotexas.gov>

Subject: Re: Palomino Laramine Intersection Drainage Improvements - Cost Proposal

**CAUTION:** This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to <a href="mailto:SpamReport@elpasotexas.gov">SpamReport@elpasotexas.gov</a>.

Per our proposal we are requesting 3 months of substantial completion and 30 days to final Nicholas.

Marcos Molina General Manager International Eagle Enterprises 915-345-6790 Marcos@eagle.construction

On Jul 17, 2024, at 9:00 AM, Gonzalez, Nicholas < GonzalezNX@elpasotexas.gov> wrote:

	RECORD OF NEGOTIATION						
DATE:	7/15/2024	PROJEC	T MANAGER:		Nicholas Gonzalez		
PROJECT:		Palomino Laramie Inte	rsection Drainage Impr	rovements			
		SCOPE O	E WODK.				
This change order is to use th	e SAM on-call contract - Solicitat			amie Intersection	Drainage Improvemen	ts as ner final nlans	
dated 05/24/2023.							
NEGOTIATION OBJECTIV	E: Construction budget alloca	ited \$500,000.00 Objective	is to value engineer iten	ns to reach goa	l.		
Contractor's 1st offer			\$429,488.34		Date Submitted	6/25/2024	
PM identified discrepance	es on quantities, based on	quantities noted/measur	ed on final plans		Date	6/25/2024	
Contractor's 2ndoffer		\$	443,865.47		Date Submitted	7/15/2024	
Agreed amount by both par	ties \$443,865.47				Agreement Date:	7/15/2024	
Project Manager Signature	: <u>Nicholas Go</u> r	malsa					
-,	90,	0					



# Streets and Maintenance

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Oscar Leeser

July 16, 2024

#### CITY COUNCIL

District 1
Brian Kennedy

District 2

Dr. Josh Acevedo

**District 3**Cassandra Hernandez

District 4
Joe Molinar

District 5 Isabel Salcido

District 6 Art Fierro

District 7 Henry Rivera

District 8
Chris Canales

INTERIM CITY MANAGER Cary Westin Alfredo Corral, President International Eagle Enterprises Inc. 1458 Lomaland Dr. El Paso, TX 79935

Collectors and Above Street Resurfacing Solicitation No. 2023-0258

Project Site: Intersection of Palomino Street and Laramie Circle, El Paso, Texas 79924

Task Order: No. PALOMINO - Concrete and Drainage Improvements Funding Source: FY23 Residential Street Resurfacing

Please consider this as your official notice to start with the performance of work on the subject project site as referenced. The Contractor is reminded that they are to proceed in accordance with the requirements of the Contract and project documents, including, but not limited to obtaining Traffic Control Plan(s) and utility line spotting prior to beginning actual field activities at the site(s).

The inspector for this project is Steven Flores, and may be contacted at (915) 255-7056. Coordinate construction activities and schedule inspections with him at least 48 hours in advance.

The Task Order will be for consecutive ninety (90) calendar days starting on August 19, 2024

Antonio Bustillos	Receipt Acknowledge:  By: Marcos Molina
Tony Bustillos	
Construction Superintendent	Ttile General Manager
	Date 7-16-2024
Inspector Final Acceptance	Contractor Final Acceptance:
ву:	ву:
Date	Date:

#### Richard Bristol - Director

Streets and Maintenance | MSC, 7968 San Paulo | El Paso, TX 79907 O: (915) 212-7015 | Email: BristolRX@elpasotexas.gov



# ROM Estimate Established by CID PM

## PALOMINO LARAMIE INTERSECTION DRAINAGE IMPROVEMENTS

2023-0258 On-Call (SAM) ; 2022-0403 Bid Tab ; 38th References: annual addition 2024 Heavy Construction Costs RS

Means; TIRZ #23-119 bid proposal; 2022-0306 Bid Tab

ROM ESTIMATE						
Reference	Description	Quantity	Unit		Unit Price	Total
2022-0403 Bid Tab	Mobilzation (5% of total)	1	LS	\$	28,936.00	\$ 19,448.34
2022-0403 Bid Tab	Barricade, signs, and traffic control	3	МО	\$	10,417.00	\$ 31,251.00
TIRZ #23-119 bid		00.5	6) (		10.10	4 500 05
proposal	remove sidewalk	82.5	SY	\$	19.18	\$ 1,582.35
TIRZ #23-119 bid proposal	remove parkway	80.3	SY	\$	19.18	\$ 1,540.15
2022-0306 Bid proposal	remove rockwall	2	Perch	\$	38.00	\$ 76.00
02 41 13.17 (RS means)	remove concrete bench	3.88	СУ	\$	147.00	\$ 570.36
TIRZ #23-119 bid proposal	remove curb and gutter	300	LF	\$	6.06	\$ 1,818.00
2022-0403 Bid Tab	remove HMAC	140	SY	\$	4.20	\$ 588.00
TIRZ #23-119 bid proposal	remove driveway	11.1	SY	\$	29.01	\$ 322.01
TIRZ #23-119 bid proposal	remove handicap ramp	29	SY	\$	55.68	\$ 1,614.72
2023-0258 On-Call Contract	4-INCH sidewalk	506	SF	\$	4.00	\$ 2,024.00
2023-0258 On-Call Contract	curb and gutter	288	LF	\$	20.00	\$ 5,760.00
2023-0258 On-Call Contract	6IN rolled curb	15	LF	\$	22.00	\$ 330.00
TIRZ #23-119 bid proposal	curb ramp	2	EA	\$	1,825.96	\$ 3,651.92
2023-0258 On-Call Contract	12-INCH stem wall	53.5	CF	\$	32.00	\$ 1,712.00
TIRZ #23-119 bid proposal	excavation	163	СҮ	\$	43.03	\$ 7,013.89
32 32 53.10 (RS means)	rockwall	66	SF	\$	151.00	\$ 9,966.00
35 22 66 Flap Grates (RS Means)	flap gate for RCP outlet (48")	1	EA	\$	11,500.00	\$ 11,500.00
2022-0403 Bid Tab	Box Culvert	15	LF	\$	1,608.00	\$ 24,120.00
2022-0403 Bid Tab	Concrete flume	20.11	SY	\$	139.00	2,795.29
2022-0403 Bid Tab	Concrete flume with steel plate	11	EA	\$	6,945.00	\$ 76,395.00
05 53 13.70 (RS Means)	Concrete flume with grate	1032	SF	\$	198.00	\$ 204,336.00
				Sul	o-total	\$ 408,415.04
				4%	inflation	\$ 16,336.60
				159	% OH&P	\$ 63,712.75
				Tot	al	\$ 488,464.38

# **BASE BID - UNIT PRICE SCHEDULE:**

item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
1.	10	МО	SWPPP Measures - Installation & Maintenance	\$ 2,000.00	\$ 20,000.00
2.	1,262	CY	Remove and dispose of Asphalt Paving/Base Course as per plans includes haul	\$ 25.00	\$ 31,550.00
3.	1 ,550	LF	Remove & dispose of concrete Curb and Gutter, as per plans includes haul	\$3.50	\$ 5,425.00
4.	1,490	SY	Remove & dispose of 4-5 ft concrete sidewalks as per plans includes haul	\$ 22.50	\$_33,525.00
5.	15	SY	Remove & dispose of concrete driveway as per plans includes haul	\$ 58.50	<b>\$</b> 877.50
6.	6	EA	Remove, Salvage and replace exist reflect. signs as per plans includes storage as necessary	\$ 650.00	\$3,900.00
7.	398	Perch	Remove and dispose of existing rockwall as per plans includes haul	\$38.00	\$_15,124.00
8.	1,283	CY	Over-excavation (cut and remove) subgrade as per plans includes haul	\$16.50	\$ 21,169.50
9.	1,280	CY	Placement of fill material for subgrade as per plans complete in place includes haul	\$ 18.50	\$ 23,680.00
10.	150	CY	Mill and Overlay 2 inches as per plans complete in place includes haul	\$235.00	\$ 35,250.00
1 1.	1 ,550	LF	Furnish & Install 6' concrete Curb and Gutter as per plans complete in place	\$16.00_	\$ 24,800.00

COMPANY NAME: Allen Concrete, LLC	
BIDDER'S SIGNATURE:	PRINT NAME: Miguel Allen

Bid - Ted Houghton Street Reconstruction Solicitation No. 2022-0306

# BASE BID I - UNIT PRICE SCHEDULE: CIVIL AND DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
1.	1	LS	EARTHWORK OPERATIONS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$130,967.00	\$130,967.00
2.	3,805	SY	REMOVAL AND DISPOSAL OF EXISTING CONCRETE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 16.00	\$ 60,880.00
3.	8,900	SY	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 4.20	\$37,380.00
4.	600	SY	REMOVAL AND DISPOSAL OF EXISTING LANDSCAPE AREAS AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 12.00	\$ 7,200.00
5.	33	SY	REMOVAL AND SALVAGE OF EXISTING ROCK MULCH AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 27.40	\$ 904.20
6.	4,285	LF	REMOVAL AND DISPOSAL OF EXISTING CURB AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>5.60</u>	\$ <u>23,996.0</u> 0
7.	55	LF	REMOVAL AND DISPOSAL OF EXISTING GUARDRAIL AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 29.20	\$ 1,606.00
8.	66	LF	REMOVAL AND DISPOSAL OF EXISTING 18- IN RCP AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 38.90	\$ <u>2,567.40</u>
9.	66	LF	REMOVAL AND DISPOSAL OF EXISTING 48- IN RCP AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>41.90</u>	\$ 2,765.40
10.	1	EA	REMOVAL AND DISPOSAL OF EXISTING JUNCTION BOX AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,875.0</u> 0	\$ 1,875.00
11.	7	EA	REMOVAL AND DISPOSAL OF EXISTING INLET AS SHOWN ON CONSTRUCTION DOCUMENTS	\$1,181.00	\$ 8,767.00

COMPANY NAME: ZTEX Cor	struction, Inc.	
OFFEROR'S SIGNATURE:	4	PRINT NAME: Joaquin Royo
Negotiated Pricing		

Proposal – Padilla Street Reconstruction Solicitation No. 2022-0403 I-C-a-2

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Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
44.	289	EA	FURNISH AND INSTALL SHRUBS (5-GALLON) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 50.00	\$ 14,450.00
45.	1	LS	FURNISH AND INSTALL IRRIGATION SYSTEM AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 112,500.00	\$ 112,500.00
46.	378	SF	FURNISH AND INSTALL ROCK MULCH TO MATCH EXISTING (ZARAGOZA) (3-INCH DEPTH; WEED FABRIC) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>6.30</u>	\$ 2,381.40
47.	6	EA	ADJUSTMENT OF EXISTING STORM MANHOLE RING AND COVER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,598.0</u> 0	\$ 9,588.00
48.	68	SY	FURNISH AND INSTALL 6-INCH THICK REINFORCED CONCRETE FLUME AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>139.00</u>	\$ 9,452.00
49.	1	EA	FURNISH AND INSTALL 2.5-FOOT DIAMOND PLATE COVERED FLUME STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>5,556.0</u> 0	\$5,556.00
50.	1	EA	FURNISH AND INSTALL 5-FOOT DIAMOND PLATE COVERED FLUME STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>6,945.0</u> 0	\$ 6,945.00
51.	75	LF	FURNISH AND INSTALL 18-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' – 10') AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 130.00	\$ 9,750.00
52.	14	LF	FURNISH AND INSTALL 24-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' – 10') AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>239.00</u>	\$ 3,346.00
53.	16	LF	FURNISH AND INSTALL 72-INCH DIAMETER REINFORCED CONCRETE PIPE (CLASS III; DEPTH: 5' – 10') (INCLUDING CEMENT STABILIZATION) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$_703.00	\$ 11,248.00

COMPANY NAME: ZTEX Construction	on, Inc.		
OFFEROR'S SIGNATURE:Negotiated Pricing		PRINT NAME: Joaquin Royo	
Proposal – Padilla Street Reconstruction Solicitation No. 2022-0403	I-C-a-6	CI – Form – Rev. 4/1/17 Previous Versions Obsolete	

Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
64.	1	LS	PLAYA DRAIN RESHAPING/REGRADING AS SHOWN ON CONSTRUCTION DOCUMENTS	\$9,628.00	\$ 9,028.00
65.	1	LS	PRESSURE WASHING OF EXISTING STORM SYSTEM AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>48,445.</u> 00	\$ <u>48,445.00</u>
66.	1	EA	REMOVAL AND DISPOSAL OF EXISTING IRRIGATION HEADWALL STRUCTURE AT JORNADO LATERAL (SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>4,862.0</u> 0	\$ 4,867.00
67.	145	LF	REMOVAL AND DISPOSAL OF EXISTING CHAINLINK FENCE (NORTH AND SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 14,00	\$ 2,030.00
68.	35	LF	FURNISH AND INSTALL 7-FT X 5.5-FT REINFORCED CONCRETE BOX CULVERT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>1,608.0</u> 0	\$ 56, 780.00
69.	1	EA	FURNISH AND INSTALL REINFORCED CONCRETE HEADWALL AND WINGWALL STRUCTURE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>17,367.0</u> 0	\$ 17,362.00
70.	1	EA	FURNISH AND INSTALL REINFORCED CONCRETE COLLAR AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>4,167.0</u> 0	\$4,167.00
71.	160	LF	FURNISH AND INSTALL 6-FOOT CHAINLINK FENCE FOR HEADWALL (NORTH AND SOUTH) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$_63.00	\$ 10,080.00
72.	2	EA	FURNISH AND INSTALL 6-FOOT CHAINLINK GATE (8' WIDE) FOR HEADWALL AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 3,473.00	\$ 6,946.00
73.	1	LS	JORNADO LATERAL CHANNEL RESHAPING/REGRADING AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <i>5,556.</i> 00	\$ <i>5,55</i> 6.00

COMPANY NAME: ZTEX Constructi	on, Inc.		
OFFEROR'S SIGNATURE:Negotiated Pricing		PRINT NAME: Joaquin Royo	
Proposal – Padilla Street Reconstruction Solicitation No. 2022-0403	I-C-a-8	CI – Form – Rev. 4/1/17 Previous Versions Obsolete	

item No.	Drief December of Hem		(In figures) Use 2 decimals	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	
74.	17	EA	REPLACE AND RE-CONNECT4-INCH SANITARY SEWER LATERALS AS SHOWN ON CONSTRUCTION DOCUMENTS  \$ 209.00		\$ 3,553.00
75.	7	МО	PROVIDE TRAFFIC AND PEDESTRIAN CONTROL BARRICADES (FOR THE DURATION OF CONSTRUCTION) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ <u>10,417.0</u> 0	\$ 72,919.00
76.	7	MO	IMPLEMENT STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES INCLUDING: FURNISH AND INSTALL SILT FENCE, CONSTRUCTION ENTRANCE/EXITS AND REMOVAL AND PROPER DISPOSAL OF SILT FENCE AND CONSTRUCTION ENTRANCES/EXITS AFTER COMPLETION OFWORK.	\$ <u>6,802.0</u> 0	\$ <u>47,614.00</u>
77.	. Left Blank Intentionally				
Sum Total Base Bid I (Items 1-76) \$1,90					
			Mobilization (Not to exceed	d 5% of Base Bid)	\$75,635.00
			Sum Total Base Bid	l plus Mobilization	\$ <u>1,980,494.40</u>

COMPANY NAME: ZTEX Construction	Inc.	
OFFEROR'S SIGNATURE: Negotiated Pricing		PRINT NAME: Joaquin Royo
Proposal – Padilla Street Reconstruction Solicitation No. 2022-0403	I-C-a-9	CI – Form – Rev. 4/1/17 Previous Versions Obsolete

Item No.	Estimated Quantity	Unit	Line Item Name	DO NOT LEAVE BLANK Unit Price	DO NOT ROUND Total Amount (Quantity X Unit Price)
20	200	Each (EA)	TYPE C GROUND BOX	\$ 700.00	\$140,000.00
21	20	Each (EA)	CONCRETE MOBILIZATION	\$ 1,000.00	\$ 20,000.00
22	100	Each (EA)	RELOCATION AND INSTALLATION OF STREET NAME / STOP SIGNS	\$_1,000.00	\$ <u>100,000.</u> 00
23	1,600	Cubic Foot (CF)	STEM WALL	\$ 32.00	\$ 51, 200.00
24	3,000	Linear Foot (LF)	STANDARD CURB	\$ 20.00	\$ 60,000.00
25	1,000	Linear Foot (LF)	TxDOT PINNED CURB	\$ 25.00	\$ 25,000.00
26	20,000	Linear Foot (LF)	CURB AND GUTTER	\$ 20.00	\$ 400,000.00
27	2,000	Linear Foot (LF)	6" ROLLED CURB	\$ 22.00	\$44,000.00
28	2,000	Linear Foot (LF)	4" ROLLED CURB	\$ 22.00	\$ 44,000.00
29	2,000	Linear Foot (LF)	DRIVEWAY CURB	\$ 22.00	\$ 44,000.00
30	60,000	Square Foot (SF)	4" SIDEWALK	\$ 4.00	\$ 240,000.00
31	20,000	Square Foot (SF)	6" SIDEWALK	\$ 4.50	\$90,000.00
32	1,000	Square Foot (SF)	CONCRETE RIP RAP	\$ 10.00	\$10,000.00
33	1,000	Square Foot (SF)	ROCK RIP RAP	\$ 5.00	\$ 5,000.00
34	2,000	Square Foot (SF)	CONCRETE TINT	\$ 8.00	\$16,000.00
35	2,000	Square Foot (SF)	STAMPED COLORED CONCRETE	\$ 7.00	\$ 14,000.00
36	4,000	Square Foot (SF)	RESIDENTIAL DRIVEWAY	\$ 8.30	\$ <u>33,200.00</u>
37	20,000	Square Foot (SF)	COMMERCIAL DRIVEWAY	\$ <u>8.30</u>	\$166,000.00
38	20,000	Square Foot (SF)	ADA CURB CUT	\$ 6.00	\$ 120,000.00
39	400	Each (EA)	PREFORMED TACTILE WARNING TILE	\$ 800.00	\$80,000.00
40	20	Each (EA)	BUS PAD	\$ 13,000 00	\$ 260,000.00
41	3,000	Cubic Yard (CY)	FLOWABLE FILL	\$ 120.00	\$360,000.00
42	3,000	Square Foot (SF)	DRAINAGE FLUME	\$ 15.00	\$45,000.00
43	3,000	Square Foot (SF)	DRAINAGE FLUME WITH STEEL PLATE	\$ 40.00	\$ 120,000-00 \$ 12,000-00
44	3,000	Linear Foot (LF)	TRIPPING HAZARD REMOVAL	\$ 4.00	\$ 12,000.00

COMPANY NAME:	INTERNATIONAL EAGLE ENTE	RPRISES, INC.		
OFFEROR'S SIGNAT	URE: A. Costal	PRINT NAME:	RUBY CORRAL	
		353)		

Proposal – Collector and above Street Resurfacing 2023 Solicitation No. 2023-0258

I-C-a-3

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01/15/2024 13:12

2023-49R City of El Paso West Main 1/2/2024

\*\*\* RudyR BID TOTALS

*** RudyR		OTALS				
<u>Biditem</u>	<u>Description</u>	Status - Rnd	<b>Quantity</b>	<u>Units</u>	<b>Unit Price</b>	<b>Bid Total</b>
10	MOBILIZATION		1.000	LS	36,207.92	36,207.92
15	MATERIAL TESTING		1.000	LS	20,939.50	20,939.50
20	TRAFFIC CONTROL		4.000	MT	6,021.24	24,084.96
30	TRAFFIC CONTROL PEDESTRIANS		4.000	MT	345.13	1,380.52
35	INSTALL TEMPORARY FENCING		500.000	LF	17.45	8,725.00
40	DEMOLITION CURB & GUTTER		301.000	LF	6.06	1,824.06
50	DEMOLITION DRIVEWAYS		35.000	SY	29.01	1,015.35
60	REMOVE CONC PAVEMENT		96.000	SY	41.76	4,008.96
70	DEMO SIDEWALK FOR RECYCLED PAVERS		70.000	SY	53.75	3,762.50
80	DEMO SIDE WALK AND DISPOSE		480.000	SY	19.18	9,206.40
100	DEMOLITION HMAC		547.000	SY	7.29	3,987.63
120	SIGNS REMOVAL		3.000	EA	274.72	824.16
140	REMOVE IRRIGATION WATER VALVE		7.000	EA	239.59	1,677.13
150	ADA RAMPS REMOVAL		9.000	SY	55.68	501.12
160	CONC. STAIRS REMOVAL		4.000	SY	106.95	427.80
170	FLUME REMOVAL SAW CUT AND SALVAGE FOR REUSED		36.000	LF	96.66	3,479.76
180	METAL PLATE FOR SIDEWALK FLUME SALVAGE		2.000	EA	384.60	769.20
190	HAND RAIL REMOVE AND MODIFY		20.000	LF	136.13	2,722.60
200	TREE GRATES & LIGHTS SALVAGE		6.000	EA	537.23	3,223.38
290	EXCAVATION		416.000	CY	43.03	17,900.48
300	SUBGRADE PREP		822.000	SY	7.82	6,428.04
310	6" FLEX BASE		822.000	SY	31.41	25,819.02
320	8 IN REINF. CONC. PAV.		1,079.000	SY	150.56	162,454.24
330	6 IN CONC. DRIVEWAYS		35.000	SY	277.20	9,702.00
340	4 IN CONC. SIDEWALKS (REINF.)		198.000	SY	92.67	18,348.66
350	12 IN DEPTH HEADER CURB		176.000	LF	41.72	7,342.72
360	16 IN DEPTH HEADER CURB		211.000	LF	39.22	8,275.42
380	CURB & GUTTER		209.000	LF	45.21	9,448.89
390	RECYCLED CONCRETE PAVERS		553.000	SF	23.77	13,144.81
400	INSTALL 24-INCH WIDE FLUME AT SIDEWALKS		34.000	LF	355.73	12,094.82
403	INSTALL 12-INCH WIDE FLUME ALONG STREET		110.000	LF	521.49	57,363.90
405	INSTALL 18-INCH WIDE FLUME ALONG STREET		222.000	LF	636.58	141,320.76
420	CONC. STAIRS		39.000	SF	60.81	2,371.59
430	CONC. PAD AT LAMP BASE		12.000	SF	94.02	1,128.24
440	CONC. WALL AT RAIN GARDEN		204.000	LF	114.56	23,370.24
480	ADA RAMPS		9.000	EA	1,825.96	16,433.64
490	HAND RAIL MODIFY		20.000	LF	233.29	4,665.80
500	CIP CONC. BENCH		3.000	EA	3,020.74	9,062.22
520	ADJUST MH		1.000	EA	1,683.50	1,683.50

PeopleSoft GL BUDGET STATUS REPORT

Report ID: GLS8020 BUDGET STATUS REPORT

Bus. Unit: CEP01--City of El Paso
Ledger Grp: DETAIL\_CC -- EXPENSE DETAIL LEDGER

Run Time 16:18:39

Currency : USD Chartfields Criteria

Department: 532 Fund: 2560 Division: 32120 Project: P23STYR4RES Budget Period: All values

Account: 522270 Program: All values

Department Account	Fund Progra	Division m	Project Acct Descr	Budget Period	<u>Budget</u>	Assoc Revenue	PreEncumbrance	Encumbrance	Expense	Remaining
532 522270	2560	32120	P23STYR4RES PUBLIC ACCESSES	ALLYEARS MAINT CONTR	6,210,972.29	0.00	0.00	0.00	2,000,000.00	4,210,972.29
		Grand Total :			6,210,972.29	0.00	0.00	0.00	2,000,000.00	4,210,972.29

Page No. 1



### CAPITAL IMPROVEMENT DEPARTMENT

MAYOR

Oscar Leeser

CITY COUNCIL

District 1

Brian Kennedy

District 2

Dr. Josh Acevedo

District 3

Cassandra Hernandez

District 4

Joe Molinar

**District 5** 

Isabel Salcido

District 6

Art Fierro

District 7

Henry Rivera

District 8

Chris Canales

INTERIM CITY MANAGER

Cary Westin

**PROJECT:** Palomino Laramie Intersection Drainage Improvements

**SUBJECT:** Project Discussion

**DATE:** June 20, 2024

**TIME:** 1:30PM – 2:00PM

**LOCATION:** Microsoft Teams

# **ATTENDANCE:**

- 1. Antonio Bustillos, Streets and Maintenance
- 2. Leonel Salayandia, Streets and Maintenance
- 3. Daniel Acuna, Streets and Maintenance
- 4. Alondra Murillo, Streets and Maintenance
- 5. Daniel Garcia, CID
- 6. Alondra Gurrola, CID
- 7. Nicholas Gonzalez, Project Manager, CID

### **MEETING MINUTES:**

- This project is a legal resolution for drainage issues encountered on a new City of El Paso residential development that is 3-year old.
  - CEA group is the consultant and construction costs associated to the resolution are to be covered through CEA's insurance.
- SAM funds will be utilized for the construction of this project.
  - o SAM to provide funding string (funding source) to CID.
    - CID will lead and manage this project through construction. Project will have a 3-month construction duration.
  - SAM will be reimbursed for this work.
    - CID will have to coordinate with City of El Paso legal to identify if there is certain reimbursement criteria's that must be followed, as City of El Paso Legal is currently working on the reimbursement agreement.
  - o City of El Paso Legal point of contact is Russell T. Abeln.
  - City of El Paso Legal has no issues with moving this project forward using SAM funds.





### CAPITAL IMPROVEMENT DEPARTMENT

### MAYOR

Oscar Leeser

### CITY COUNCIL

### District 1

Brian Kennedy

### District 2

Dr. Josh Acevedo

### District 3

Cassandra Hernandez

### District 4

Joe Molinar

### **District 5**

Isabel Salcido

### **District 6**

Art Fierro

### District 7

Henry Rivera

### **District 8**

Chris Canales

### INTERIM CITY MANAGER

Cary Westin

- International Eagle will be procured for the construction of this project through the SAM On-Call resurfacing contract.
  - Quantities are being tracked through SAM.
  - SAM to provide a copy of the on-call contract to CID.
  - Change Order (Task Order) will need to be established by CID.
  - Cost Proposal has not been agreed upon. SAM has briefly reviewed, but has not been able to conduct a thorough review.
    - CID to review cost proposal and negotiate with International Eagle.
- The following items are not included within the SAM On-call resurfacing contract:
  - 1. TCP
  - 2. Mobilization
  - 3. Excavation
  - 4. Rock wall
  - 5. box culverts
  - 6. flumes
  - 7. flap gate for RCP outlet.
- SAM believes that the Task Order will need to go to City Council.
  - o CID to coordinate and confirm if the Task Order will have to go to council.
- Point of Contact from International Eagle is Marcos Molina.
  - o SAM to provide Mr. Molina's email to CID.
  - Point of contact information is included on proposal, already provided to CID PM.
- Due to CEA Group's insurance covering the construction expenses for this project,
   CID will have to coordinate with City of El Paso Legal to identify if the following services will be covered by CEA's Insurance:
  - 1. CA services
  - 2. Material Testing
  - 3. Technical Specifications

Note: Specifications have not been established for this project, only final drawings.

- SAM is requesting recorded documentation to be provided at the end of project for archives.
  - SAM personnel, Daniel Acuna and Leonel Salayandia, to be included on all project correspondence.
- SAM confirmed that the funding does not have a deadline for funds to be expensed.



Yvette Hernandez, P.E., – City Engineer City 2 | 218 N. Campbell, 2<sup>nd</sup> Floor | El Paso, Texas 79901 | (915) 212-0065

# **Back Up Emails**

## **Gonzalez, Nicholas**

**From:** Marcos Molina <marcos@eagle.construction>

**Sent:** Monday, July 15, 2024 3:29 PM

**To:** Gonzalez, Nicholas

**Cc:** Gurrola, Alondra K.; Hernandez, Yvette M.; Garcia, Daniel; Corral

Subject: Re: Palomino Laramine Intersection Drainage Improvements - Cost Proposal

Attachments: #02 PROPOSAL PALOMINO LARAMINE DRAINAGE IMPROVEMENTS ALL ITEMS.pdf

**CAUTION:** This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

Nicholas I had attached an incomplete version from February See attached. Let me know you received latest proposal.

From: Marcos Molina <marcos@eagle.construction>

Sent: Monday, July 15, 2024 3:25 PM

To: Gonzalez, Nicholas <GonzalezNX@elpasotexas.gov>

Cc: Gurrola, Alondra K. <GurrolaAK@elpasotexas.gov>; Hernandez, Yvette M. <HernandezYM@elpasotexas.gov>; Garcia,

Daniel <GarciaDX2@elpasotexas.gov>; Corral <corral@eagle.construction>

Subject: Re: Palomino Laramine Intersection Drainage Improvements - Cost Proposal

Hello Nicholas here is updated quote only items updated were the last two items that include a significant amount of steel. Let me know if you have any questions.

From: Marcos Molina

Sent: Friday, July 12, 2024 2:37 PM

To: Gonzalez, Nicholas <GonzalezNX@elpasotexas.gov>

Cc: Gurrola, Alondra K. <GurrolaAK@elpasotexas.gov>; Hernandez, Yvette M. <HernandezYM@elpasotexas.gov>; Garcia,

Daniel <GarciaDX2@elpasotexas.gov>; Corral <corral@eagle.construction>

Subject: Re: Palomino Laramine Intersection Drainage Improvements - Cost Proposal

Nicholas id like to request one more day through Monday since I'm pending written confirmation of my suppliers quote for the steel.

Marcos Molina General Manager International Eagle Enterprises 915-345-6790

Marcos@eagle.construction

On Jul 12, 2024, at 10:13 AM, Gonzalez, Nicholas <GonzalezNX@elpasotexas.gov> wrote:

Good Morning Marcos,

# Back Up Emails

Hope all is well. I am following up to confirm if the revised proposal will be provided to CID today, 07/12/2024, as per our meeting held on 07/10/2024. Please let me know if you have any questions, or if there is anything required on my behalf.

Thank you,

### **Nicholas Gonzalez**

Capital Improvement Project Manager

<image002.png> Capital Improvement Department

218 N. Campbell St., Second Floor El Paso, TX 79901

gonzalezNX@elpasotexas.gov | 915-216-4287

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message

From: Gonzalez, Nicholas

**Sent:** Monday, July 8, 2024 3:15 PM **To:** marcos@eagle.construction

**Cc:** Gurrola, Alondra K. <GurrolaAK@elpasotexas.gov>; Hernandez, Yvette M. <HernandezYM@elpasotexas.gov>; Garcia, Daniel <GarciaDX2@elpasotexas.gov>;

corral@eagle.construction

Subject: RE: Palomino Laramine Intersection Drainage Improvements - Cost Proposal

Importance: High

Good Afternoon Mr. Molina,

Hope all is well and that you had a great weekend. I am following up on the email sent to you on June 25, 2024 and the revised cost proposal for Palomino Laramine Intersection Drainage Improvements. Please let me know if you have any questions, or if you would like to set up a meeting to further discuss. It is important that we receive the cost proposal promptly, so that we can move forward on the construction for this project.

Thank you,

### Nicholas Gonzalez

Capital Improvement Project Manager Capital Improvement Department 218 N. Campbell St., Second Floor El Paso, TX 79901 <image005.png>

### gonzalezNX@elpasotexas.gov | 915-216-4287

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From: Gonzalez, Nicholas

**Sent:** Tuesday, July 2, 2024 3:40 PM **To:** marcos@eagle.construction

**Cc:** Gurrola, Alondra K. < <u>GurrolaAK@elpasotexas.gov</u>>; Hernandez, Yvette M. < <u>HernandezYM@elpasotexas.gov</u>>; Garcia, Daniel < <u>GarciaDX2@elpasotexas.gov</u>>;

corral@eagle.construction

Subject: RE: Palomino Laramine Intersection Drainage Improvements - Cost Proposal

Importance: High

Good Afternoon Mr. Molina,

I am following up on the email below and the revised cost proposal for Palomino Laramine Intersection Drainage Improvements. Please let me know if you have any questions, or if you would like to set up a meeting to further discuss.

Thank you,

### Nicholas Gonzalez

Capital Improvement Project Manager Capital Improvement Department

# Back Up Emails

218 N. Campbell St., Second Floor El Paso, TX 79901

<image005.png>

### gonzalezNX@elpasotexas.gov | 915-216-4287

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From: Gonzalez, Nicholas

**Sent:** Tuesday, June 25, 2024 3:44 PM

To: marcos@eagle.construction

**Cc:** Gurrola, Alondra K. < <u>GurrolaAK@elpasotexas.gov</u>>; Hernandez, Yvette M. < <u>HernandezYM@elpasotexas.gov</u>>; Garcia, Daniel < <u>GarciaDX2@elpasotexas.gov</u>>;

corral@eagle.construction

# **Back Up Emails**

Subject: Palomino Laramine Intersection Drainage Improvements - Cost Proposal

Importance: High

Good Afternoon Mr. Molina,

Hope all is well. My name is Nicholas Gonzalez and I am a project manager here with the City of El Paso, Capital Improvement Department. I am sending this email to formally introduce myself as the new project manager for the Palomino Laramine Intersection Drainage Improvements. I have reviewed the cost proposal you previously provided to Streets and Maintenance Department on May 30, 2024, and I have some questions/comments pertaining to the proposal breakdown, please see attached. May you please review, provide clarification to the comments, and provide the revised cost proposal by no later than 10:00AM on July 02, 2024. Please let me know if you have any questions, or if you would like to set up a meeting to further discuss. I look forward to working with you and the company, Eagle Construction.

Thank you,

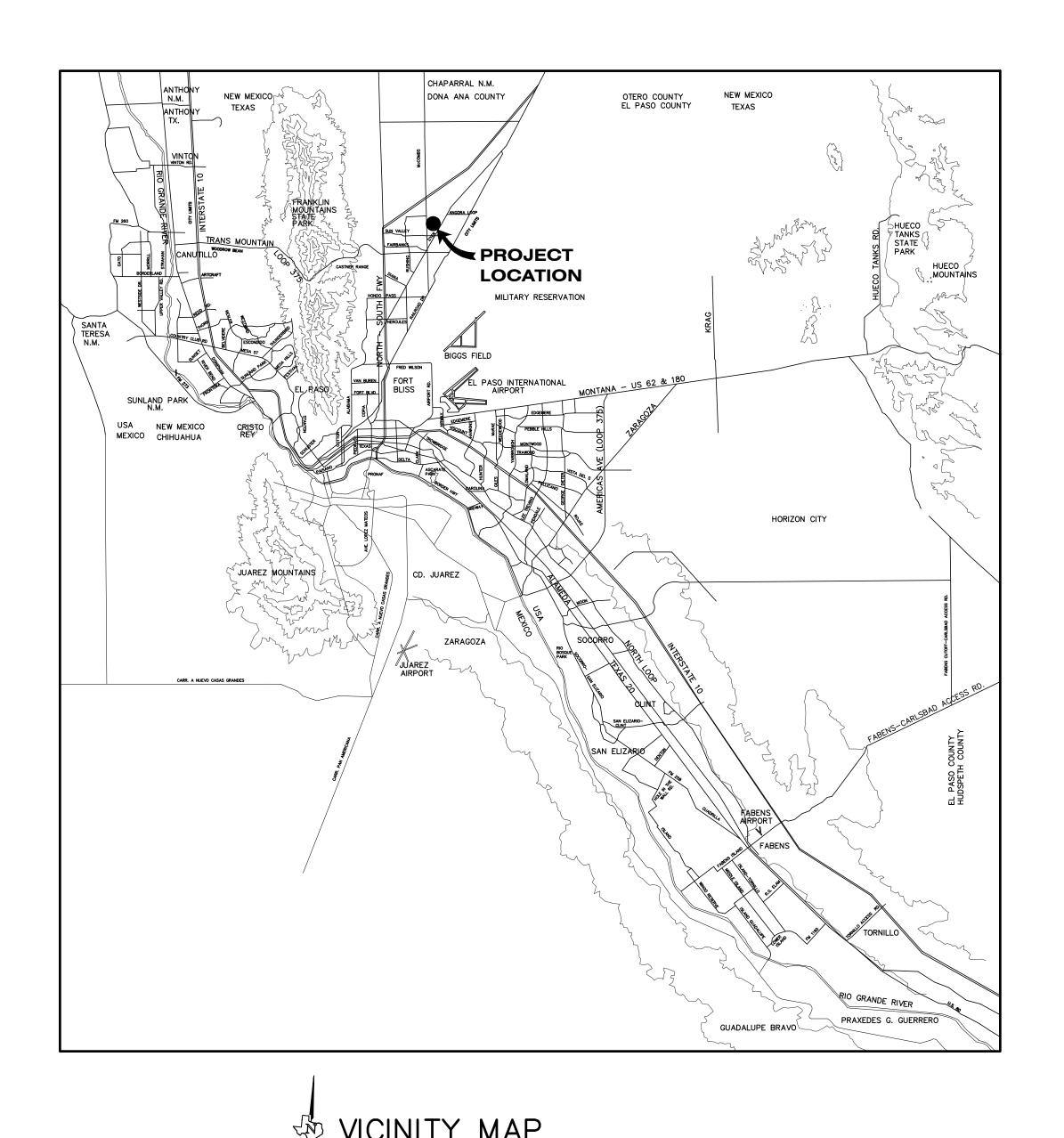
## **Nicholas Gonzalez**

Capital Improvement Project Manager Capital Improvement Department 218 N. Campbell St., Second Floor El Paso, TX 79901

# PALOMINO-LARAMIE INTERSECTION DRAINAGE IMPROVEMENTS

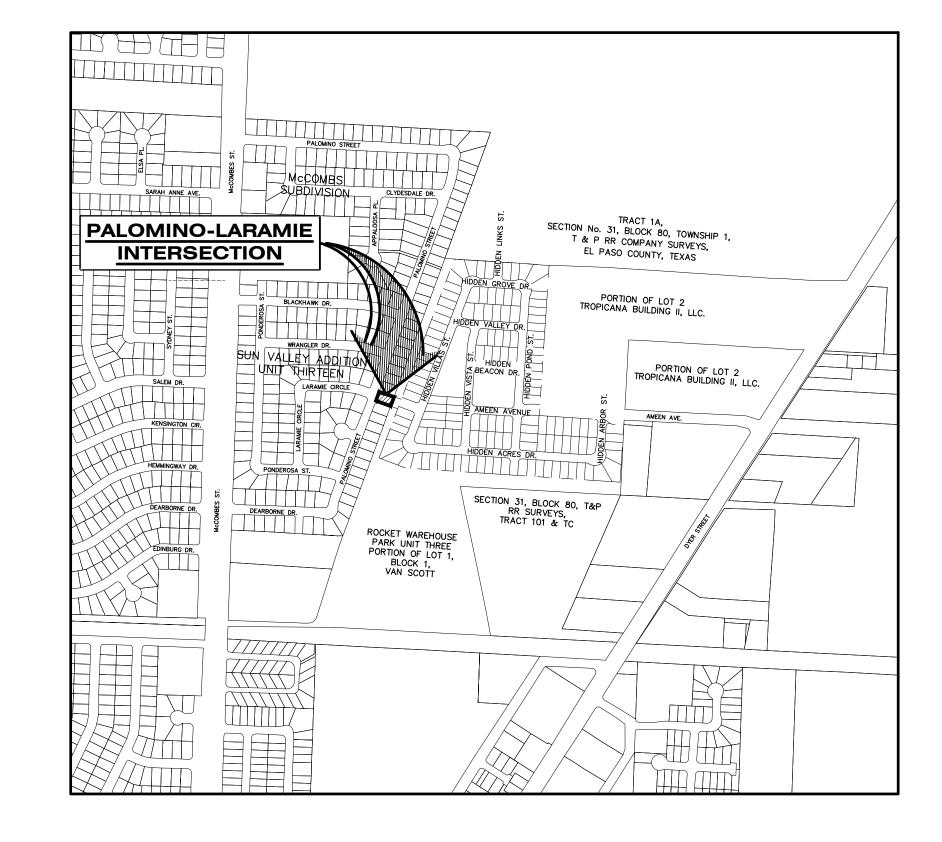
A PORTION OF PALOMINO STREET AND LARAMIE CIRCLE INTERSECTION CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONTAINING 0.09± ACRES



1" = 2 MILES

SHEET NUMBER	SHEET TITLE
CVR	COVER SHEET
C1.1	GENERAL INFORMATION
C2.1	TOPOGRAPHIC SURVEY
C3.1	DEMOLITION PLAN
C4.1	IMPROVEMENTS PLAN
C5.1	DRAINAGE PLAN
C6.1-C6.2	GRADING SECTIONS
C7.1	STREET AND FLUME PLAN & PROFILES
C8.1-C8.3	STANDARD DETAILS
C9.1-C9.2	STORM WATER POLLUTION PREVENTION PLAN











NAME	ADDRESS	CITY & ZIP	PHONE	FAX
BOWLING ENTERPRISES	4712 WOODROW BEAN DR. STE. A	EL PASO, TX 79924	(915) 757–1802	(915) 757–1827
CEA GROUP	813 N. KANSAS STREET, STE. 300	EL PASO, TX 79902	(915) 544-5232	
BARRAGAN & ASSOCIATES	10950 PELLICANO DR., BLDG F	EL PASO, TX 79936	(915) 591–5709	
	BOWLING ENTERPRISES  CEA GROUP	BOWLING ENTERPRISES 4712 WOODROW BEAN DR. STE. A  CEA GROUP 813 N. KANSAS STREET, STE. 300	BOWLING ENTERPRISES 4712 WOODROW BEAN DR. STE. A EL PASO, TX 79924  CEA GROUP 813 N. KANSAS STREET, STE. 300 EL PASO, TX 79902	BOWLING ENTERPRISES 4712 WOODROW BEAN DR. STE. A EL PASO, TX 79924 (915) 757–1802  CEA GROUP 813 N. KANSAS STREET, STE. 300 EL PASO, TX 79902 (915) 544–5232

# GENERAL NOTES

- 1. THE CONTRACTOR SHALL VISIT AND FAMILIARIZE HIMSELF WITH THE PROJECT SITE PRIOR TO SUBMITTING BIDS.
- 2. CONTRACTOR SHALL WATER CONSTRUCTION AREA A MINIMUM OF TWICE A DAY TO KEEP DUST TO A MINIMUM ONCE IN THE MORNING AND BEFORE QUITTING TIME. THIS SHALL ALSO BE DONE DURING WEEKENDS AND HOLIDAYS.
- 3. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT, AND REPLACE ALL UNDERGROUND UTILITY LINES AT NO EXTRA COST TO THE OWNER WHEN LINES ARE DISTURBED AS A RESULT OF THE WORK.
- 4. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCHEDULE AND PERFORM HIS WORK SO AS TO ASSURE PROPER PASSAGE OF STORM RUNOFF DURING THE COURSE OF HIS OPERATIONS. ALL LABOR, TOOLS, EQUIPMENT, AND SUPERVISION REQUIRED TO ASSURE SUCH PROPER PASSAGE OF RUNOFF WATER AND ANY REMOVAL OR HANDLING OF WATER IN ORDER TO MAINTAIN DRY CONDITIONS SHALL BE CONSIDERED INCIDENTAL TO THE WORK, AND SHALL BE AT THE EXPENSE OF THE CONTRACTOR.
- 5. THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH THE USER, ALL UTILITIES, AND ALL OTHER AGENCIES WITH JURISDICTION OVER THE PROJECT.
- 6. ALL EXISTING PAVEMENT, ADJACENT UTILITIES, STRUCTURES, ETC., DISTURBED AS A RESULT OF THE NEW CONSTRUCTION, SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- 7. THE OWNER WILL FURNISH HORIZONTAL AND VERTICAL CONTROL REFERENCED POINTS ONLY. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND GRADES BEFORE PROCEEDING WITH THE WORK. ANY DISCREPANCIES FOUND SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER, OTHERWISE THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THEIR CORRECTNESS.
- 8. SEE REFERENCED BENCHMARK ON TITLE BLOCK FOR DATUM ELEVATIONS.
- 9. VIBRATORY ROLLERS WILL NOT BE PERMITTED ON ANY PHASE OF THIS PROJECT, UNLESS APPROVED IN WRITING BY THE ENGINEER.
- 10. ALL WORK REQUIRED BY THESE PLANS SHALL BE CONDUCTED IN CONFORMANCE WITH CURRENT SAFETY CODES AND STANDARDS WITH JURISDICTION OVER THE PROJECT.
- 11. NO BLASTING SHALL BE PERMITTED.
- 12. THE CONTRACTOR SHALL FIELD VERIFY ELEVATIONS, MEASUREMENTS AND EXISTING CONDITIONS PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES. NOTIFY THE ENGINEER PROMPTLY OF ANY OMISSIONS, ERRORS, OR DISCREPANCIES FOUND SO THAT NECESSARY CORRECTIONS AND INTERPRETATIONS BE MADE PRIOR TO CONSTRUCTION.
- 13. ALL CONSTRUCTION PRACTICES AND PROCEDURES SHALL COMPLY WITH THE PERTINENT PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH STANDARD (TITLE 29, CODE OF FEDERAL REGULATIONS) PUBLISHED BY THE OSHA, DEPARTMENT OF LABOR.

# **LEGEND**

SUBDIVISION BOUNDARY

	SOBDIVISION BOONDAIN
	ROW LINE
	CURB LINE
	PROPERTY LINE
	STREET CENTERLINE
	EASEMENT LINE
	MATCH LINE
	STORM SEWER LINE
	HIGH WATER MARK
	CURB AND GUTTER DROP INLET
	STORM SEWER MANHOLE
4000	FINISHED GROUND CONTOUR ELEVATION (INDEX)
	FINISHED GROUND CONTOUR ELEVATION (INTERMEDIATE)
<del></del>	EXISTING GROUND CONTOUR ELEVATION (INDEX)
	EXISTING GROUND CONTOUR ELEVATION (INTERMEDIATE)
•	NEW RETAINING ROCKWALL (2'-3' IN HEIGHT)
	NEW RETAINING ROCKWALL (3'-9' IN HEIGHT)
oo	NEW RETAINING ROCKWALL (9'-13' IN HEIGHT)
<b>─</b> ^──^	NEW RETAINING ROCKWALL (13'-20' IN HEIGHT)
X	-STANDARD DETAIL/SECTION NUMBER
×)	-SHEET NUMBER WHERE STANDARD/ SECTION DETAIL IS LOCATED
4000.00	FINISHED SPOT ELEVATION
FG 4000.00	LOT FINISHED GROUND ELEVATION
RC 4000.00	ROLLED CURB ELEVATION
TC 4000.00	TOP OF CURB ELEVATION
TP 4000.00	TOP OF PAVEMENT ELEVATION
1 2	SUBDIVISION LOT AND BLOCK NUMBER
<b>→</b>	DRAINAGE FLOW
<b>∢·</b> ►	HIGH POINT
<b>▶·</b> ◀	LOW POINT
$\triangleleft \bullet \triangleright$	EXISTING HIGH POINT
$\triangleright \bullet \triangleleft$	EXISTING LOW POINT
DA-1	DRAINAGE AREA
3:1 SLOPE	HORIZONTAL: VERTICAL SLOPE RATIO
	WHEELCHAIR RAMP

**ABBREVIATIONS** 

ELEV

STA

VCS

VCE

TYP

PVC

PVI

PVT

CR

ROW

CAP

EXP

STD

CONC

**TEMP** 

HGL

LOW POINT HIGH POINT

ELEVATION

TOP OF CURB
TOP OF MEDIAN
TOP OF PAVEMENT

CURVE RETURN

RIGHT OF WAY
CENTER LINE
PROPERTY LINE
FINISH GRADE
FINISH FLOOR
EXISTING GRADE

MINIMUM MAXIMUM

QUANTITY

CAPACITY

EXPECTED INVERT

STANDARD

CONCRETE

LENGTH

RADIUS TANGENT DELTA ANGLE

SLOPE

TEMPORARY

DRAINAGE AREA LINEAR FEET

VERTICAL CURVE STATION

VERTICAL CURVE ELEVATION

POINT OF VERTICAL CURVE

ALGEBRAIC DIFFERENCE

POINT OF VERTICAL TANGENT

REINFORCED CONCRETE PIPE

CUBIC FEET PER SECOND

POINT OF CURVATURE
POINT OF INTERSECTION
POINT OF TANGENT

VELOCITY IN FEET PER SECOND

HYDRAULIC GRADE LINE HIGH WATER ELEVATION

POINT OF VERTICAL INTERSECTION

STATION

TYPICAL

# GRADING SPECIFICATIONS

- 1. CLEARING AND GRUBBING: CLEAR SITE OF TREES, SHRUBS AND OTHER VEGETATION; COMPLETELY REMOVE STUMPS, ROOTS AND OTHER DEBRIS PROTRUDING THROUGH GROUND SURFACE; FILL DEPRESSIONS CAUSED BY CLEARING AND GRUBBING OPERATIONS WITH SATISFACTORY FILL MATERIAL, UNLESS FURTHER EXCAVATION OF EARTHWORK IS INDICATED; REMOVE EXISTING ABOVE—GRADE AND BELOW—GRADE IMPROVEMENTS AS INDICATED AND AS NECESSARY TO FACILITATE NEW CONSTRUCTION. BURNING IS NOT PERMITTED ON OWNER'S PROPERTY. REMOVE WASTE MATERIALS FROM OWNER'S PROPERTY.
- 2. SATISFACTORY FILL MATERIALS: FILL MATERIALS SHALL BE FREE OF ANY ORGANIC OR DELETERIOUS SUBSTANCE AND SHALL NOT CONTAIN ROCKS OR LUMPS OVER 3 INCHES IN GREATEST DIMENSION AND SHALL BE DEFINED AS THOSE COMPLYING WITH ASTM D2487 SOIL CLASSIFICATION GROUPS GW, GP, GM, GC, SM, SP, SM AND SC.
- 3. UNSATISFACTORY FILL MATERIAL: ARE DEFINED AS THOSE COMPLYING WITH ASTM D2487 SOIL CLASSIFICATION GROUPS ML, MH, CL, CH, OL, OH, AND PT, OR WHERE THE PLASTICITY INDEX EXCEEDS 12, UNLESS OTHERWISE APPROVED BY ENGINEER, OR CITY ENGINEER.
- 4. EXCAVATION: IS UNCLASSIFIED AND INCLUDES EXCAVATION TO ELEVATIONS INDICATED, REGARDLESS OF CHARACTER OF MATERIAL AND OBSTRUCTIONS ENCOUNTERED.
- 5. GROUND SURFACE PREPARATION FOR FILL: REMOVE VEGETATION, DEBRIS, UNSATISFACTORY SOIL MATERIAL, OBSTRUCTIONS, AND DELETERIOUS MATERIAL FROM GROUND SURFACE UPON WHICH THE FILL IS TO BE PLACED. THE SURFACE SHALL THEN BE SCARIFIED TO A DEPTH OF AT LEAST 6—INCHES, AND UNTIL THE SURFACE IS FREE FROM RUTS, HUMMOCKS, OR OTHER UNEVEN FEATURES WHICH WOULD PREVENT UNIFORM COMPACTION. PLOW STRIP, OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SO THAT FILL MATERIAL WILL BOND WITH EXISTING SURFACE. AFTER PLOWING AND SCARIFYING FILL AREA, IT SHALL THEN BE DISCED OR BLADED UNTIL IT IS UNIFORM AND FREE FROM LARGE CLODS, BROUGHT TO OPTIMUM MOISTURE, AND COMPACTED TO 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557.
- 6. PLACEMENT OF FILL: PLACE BACKFILL AND FILL MATERIALS IN LAYERS NOT MORE THAN 8 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS. BEFORE COMPACTION MOISTEN OR AERATE EACH LAYER AS NECESSARY TO PROVIDE OPTIMUM MOISTURE CONTENT. PLACE FILL MATERIALS EVENLY ADJACENT TO SITE APPURTENANCES, PIPING, OR CONDUIT TO REQUIRED ELEVATIONS. PREVENT WEDGING ACTION OF BACKFILL AGAINST SITE APPURTENANCES OR DISPLACEMENT OF PIPING OR CONDUIT BY CARRYING MATERIAL UNIFORMLY AROUND SITE APPURTENANCES, PIPING, OR CONDUIT TO APPROXIMATELY SAME ELEVATION IN EACH LIFT. COMPACT SOIL TO NOT LESS THAN 95% OF MAXIMUM DENSITY, IN ACCORDANCE WITH ASTM D-1557.
- 7. MOISTURE CONTROL: WHERE SUBGRADE OR LAYER OF SOIL MATERIAL MUST BE CONDITIONED FOR OPTIMUM MOISTURE BEFORE COMPACTION, UNIFORMLY APPLY WATER TO SURFACE OF SUBGRADE OR LAYER OF SOIL MATERIAL. APPLY WATER IN MINIMUM QUANTITY AS NECESSARY TO PREVENT FREE WATER FROM APPEARING ON SURFACE DURING OR SUBSEQUENT TO COMPACTION OPERATIONS. WATER CONTENT SHALL BE WITHIN 2 PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT. REMOVE AND REPLACE, OR SCARIFY AND AIR DRY SOIL MATERIAL THAT IS TOO WET TO PERMIT COMPACTION TO SPECIFIED DENSITY.
- 8. QUALITY CONTROL: THE OWNER SHALL PROVIDE A GEOTECHNICAL ENGINEER TO PERFORM FIELD DENSITY TEST OF THE COMPACTION OF EACH LAYER OF FILL. DENSITY TESTS SHALL BE TAKEN IN THE COMPACTED MATERIAL BELOW THE DISTURBED SURFACE. WHEN THESE TESTS INDICATE THAT THE DENSITY OF ANY LAYER OF FILL OR PORTION THEREOF IS BELOW THE REQUIRED DENSITY, THE PARTICULAR LAYER OR PORTION SHALL BE REWORKED UNTIL THE REQUIRED DENSITY HAS BEEN OBTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ADDITIONAL TESTING AND WHEN REQUIRED DENSITIES ARE NOT MET, SUPERVISION BY THE GEOTECHNICAL ENGINEER DURING THE GRADING OPERATIONS TO ENSURE GRADING WORK IN ACCORDANCE WITH THIS PLAN AND SPECIFICATIONS.

# UTILITY LOCATOR SERVICES

EL PASO ELECTRIC COMPANY
EL PASO ENERGY CORPORATION
EL PASO WATER UTILITIES
MCI SURVEILLANCE
TIME WARNER COMMUNICATIONS
TEXAS GAS SERVICE
SBC

U.S. SPRINT TELECOMM

(915) 496-5244 (915) 594-5500 (800) MCI-WORK (915) 772-1123 (915) 680-7200 (800) 545-6005 (800) 852-3786 (800) 521-0579

(915) 543-5720

CALL 811

**WARNING!** 

FOR FIELD LOCATING EXISTING UTILITIES

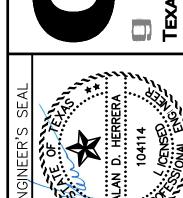
- BENCHMARKS
AT THE CENTERLINE
DALE DRIVE AND PA

IT LOCATED AT THE CENT
OF CLYDESDALE DRIVE AI
3939.53' (NAVD 88 SHC
3928.24' (E.P.V.D.)

CITY MONUMENT LOCATED INTERSECTION OF CLYDESD STREET 3939.53' (1

813 N. Kansas St. Suite 300 El Paso, TX 79902 915.544.5232





rval: N/A IL 2023 A.D.H. D.H./K.A.P. J.L.A. J.L.A. 001-100

Contour Interval: N/Contour Interval: N/Contou

NTERSECTION EMENTS

NO-LARAMIE IN-RAINAGE IMPROVEN

SHEET TITLE

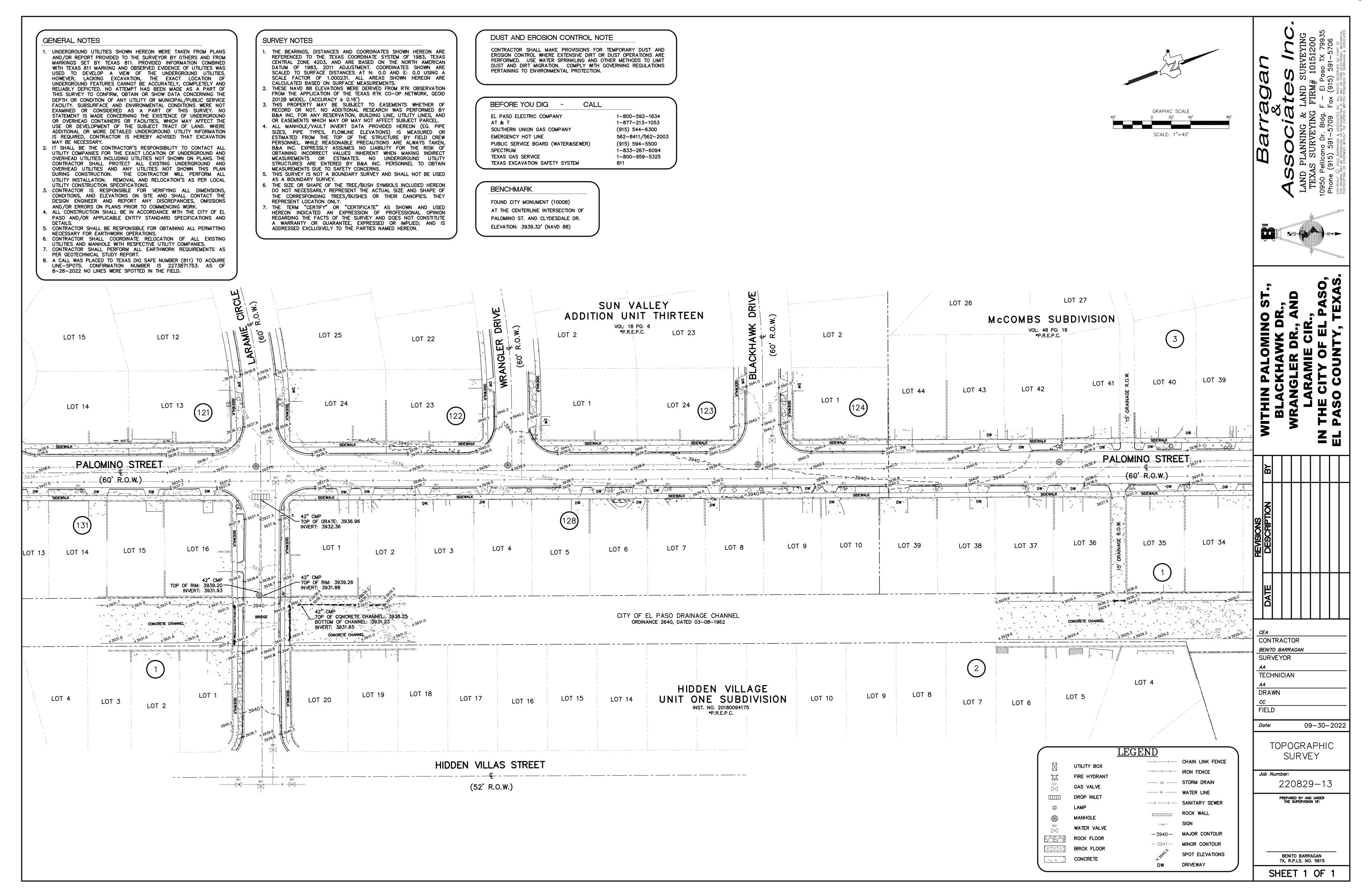
GENERAL INFORMATION

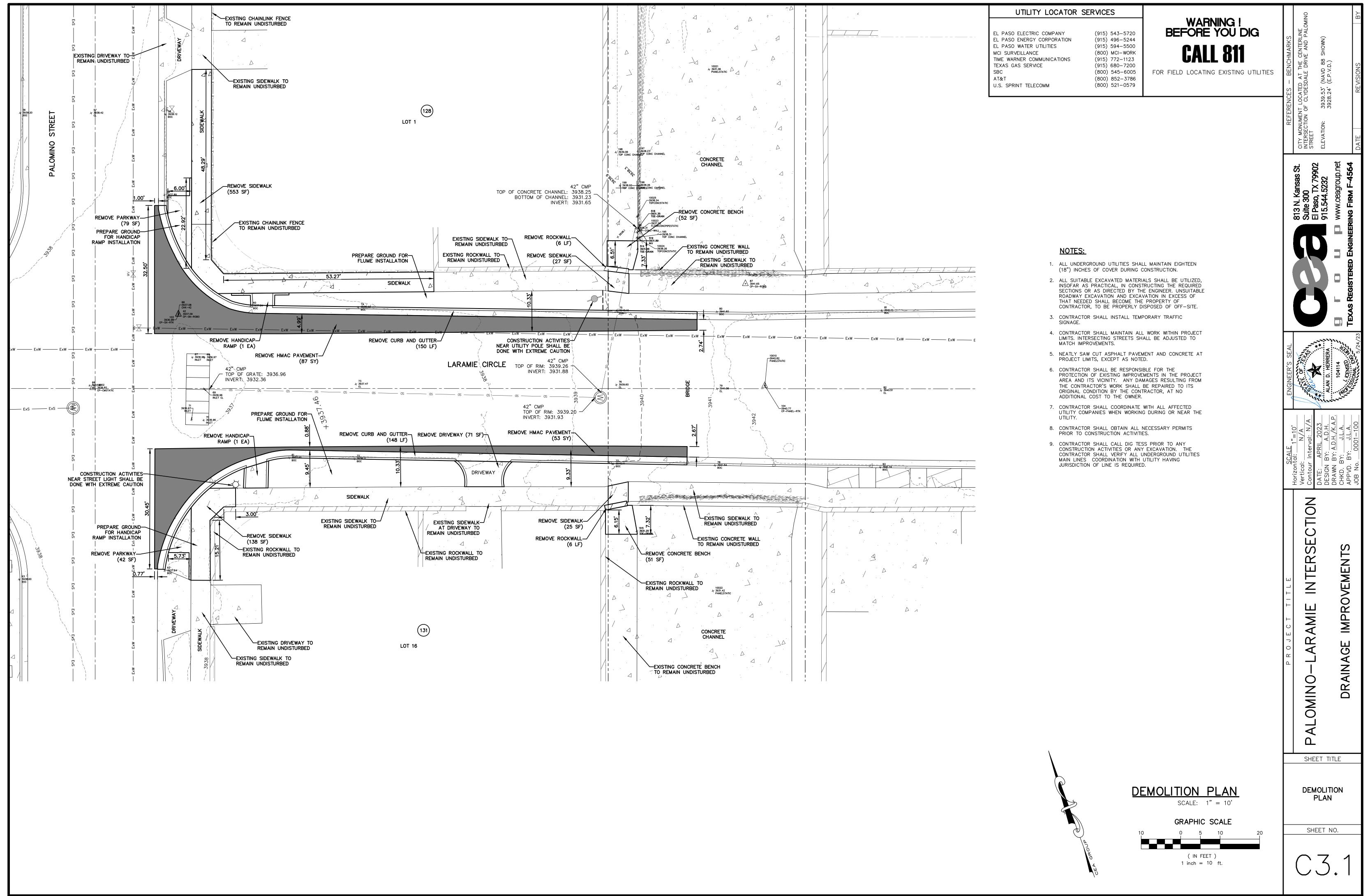
SHEET NO.

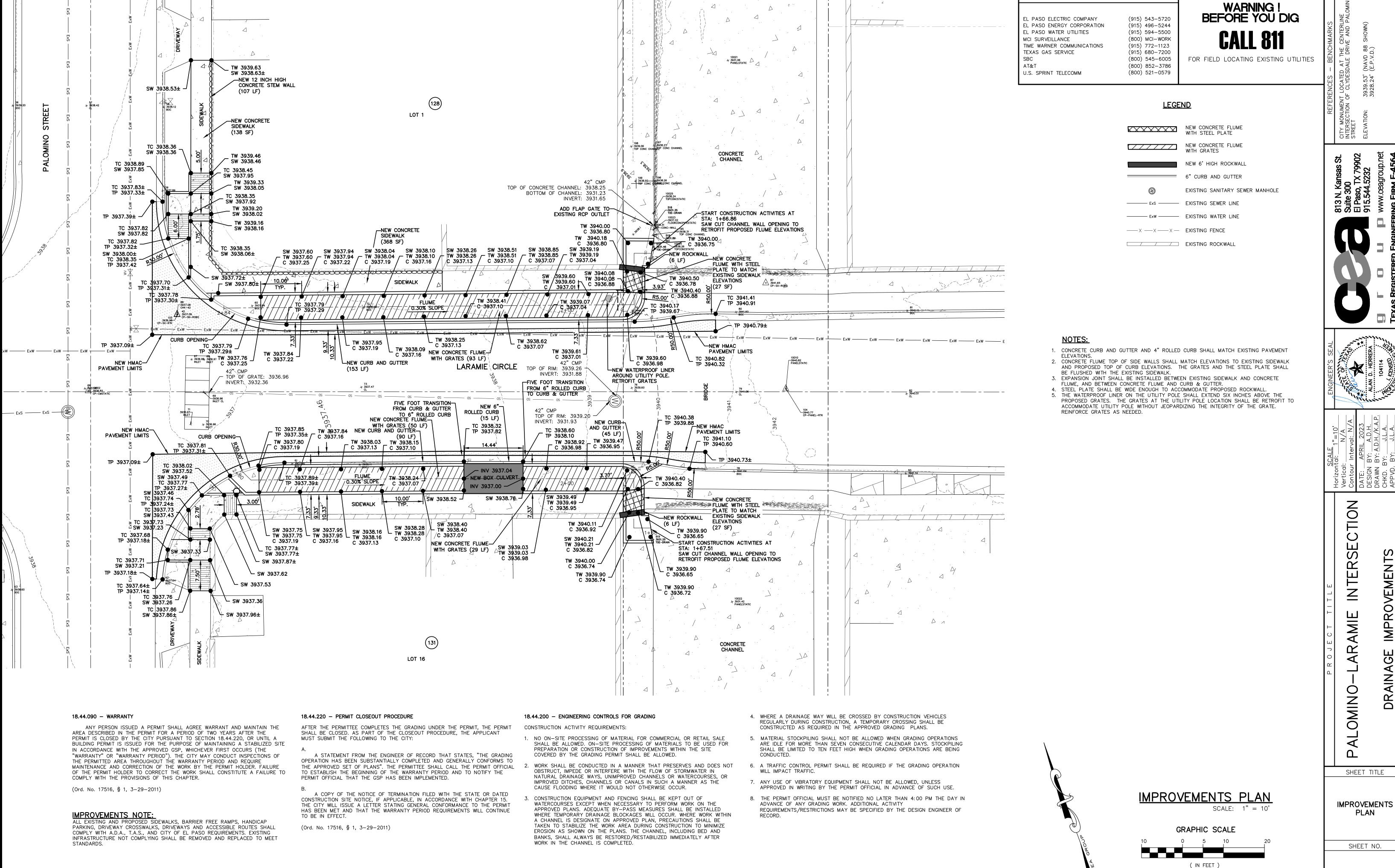
C1.

# INDEX OF DRAWINGS

DRAWING NAME	SHEET N
COVER	
GENERAL INFORMATION	
TOPOGRAPHIC SURVEY	
DEMOLITION PLAN	
IMPROVEMENTS PLAN	
DRAINAGE PLAN	
GRADING SECTIONS (SHEET 1 OF 2)	
GRADING SECTIONS (SHEET 2 OF 2)	
LARAMIE CIRCLE PLAN & PROFILE FROM STA. 0+00.00 TO STA. 2+97.27	
STANDARD DETAILS (SHEET 1 OF 3)	
STANDARD DETAILS (SHEET 2 OF 3)	
STANDARD DETAILS (SHEET 3 OF 3)	
STORM WATER POLLUTION PREVENTION PLAN: GENERAL NOTES	
STORM WATER POLLUTION PREVENTION PLAN: SITE PLAN AND DETAILS	

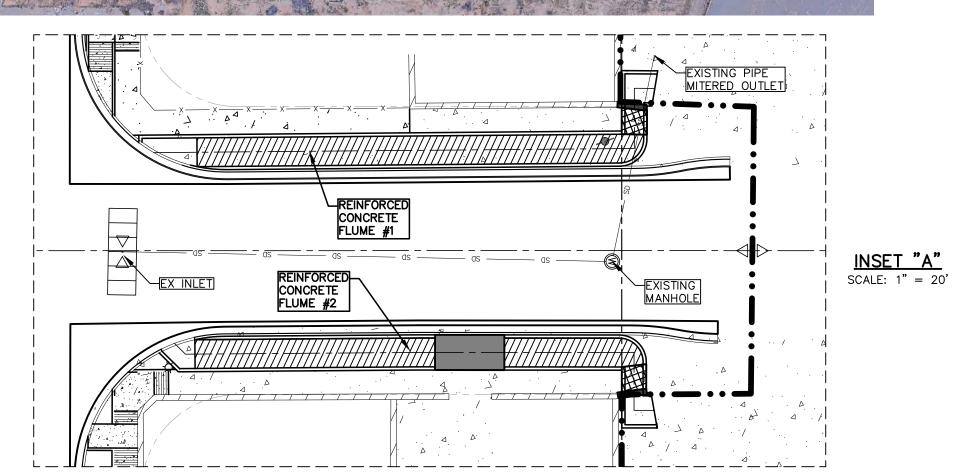






UTILITY LOCATOR SERVICES

1 inch = 10 ft.



UTILITY LOCATOR SERVICES

EL PASO ELECTRIC COMPANY EL PASO ENERGY CORPORATION EL PASO WATER UTILITIES MCI SURVEILLANCE TIME WARNER COMMUNICATIONS

TEXAS GAS SERVICE

U.S. SPRINT TELECOMM

BEFORE YOU DIG (915) 543-5720 (915) 496-5244 (915) 594-5500 (800) MCI-WORK (915) 772-1123

FOR FIELD LOCATING EXISTING UTILITIES

LEGEND:

(915) 680-7200

(800) 545-6005 (800) 852-3786 (800) 521-0579

> DRAINAGE AREA BOUNDARY EXISTING DRAINAGE FLOW EXISTING HIGH POINT EXISTING LOW POINT DROP INLET

> > STORM SEWER MANHOLE

HEADWALL STRUCTURE

DRAINAGE AREA

100 YEAR STORM CALCULATIONS FOR WATERSHED AREAS DRAINAGE DRAINAGE DESIGN STORM TIME OF AREA NO. AREA (AC) INTENSITY (1100) CONCENTRATION COEFF. (C) (CFS) (2) (5) DA-1 31.99 2.86 27.84 0.71 64.96

REFERENCE: CITY OF EL PASO SUBDIVISION STANDARDS (JUNE 2008)

(1) WATERSHED AREA IDENTIFICATION

(2) AREA FROM DRAINAGE PLAN

(3) RAINFALL INTENSITY, 100 YEAR STORM => CENTRAL INTENSITY EQUATIONS (4-7)

 $I_{100} = \frac{111.04}{(\text{Tc} + 26.090)^{0.9177}}$  EQUATION 4-25

(4) TIME OF CONCENTRATION: TC= T (OVERLAND) + T (GUTTER)

(5) TABLE 4-5: RATIONAL METHOD DEVELOPED CONDITION COEFFICIENT (100yr C) SINGLE FAMILY RESIDENTIAL = 0.70 PAVEMENT AND ROOFTOPS = 0.95

(6)  $Q_{100} = C \times A \times I_{100}$ 

C= RATIONAL COEFFICIENT

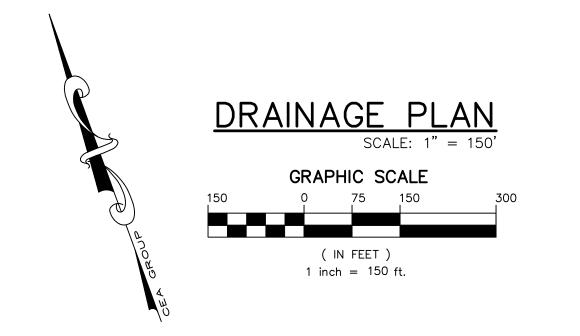
A= COMPUTED CONTRIBUTING WATERSHEDS AREA, ACRES

I= RAINFALL INTENSITY, INCH PER HOUR

			DROP IN	NLETS					
NO.	EXPECTED. FLOW Qexp. (CFS)	ADDITIONAL FLOW Qadd (CFS) FROM INLET #	CROWN Q OVERTOP (CFS)	Q REQUIRED Qactual (CFS)	AVAIL. FLOW CAPACITY Q AVAIL. (CFS)	Obyn (CES)	# OF GRATES	TYPE OF INLET	INLET LOCATION
EX-1	23.33	0	0	23.33	76.549	0	8	Ш	ON SUMP
AVAII A	ARLE FLOW CAPACI	TY SHOWN AT ON-GRADE INLETS	REFLECT CAPACI	TIFS WITH INLE	Т				

AVAILABLE FLOW CAPACITY SHOWN AT ON-GRADE INLETS REFLECT CAPACITIES WITH INLET GRATE EFFICIENCIES.

FLUME CALCULATIONS									
FLUME NO.	Q100 EXPECTED (CFS)	Q CAPACITY (CFS)	DEPTH (FT.)	SLOPE	n VALUE				
1	23.33	70.00	0.35-3.25	0.30%	0.013				
2	23 33	70.00	0.56-3.25	0.30%	0.013				



CTION

INTERSE

ALOMINO Д

SHEET TITLE

DRAINAGE PLAN

SHEET NO.

**BLOCK 128,** 

CHAINLINK FENCE

NEW CONCRETE STEM WALL-

TOP OF WALL: 3939.00

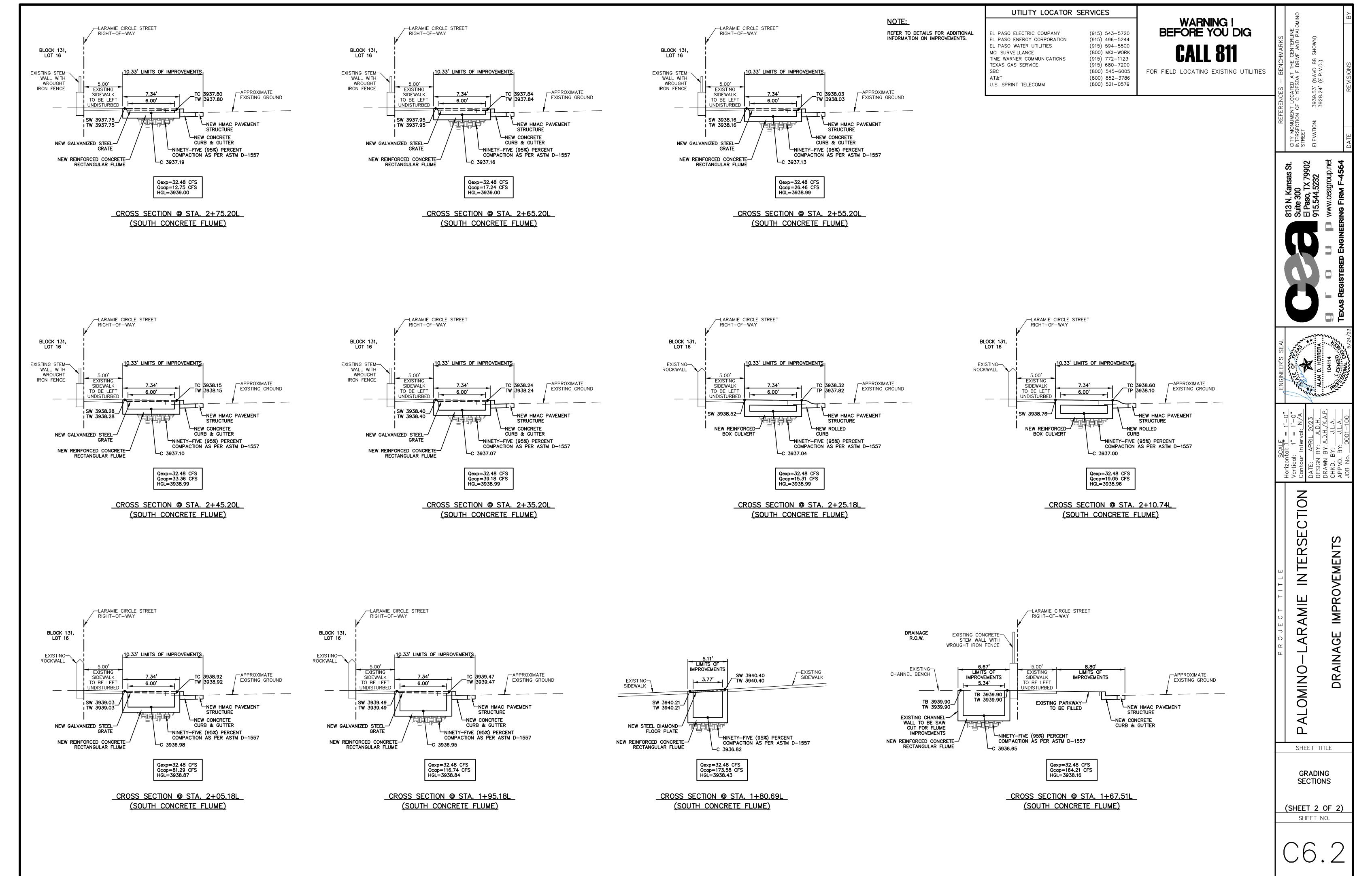
**BLOCK 128,** 

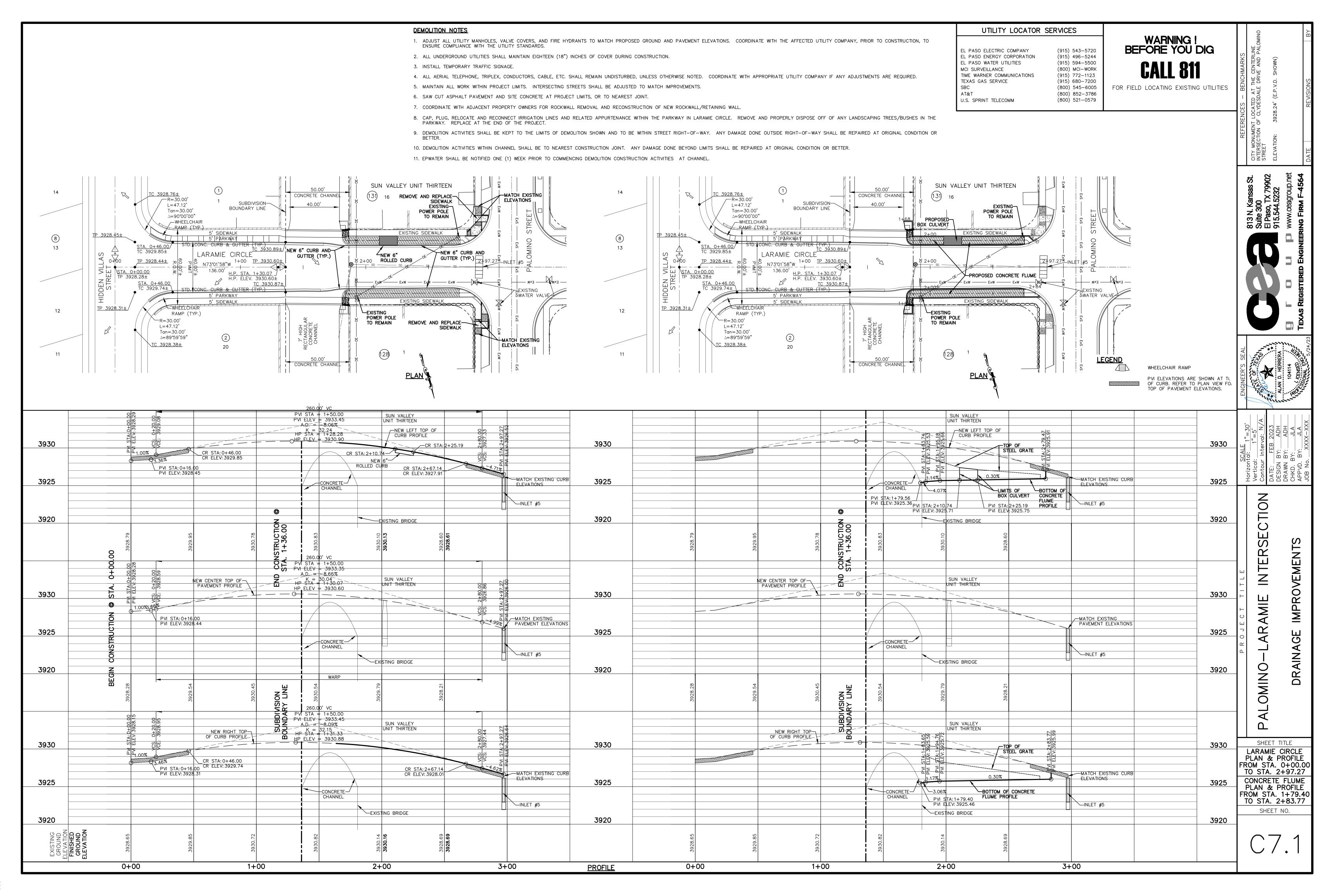
NEW CONCRETE STEM WALL
TOP OF WALL: 3939.00

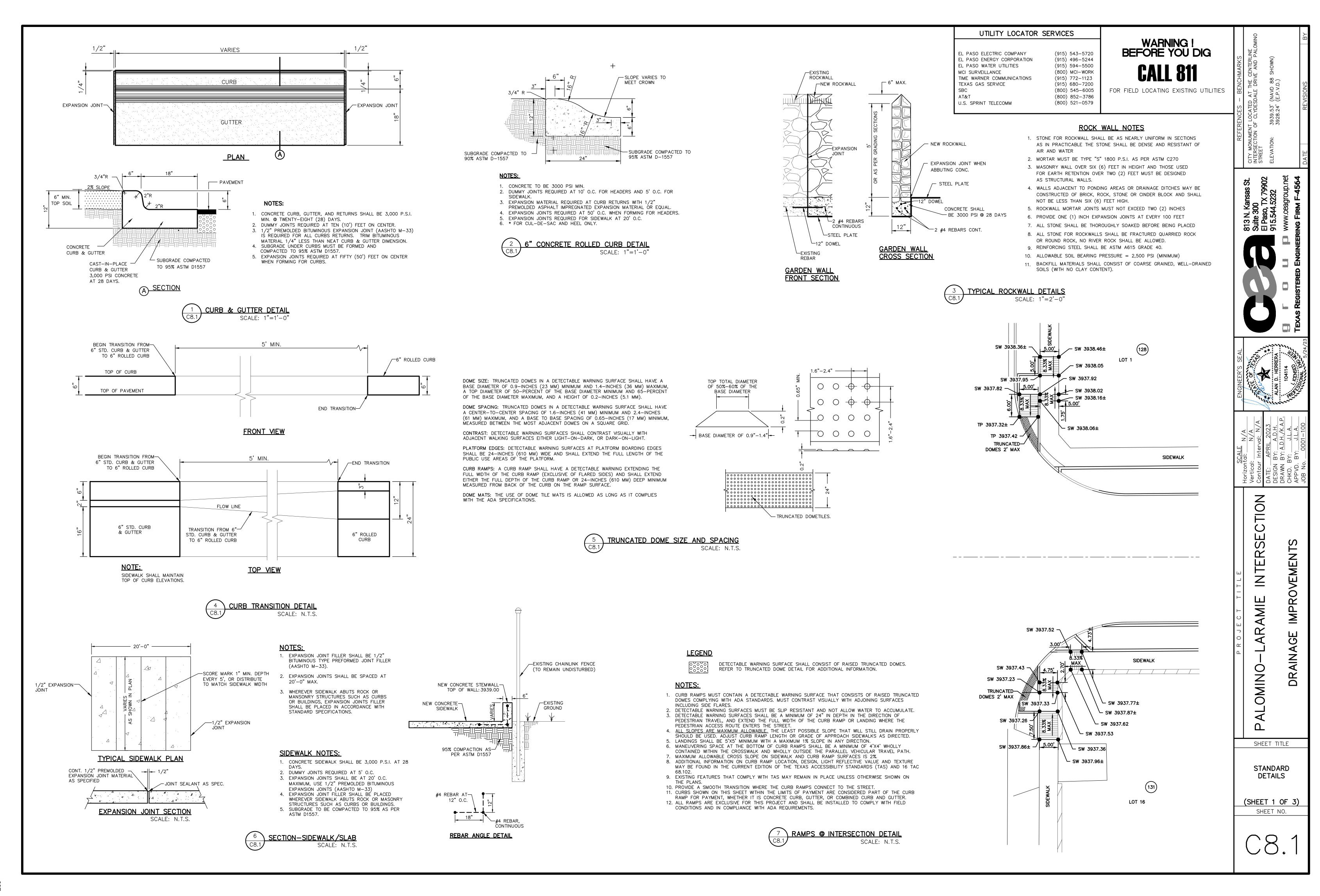
EXISTING-

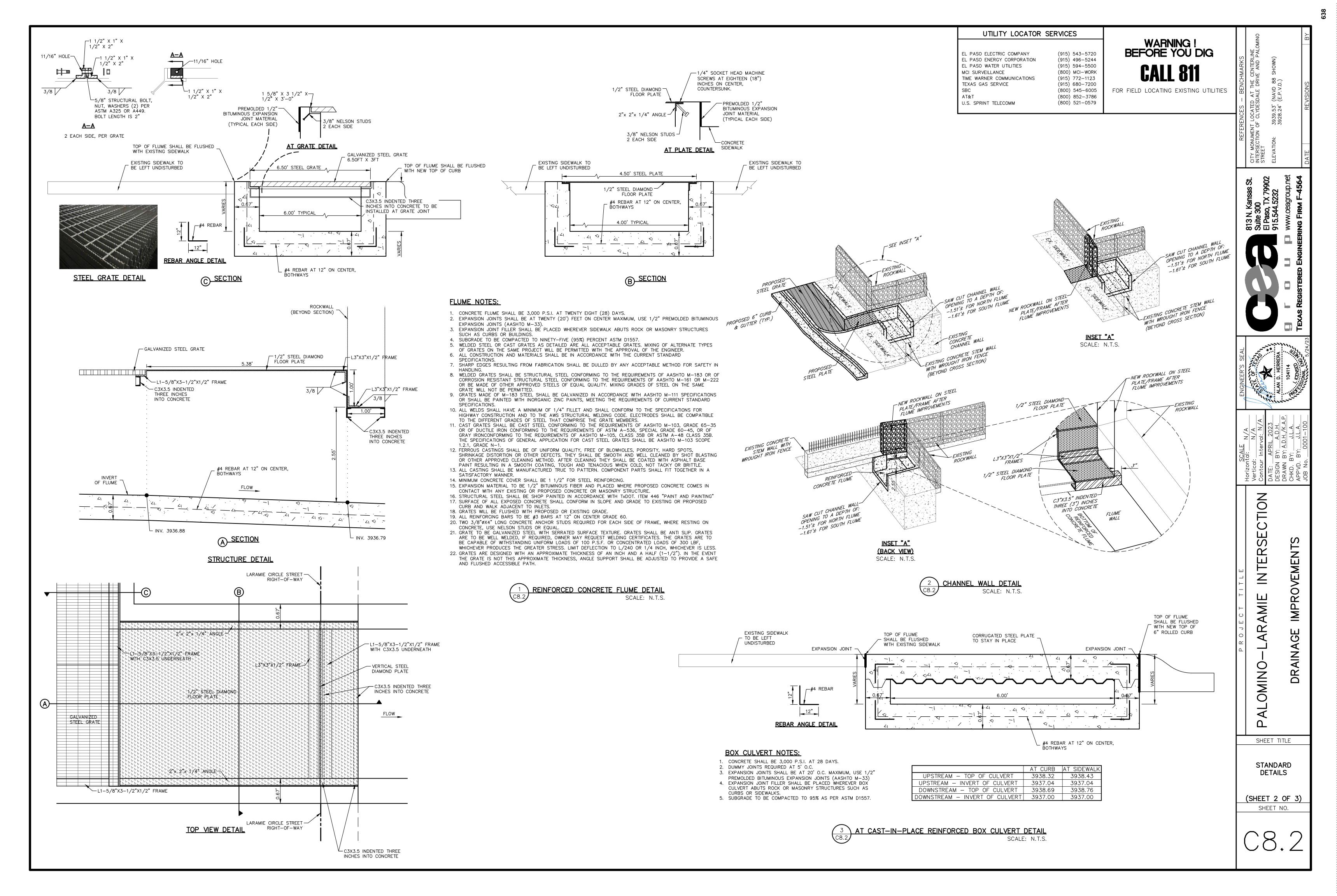
CHAINLINK FENCE

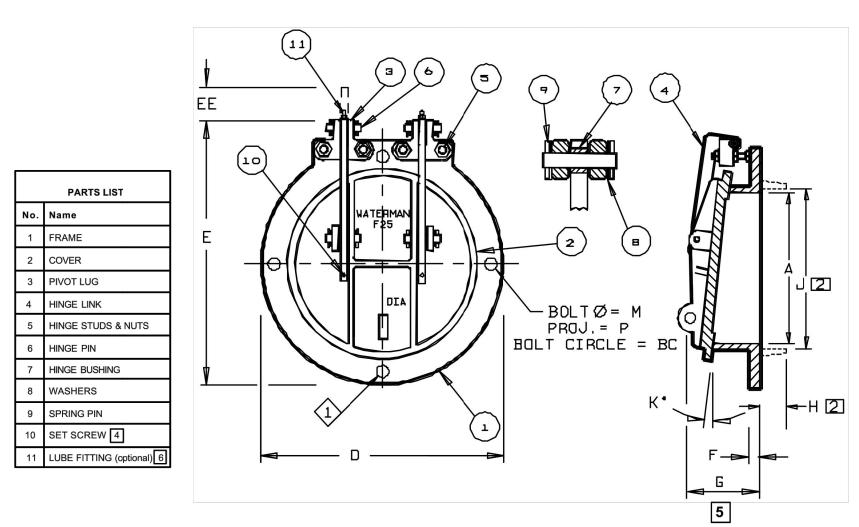
EXISTING-





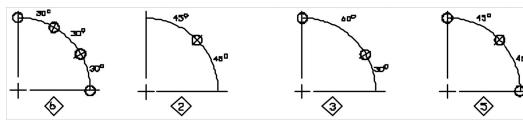


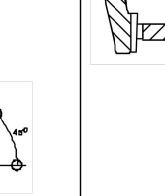




1. 12 Bolt pattern per available on 42" & 48" only on request.

- 2. Applies to spigotback gate only. Optional spigot shown in phantom.
- 3. 25 Lb. & 125 Lb. Standard drilling available on request for all gates except
- 4. Except 4" & 6" gates
- 5. If grout pad mounting is used add grout thickness to dimension.
- 6. Not available on 4" and 6" gates use permalube bushings.





GATE D	IMENSIO	ONS IN II	NCHES															
GATE SIZE A	4	6	8	10	12	14	15	16	18	20	21	24	30	36	42	48	54	60
вс	7½	9½	11¾	141/4	17	18¾	20	211/4	223/4	25	25	29½	36	423/4	49½	56	62¾	69¼
D	9	11	13½	16	19	22½	22½	23½	25	27½	27½	32	38¾	46	53	59¾	66½	73
Е	93/4	12	14½	16	19	22	25	24	28½	28	30	35	40½	46½	54¾	66	72	75
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F	1/2	5/8	5/8	3/4	5/8	1	1	7/8	7/8	7/8	7/8	7/8	11/8	11/8	1½	1½	1½	1½
G	31/16	5	5	6	5½	6	6½	6½	7	7	7½	8	8	9	8½	10	10	10 1/16
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> NOTE: FOR PRELIMINARY DESIGN PURPOSES ONLY DO NOT USE FOR INSTALLATION UNLESS PART OF CERTIFIED & APPROVED SUBMITTAL

BRONZE SEATS 🗁 DOVETAIL

OPTIONAL

**BRONZE** 

SEAT

RESILIENT SEAT

IN COVER

**ATTACHED** 

# UTILITY LOCATOR SERVICES

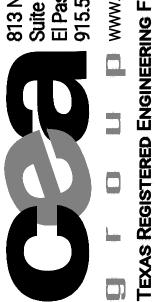
EL PASO ELECTRIC COMPANY (915) 543-5720 EL PASO ENERGY CORPORATION EL PASO WATER UTILITIES MCI SURVEILLANCE TIME WARNER COMMUNICATIONS TEXAS GAS SERVICE

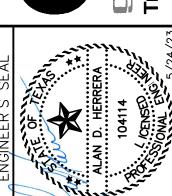
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(915) 496-5244 (915) 594-5500 (800) MCI-WORK (915) 772-1123 (915) 680-7200 (800) 545-6005 (800) 852-3786 (800) 521-0579

FOR FIELD LOCATING EXISTING UTILITIES

**WARNING!** BEFORE YOU DIG





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SHEET TITLE

STANDARD **DETAILS** 

(SHEET 3 OF 3) SHEET NO.

<u>GENERAL</u>

THE DRAINAGE GATE SHALL BE DESIGNED TO ALLOW FREE OUTFLOW AND PREVENT BACKFLOW FOR MAXIMUM SEATING HEADS UP TO 25 FEET. GATES SHALL BE WATERMAN MODEL F-25 OR APPROVED EQUAL.

# **CONSTRUCTION**

THE FRAME SHALL BE CAST IRON OF FLATBACK OR SPIGOTBACK DESIGN, WITH MACHINED SEATING SURFACE INCLINED FROM VERTICAL AT MINIMUM OF 23°, TO ASSURE POSITIVE CLOSURE. FOR FLATBACK GATES MOUNTED TO THIMBLES OR FLANGES, THE GATE FLANGE SHALL BE MACHINED AND DRILLED TO MATCH.

THE COVER SHALL BE CAST IRON, CAST IN ONE PIECE, WITH REINFORCING RIBS, DESIGNED TO WITHSTAND THE SEATING HEAD SPECIFIED. AN INTEGRAL CAST ON LIFTING EYE SHALL BE PROVIDED FOR MANUAL OPERATION.

SEATING SURFACES FOR FRAME AND COVER SHALL BE: (BRONZE ON SEAT AND COVER) (MACHINED IRON ON FRAME, NEOPRENE ON COVER) (BRONZE ON FRAME, NEOPRENE ON COVER)

ALL MACHINED SEATS SHALL HAVE A MINIMUM 63 MICROINCH FINISH.

THE GATE SHALL BE PROVIDED WITH ADJUSTABLE, DOUBLE PIVOTED HINGE LINKS SO DESIGNED TO PERMIT COMPLETE SEATING, FULL OPENING, AND WITH STOPS OR OTHER ARRANGEMENT TO PREVENT COVER FROM ROTATING SUFFICIENTLY TO BECOME WEDGED IN THE OPEN POSITION. PIVOT LUGS MOUNTED TO FRAME SHALL BE ADJUSTABLE TO ALLOW ADJUSTMENT OF HINGE LINKS WITHOUT HAVING TO REMOVE COVER FROM GATE. THE HINGE LINKS SHALL BE BRONZE-BUSHED, STRUCTURAL STEEL (OR HIGH STRENGTH DUCTILE IRON, CAST MANGANESE BRONZE, OR WROUGHT STAINLESS STEEL). ALL ASSEMBLY HARDWARE SHALL BE TYPE 18-8 STAINLESS STEEL.

# <u>FINISH</u>

ALL CAST IRON SHALL BE PAINTED WITH MANUFACTURER'S STANDARD SHOPCOAT PAINT (OR SPECIAL PAINT). STRUCTURAL STEEL HINGE LINKS SHALL BE GALVANIZED. ALL BRONZE AND STAINLESS STEEL PARTS DO NOT REQUIRE FURTHER FINISH.

# <u>MATERIALS</u>

ASTM A-123.

FRAME AND COVER - CAST IRON PER ASTM A-126, CLASS B. PIVOT LUG - DUCTILE IRON PER ASTM A-536, GR. 65-45-12. HINGE LINK - STRUCTURAL STEEL PER ASTM A-36, GALVANIZED PER

BRONZE BUSHINGS AND WASHERS - COMMERCIAL BRONZE.

ASSEMBLY HARDWARE AND PINS - 18-8 STAINLESS STEEL (TYPE 304).

PARKWAYS, AND A CONCRETE CHANNEL. MAJOR SOIL DISTURBING ACTIVITIES: MAJOR SOIL DISTURBING ACTIVITIES WILL CONSIST OF CLEARING AND GRUBBING AND DRAINAGE IMPROVEMENTS.

EXISTING CONDITIONS: THE SITE CONSISTS OF EXISTING IMPROVEMENTS SUCH AS PAVEMENT, SIDEWALKS,

TOTAL PROJECT AREA: 0.09±

TOTAL AREA TO BE DISTURBED: 0.09±

WEIGHTED RUNOFF COEFFICIENT

(AFTER CONSTRUCTION):

EXISTING CONDITION OF SOIL AND VEGETATIVE

COVER AND % OF EXISTING VEGETATIVE COVER: THE PROJECT SITE IS LOCATED IN THE VICINITY OF THE TURNEY-BERINO ASSOCIATION: NEARLY LEVEL AND GENTLY SLOPING SOILS THAT HAVE CLAY LOAM SUBSOIL AND ARE MODERATELY DEEP OVER SOFT CALICHE; IN THE HUECO BOLSON.

NAME OF RECEIVING WATERS: EXISTING RUNOFF WILL BE CAPTURED BY AN EXISTING INLET LOCATED AT THE INTERSECTION OF PALOMINO STREET AND LARAMIE CIRCLE AND TWO PROPOSED ON-SITE CONCRETE FLUMES WHICH WILL ULTIMATELY DISCHARGE INTO AN EXISTING ON-SITE CONCRETE CHANNEL.

# **CERTIFICATION**

# DEVELOPER/OWNER CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGES THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

OPERATOR:
SIGNATURE:
NAME (PRINT):
TITLE:

# CONTRACTOR'S CERTIFICATION

# GENERAL CONTRACTOR

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGES THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

PERATOR:
GNATURE:
AME (PRINT):
ГLE:
NTE:

# EROSION AND SEDIMENT CONTROL

# SOIL STABILIZATION PRACTICES

	TEMPORARY SEEDING
X	PERMANENT PLANTING, SODDING, OR SEEDING
	MULCHING
	SOIL RETENTION BLANKET
	BUFFER ZONES
	PRESERVATION OF NATURAL RESOURCES
OTHER:	

# STRUCTURAL PRACTICES:

X	_ SILT FENCES
	_ HAY BALES
	_ ROCK BERMS
	_ DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
	_ DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
	_ DIVERSION DIKE AND SWALE COMBINATION
	_ PIPE SLOPE DRAINS
	_ CONCRETE FLUMES
	ROCK BEDDING AT CONSTRUCTION EXIT
	_ TIMBER MATTING AT CONSTRUCTION EXIT
	_ CHANNEL LINERS
	_ SEDIMENT TRAPS
	_ SEDIMENT BASINS
X	_ STORM INLET SEDIMENT TRAP
	_ STONE OUTLET STRUCTURES
	_ CURBS AND GUTTERS
	_ STORM DRAINS
	_ VELOCITY CONTROL DEVICES
	_ VEGETATED SWALES & NATURAL DEPRESSIONS
OTHER:_	

# 1. INSTALL TEMPORARY EROSION AND SEDIMENT CONTROLS (e.g. SILT FENCE AND/OR

EARTHEN BERM, AND INLET PROTECTION);

2. PERFORM CLEARING AND GRUBBING;
3. CONSTRUCTION OF DRAINAGE IMPROVEMENTS; AND,
4. WHEN ALL CONSTRUCTION ACTIVITY RELATED IN DEVELOPMENT OF THE SITE IS
COMPLETE, REMOVE TEMPORARY CONTROLS IN 1. ABOVE.

# **SWPPP GENERAL NOTES:**

- 1. PLACEMENT OF SILT FENCE SHALL BE ADJUSTED AS NECESSARY TO PREVENT THE BLOCKING OF DRIVEWAYS OR DRIVING LANES.
- 2. THE SWPPP MANUAL IDENTIFIES THE DUTIES AND RESPONSIBILITIES OF THE GENERAL CONTRACTOR IN COMPLIANCE WITH FEDERAL STATE AND LOCAL REGULATIONS. THIS ITEM SHALL BE SUBSIDIARY TO THE SWPPP BEST MANAGEMENT PRACTICES (COMPLETE IN PLACE) ITEMS. THE SWPPP PROJECT MANUAL IS AVAILABLE FOR REVIEWING AT THE CITY OF EL PASO-ENGINEERING DEPARTMENT. UPON SELECTION, THE CONTRACTOR WILL BE PROVIDED AN SWPPP MANUAL. THE CONTRACTOR SHALL MAINTAIN THIS MANUAL AT THE CONSTRUCTION SITE AT ALL TIMES THROUGHOUT THE CONSTRUCTION PERIOD.
- THE CONTRACTOR SHALL COMPLETE AND SUBMIT ALL REGULATORY FORMS AND APPLICATIONS, AS PROVIDED IN THE SWPPP MANUAL, INCLUDING, BUT NOT LIMITED TO; NOI, NOT, SDPCP, AND ANY OTHER FORM REQUIRED BY THE CITY OF EL PASO AND
- 4. ALLOWABLE STORM WATER AND NON-STORMWATER DISCHARGE SHALL COMPLY WITH 15.20.080 (GENERAL PROHIBITION) AND 15.20.090 (SPECIFIC PROHIBITIONS AND REQUIREMENTS) OF THE CITY OF EL PASO STORM DRAIN POLLUTION CONTROL PLAN ORDINANCE. NON-STORMWATER DISCHARGES MAY CONSIST OF, BUT ARE NOT LIMITED TO, THE DISCHARGE RESULTING FROM FIREFIGHTING, LAWN WATERING, LANDSCAPE IRRIGATION, NATURAL SPRING, AND/OR AGRICULTURAL STORM WATER RUNOFF.

- 5. REFER TO GRADING AND DRAINAGE PLAN, FOR DETAILED INFORMATION ON WATERSHED AREAS AND RUNOFF QUANTITIES (Q).
- 6. THE FOLLOWING HAVE BEEN IDENTIFIED AS POTENTIAL CONTAMINATION SOURCES: CLEARED AND GRADED AREAS; CONSTRUCTION SITE ENTRANCE AND ASPHALT PARKING AREA CONSTRUCTION; ASPHALT LOADING/UNLOADING AREAS; CONCRETE LOADING/UNLOADING AREAS; AND, ALL UNDISTURBED AREAS.
- 7. THE FOLLOWING IS A LIST OF POTENTIAL CONSTRUCTION SITE STORM WATER POLLUTANTS: ASPHALT; CONCRETE; GLUE/ADHESIVE; PAINTS; CURING COMPOUNDS; WASTEWATER FROM CONSTRUCTION EQUIPMENT WASHING; HYDRAULIC OIL/FLUIDS; GASOLINE; DIESEL FUEL; KEROSENE; ANTIFREEZE/COOLANT; AND EROSION.

# BEST MANAGEMENT PRACTICES CONTROLS

- 1. STRUCTURAL MEASURES SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT IN EFFECTIVE OPERATING CONDITION.
- 2. DOCUMENTATION OF MAINTENANCE ACTIVITIES INCLUDING FREQUENCY, LOT DESIGNATION, INSPECTION OF STRUCTURAL CONTROLS, MATERIAL STORAGE AREAS, VEHICLES ENTRANCE, AND
- EXITS; ACTIONS TAKEN AND INSPECTOR'S NAME 3. CONSTRUCTION SITE NOTICE WILL BE MAINTAINED ON SITE
- 4. COPY OF SWPPP SHALL BE KEPT ON SITE
- 5. PERIMETER MUST RETAIN THE SWPS, NOI, AND INSPECTION LOG FOR A MINIMUM OF THREE (3) YEARS FROM THE TERMINATION AND FINAL STABILIZATION OF PROJECT

# WASTE MATERIALS:

ALL WASTE MATERIALS, INCLUDING CONSTRUCTION DEBRIS, SHALL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. NO CONSTRUCTION WASTE MATERIAL SHALL BE BURIED ON SITE. THE TRANSIT DUMPSTER SHALL COMPLY WITH ORDINANCE 18.52.010 (ENCLOSURE AND REMOVAL OF WASTE MATERIALS DURING CONSTRUCTION). THE DUMPSTER SHALL BE EMPTIED AS NECESSARY OR AS REQUIRED BY ORDINANCE 9.04 (SOLID WASTE MANAGEMENT) AND THE TRASH SHALL BE HAULED TO A LICENSED LANDFILL.

# HAZARDOUS WASTE:

AT A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES SHALL BE CONSIDERED HAZARDOUS: PAINT. ACIDS FOR CLEANING MASONRY SURFACES, CLEANING SOLVENTS, ASPHALT PRODUCTS, CHEMICAL ADDITIVES FOR SPILL STABILIZATION, CURING COMPOUNDS AND ADDITIVES. IN THE EVENT OF A SPILL WHICH MAY BE HAZARDOUS, THE CONTRACTOR SHALL TAKE IMMEDIATE ACTION AND CONTACT THE FIRE DEPT. AND TNRCC.

## SANITARY WASTE:

ALL SANITARY WASTE SHALL BE COLLECTED FROM THE CONSTRUCTION PORTABLE UNITS AS NECESSARY OR AS REQUIRED, CHAPTER 18.08 (BUILDING CODE), BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR. ALL WASTE MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

# SPILL PREVENTION:

THE FOLLOWING PRACTICES SHALL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURES OF MATERIALS TO STORM WATER RUNOFF.

# GOOD HOUSEKEEPING:

- A. STORE ONLY ENOUGH PRODUCTS REQUIRED TO DO THE JOB
- B. NEATLY STORE MATERIALS ON-SITE IN AN ORDERLY MANNER
- C. KEEP PRODUCTS IN THEIR ORIGINAL CONTAINER
- D. DO NOT MIX SUBSTANCES WITH ONE ANOTHER, UNLESS OTHERWISE RECOMMENDED BY THE MANUFACTURER
- E. USE ENTIRE CONTENTS OF A PRODUCT BEFORE DISPOSING THE CONTAINER
- F. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL

# HAZARDOUS PRODUCTS:

PRACTICES USED TO REDUCE RISKS:

- A. KEEP PRODUCTS IN THEIR ORIGINAL CONTAINER IF AT ALL POSSIBLE
- B. RETAIN ORIGINAL LABELS, PRODUCT INFORMATION AND MATERIAL SAFETY DATA SHEETS (MSDS)
- C. DISPOSE SURPLUS PRODUCT IN ACCORDANCE WITH MANUFACTURER'S OR LOCAL & STATE RECOMMENDED METHODS

# PETROLEUM PRODUCTS:

ALL ON-SITE VEHICLES SHALL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ON-SITE SHALL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION.

# SPILL CONTROL PRACTICES:

- A. MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP SHALL BE CLEARLY POSTED AND SITE PERSONNEL SHALL BE MADE AWARE OF THE PROCEDURES:
- B. MATERIALS AND EQUIPMENT NECESSARY FOR CLEANUP SHALL BE KEPT IN THE MATERIAL STORAGE AREA ON-SITE:
- C. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY
- D. SPILL AREA SHALL BE WELL VENTILATED AND APPROPRIATE CLOTHING WILL
- E. ANY SPILL SHALL BE REPORTED TO THE APPROPRIATE GOVERNMENTAL AGENCY
- F. MEASURES SHALL BE TAKEN TO PREVENT A SPILL FROM REOCCURRING

# MAINTENANCE AND INSPECTION PROCEDURES:

ALL POLLUTION PREVENTION MEASURES SHALL BE INSPECTED AT LEAST ONCE A MONTH OR WITHIN 24-HOURS PRIOR TO ANTICIPATED STORM EVENT AND FOLLOWING A STORM EVENT OF 0.5 INCHES OR MORE. INSPECTION IN FINAL STABILIZED AREAS OR DURING ARID PERIODS WILL BE CONDUCTED MONTHLY, BEST MANAGEMENT PRACTICES AND POLLUTION CONTROL PROCEDURES SHALL BE INSPECTED FOR ADEQUACY.

# REMARKS:

DISPOSAL AREAS, STOCKPILES, AND HAUL ROADS SHALL BE CONSTRUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNT OF SEDIMENT THAT MAY ENTER RECEIVING WATERS. DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WETLAND, WATERBODY OR STREAMBED. CONSTRUCTION STAGING AREAS AND VEHICLE MAINTENANCE AREAS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN A MANNER TO MINIMIZE THE RUNOFF OF POLLUTANTS. ALL WATERWAYS SHALL BE CLEANED AS SOON AS PRACTICABLE OF TEMPORARY EMBANKMENT, TEMPORARY BRIDGES, MATTING, FALSEWORK, PILING DEBRIS OR OTHER OBSTRUCTIONS PLACED DURING CONSTRUCTION OPERATIONS THAT ARE NOT A PART OF THE FINISHED WORK.

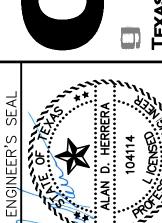
# OFFSITE VEHICLE TRACKING:

IN ADDITION TO THE STABILIZED CONSTRUCTION ENTRANCES, THE FOLLOWING MEASURES SHALL BE OBSERVED DURING CONSTRUCTION:

- HAUL ROADS SHALL BE DAMPENED FOR DUST CONTROL
- LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPAULIN
- EXCESS DIRT ON ROAD SHALL BE REMOVED IMMEDIATELY
- STABILIZED CONSTRUCTION ENTRANCE

- OTHER: \_\_\_\_\_





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SHEET TITLE

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STORM WATER POLLUTION PREVENTION PLAN: GENERAL NOTES

SHEET NO.

# El Paso, TX

# **Legislation Text**

File #: 24-905, Version: 1

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

### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

### **All Districts**

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

### AGENDA LANGUAGE:

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

Discussion and action on a Resolution of the City Council, of the City of El Paso, Texas, calling for the 2024 general election in the City of El Paso, to be held on November 5, 2024, to fill the expired terms of the Mayor, four District Representatives Nos 2, 3, 4 and 7 and five Municipal Court Judges Court Nos. 1, 2, 3, 4, 5, and the Judge of the Municipal Court of Appeals; and calling for a Special Election in the City of El Paso, to be held November 5, 2024, to fill a City Council vacancy in the office of Representative for District No. 1, and making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment.

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF EL PASO, TEXAS, CALLING FOR THE 2024 GENERAL ELECTION IN THE CITY OF EL PASO, TO BE HELD ON NOVEMBER 5, 2024, TO FILL THE EXPIRED TERMS OF THE MAYOR, FOUR DISTRICT REPRESENTATIVES NOS 2, 3, 4 AND 7 AND FIVE MUNICIPAL COURT JUDGES COURT NOS. 1, 2, 3, 4, 5, AND THE JUDGE OF THE MUNICIPAL COURT OF APPEALS; AND CALLING FOR A SPECIAL ELECTION IN THE CITY OF EL PASO, TO BE HELD NOVEMBER 5, 2024, TO FILL A CITY COUNCIL VACANCY IN THE OFFICE OF REPRESENTATIVE FOR DISTRICT NO. 1, AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND AUTHORIZING A CONTRACT WITH EL PASO COUNTY TO FURNISH ELECTION SERVICES AND EQUIPMENT.

**WHEREAS,** pursuant to the Texas Election Code, as amended, and the City of El Paso Charter, an election will be held on Tuesday, November 5, 2024, in the City of El Paso, Texas for the purpose of electing the following officers of the City of El Paso: the Mayor, four District Representatives from Single-Member District Nos. 2, 3, 4 and 7, and the Judges of the Municipal Court Nos. 1, 2, 3, 4 and 5, and the Judge of the El Paso Municipal Court of Appeals; and

**WHEREAS,** effective July 11, 2024, a vacancy occurred in the office of City Council Representative for District 1 following Representative Brian Kennedy's announcement to run for a different office of honor, trust or profit; and

**WHEREAS,** the Constitution of the State of Texas provides that a special election shall be held to fill a vacancy on the first authorized uniform election date occurring on or after the 46<sup>th</sup> day after the election is ordered, and allows for an exception to the uniform date requirement if none is available within the required timeframe; and

**WHEREAS,** November 5, 2024 is the date for the first authorized uniform election date occurring after the 46<sup>th</sup> day after the election is ordered.

**WHEREAS**, the City Council has determined that the holding of the special election to fill the unexpired term of City Council Representative for District No. 1 on November 5, 2024, is in conformity with applicable laws and is in the best interest of the citizens of El Paso.

**WHEREAS,** by this Resolution, it is the intention of the El Paso City Council to adopt all requirements of this election order in accordance with state law, and to authorize a contract with El Paso County for election services.

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

### **SECTION 1 - OFFICIAL POSITIONS TO BE FILLED**

A general election of the City of El Paso is hereby called to elect the Mayor; one City Council Representative for, respectively, District Nos. 2, 3, 4 and 7; one Municipal Judge for, respectively, Municipal Court Nos. 1, 2, 3, 4 and 5, and one Municipal Court of Appeals Judge. Such election shall take place on the November 5, 2024, uniform election day.

The City Council of the City of El Paso, Texas, does hereby declare a vacancy in the position of City Council Representative, District No. 1, and orders a special election for the City of El Paso, Texas, to be held on November 5, 2024, uniform election day, for the purpose of electing a City Council Representative to serve for the unexpired term of District No. 1.

Such election shall be held in the manner and form prescribed by the laws of the State of Texas. At such election all qualified voters of the City shall be permitted to vote at said election, and shall vote at the polling place designated for the election precinct in which they reside. The candidate receiving a majority of the votes cast for each position shall be declared elected to such office.

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

### SECTION 2 - ELECTION SERVICES CONTRACT WITH COUNTY

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

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

### **SECTION 3 - EARLY VOTING CLERK**

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be received no later than the close of business on Friday, October 25, 2024, sent to this address.

## **SECTION 4 - EARLY VOTING**

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

In addition, mobile voting stations may be authorized and used for early voting at publicly  $HQ24-2925|Trans\#542269|City\ Clerks$ 

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

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

### **SECTION 5 - FILING FOR PLACE ON BALLOT**

Applications for candidacy to the vacant offices of the Mayor; one City Council Representative for, respectively, District Nos. 2, 3, 4 and 7; one Municipal Judge for, respectively, Municipal Court Nos. 1, 2, 3, 4 and 5, and one Municipal Court of Appeals Judge. set forth in Section 1 shall be made to the City Clerk of the City of El Paso beginning on July 20, 2024 and ending on August 19, 2024, in the manner and form as prescribed by law.

Applications for candidacy to the vacant office the City Council Representative, District No. 1, set forth in Section 1 shall be made to the City Clerk of the City of El Paso beginning upon approval by City Council of this resolution and ending on September 4, 2024, at 5 p.m., in the manner and form as prescribed by law.

The names of eligible and qualified candidates for such offices shall be placed on the ballots for such election by the City Clerk at the time and in the manner prescribed by law.

### SECTION 6 – VOTING MACHINES AND ELECTION RESULTS

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

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

### **SECTION 7 – NOTICE OF ELECTION**

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

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

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

### **SECTION 8 - RUNOFF ELECTION**

Any runoff election required for the election of the named official City positions, following the general election of November 5, 2024, shall be held on December 14, 2024, a date that is permitted by and in accordance with Section 2.025 Election Code of the State of Texas. Such election, if any, shall be called by the City Council. Early voting dates and sites will be identified if such runoff election shall be held.

### **SECTION 9 - COMPLIANCE WITH APPLICABLE LAWS**

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

APPR	OVED this	day of	, 2024.
			CITY OF EL PASO:
ATTEST:			Oscar Leeser Mayor
Laura Prine City Clerk	_		
APPROVED AS TO FORM	:		APPROVED AS TO CONTENT:
Karla Sasna Karla A. Saenz Assistant City Attorney			Laura Prine City Clerk

# **November 2024 General Election**





# **EARLY VOTING PERIOD:** October 21 - November 1 **EARLY VOTING LOCATIONS**

(Main Early Voting Location)  1. Enrique Moreno County Courthouse Third Floor, Back Lobby	500 E. San Antonio Ave. 79901	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	8am - 5pm 7am - 7pm 11am - 5pm 7am - 7pm
2. Agua Dulce Community Center Classroom B	15371 Kentwood Ave. 79928	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	10am - 7pm 7 12pm - 5pm 10am - 7pm
3. Arlington Park Shelter  Main Room  * Express Curbside Station - Parking lot in from	10350 Pasadena Cir. 79924  nt of Arlington Park Shelter	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	9am - 6pm 7am - 7pm 11am - 5pm 9am - 9pm
4. Bassett Place T.B.A.	6101 Gateway West 79925	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	10am - 7pm 7 12pm - 5pm 9am - 9pm
5. Bowling Family YMCA Vita Room	5509 Will Ruth Ave. 79924	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1	9am - 6pm ' 12pm - 5pm 9am - 6pm



Sites with a car icon are also Curbside Express Voting Locations.

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# **EARLY VOTING PERIOD:** October 21 - November 1 **EARLY VOTING LOCATIONS**

6. <u>Canutillo Nutrition Center</u> Exercise Room	7351 Bosque Rd.79835	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
7. Chayo Apodaca Community Center Community Center	341 N. Moon Rd. 79927	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1 9am - 6pm 9am - 6pm
8. City of San Elizario Municipal Court Council Chambers	12004 Socorro Rd. Suite B, 79849	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
9. Clint ISD Early College Academy Library	13100 Alameda Ave. 79836	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
10. Commissioner's Corner Community Room	10700 Montana Ave. 79936	Monday, Oct. 21 - Friday, Oct. 25 9am - 6pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 9am - 6pm
11. Dorris Van Doren Library Auditorium	551 Redd Rd. 79912	Monday, Oct. 21 - Friday, Oct. 25  Saturday, Oct. 26 - Sunday, Oct. 27  Monday, Oct. 28 - Friday, Nov. 1  10am - 7pm  10am - 7pm
12. El Paso County Eastside Annex Community Room	2350 George Dieter Dr. 79936	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1  8am - 5pm 11am - 5pm 8am - 9pm



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13. El Paso County Northwest Annex Community Room	435 Vinton Rd. 79821	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1  8am - 5pm 8am - 5pm 8am - 5pm
14. EPCC Administrative Services Center Foyer	9050 Viscount Blvd. 79925	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
15. Esperanza Acosta Moreno Library Meeting Room	12480 Pebble Hills Blvd. 79938	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1  10am - 7pm 11am - 5pm 10am - 7pm
16. Fabens Community Center Pool Room	201 NE Camp St. 79838	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1  9am - 6pm 7am - 7pm 11am - 5pm 9am - 9pm
17. Family Youth Services Lobby	6335 Delta Dr. 79905	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm 8am - 5pm
18. Gary Del Palacio Recreation Center  Multipurpose Room	3001 Parkwood St. 79925	Monday, Oct. 21 - Friday, Oct. 25 Saturday, Oct. 26 - Sunday, Oct. 27 Monday, Oct. 28 - Friday, Nov. 1  9am - 6pm 9am - 6pm
19. Gonzalez Place Community Room	4101 Rich Beem Blvd. 79938	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm



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20. Hilos De Plata Senior Center  Classroom  * Express Curbside Station - Parking lot in front of	4451 Delta Dr. 79905  Hilos De Plata Senior Center	Saturday, Oct. 26 - Sunday, Oct. 27 1	9am - 6pm 12pm - 5pm 9am - 6pm
21. Marty Robbins Recreation Center  Lobby  * Express Curbside Station - Parking lot in back of	11620 Vista Del Sol Dr. 79936  Marty Robbins Recreation Center	Saturday, Oct. 26 - Sunday, Oct. 27 1	9am - 6pm 12pm - 5pm 9am - 9pm
22. <u>Medano Heights</u> Community Center	7801 Medano Dr. 79912	Saturday, Oct. 26 - Sunday, Oct. 27 1	10am - 7pm 12pm - 5pm 10am - 7pm
23. Mountain View-Rae Gilmore Recreation Center Multipurpose Room	8501 Diana Dr. 79904	Saturday, Oct. 26 - Sunday, Oct. 27 1	10am - 7pm 12pm - 5pm 10am - 6pm
24. Nations Tobin Sports Center Meeting Room	8831 Railroad Dr. 79904	Saturday, Oct. 26 - Sunday, Oct. 27 1	9am - 6pm 12pm - 5pm 9am - 6pm
25. Officer David Ortiz Recreation Center Classroom B	563 N. Carolina Dr. 79915	Saturday, Oct. 26 Sunday, Oct. 27	9am - 6pm 7am - 7pm 11am - 5pm <mark>9am - 9pm</mark>
26. Oz Glaze Senior Center  Main Dining Area  * Express Curbside Station - Parking lot in front of	13969 Veny Webb St. 79928  Oz Glaze Senior Center		10am - 7pm 12pm - 5pm 9am - 9pm



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27. Pebble Hills High School	14400 Pebble Hills Blvd. 79938	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm
Auditorium Foyer		Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm
		Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
28. SISD District Service Center	12440 Rojas Dr. 79928	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm
TSC Computer Lab		Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm
		Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
29. South El Paso Senior Center	600 S. Ochoa St. 79901	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm
Multipurpose Room		Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm
		Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
30. The Shoppes at Solana	750 Sunland Park Dr. 79912	Monday, Oct. 21 - Friday, Oct. 25 9am - 6pm
T.B.A.		Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm
* Express Curbside Station - Parking lot by t	he Food Court	Monday, Oct. 28 - Friday, Nov. 1 9am - 9pm
31. UTEP - Union Building East	351 W. University Ave. 79968	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm
Riverview Room 102H		Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm
		Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
32. Wellington Chew Senior Center	4430 Maxwell Ave. 79904	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm
Classroom 2		Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm
		Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm
33. W.E. Neill Community Center	19210 Cobb Ave. 79853	Monday, Oct. 21 - Friday, Oct. 25 8am - 5pm
Library		Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm
		Monday, Oct. 28 - Friday, Nov. 1 8am - 5pm



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34. <u>Ysleta Community Learning Center</u> Annex	<u>121 Padres Dr. 79907</u>	Monday, Oct. 21 - Friday, Oct. 25 <b>9am - 6pm</b> Saturday, Oct. 26 - Sunday, Oct. 27 <b>12pm - 5pm</b>
		Monday, Oct. 28 - Friday, Nov. 1 <b>9am - 6pm</b>
35. YWCA - West	313 Bartlett Dr. 79912	Monday, Oct. 21 - Friday, Oct. 25 8am - 6pm
Program Offices		Saturday, Oct. 26 - Sunday, Oct. 27 12pm - 5pm
		Monday, Oct. 28 - Friday, Nov. 1 8am - 6pm



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## Elección General de Noviembre de 2024





# PERÍODO DE VOTACIÓN TEMPRANA: 21 de Octubre - 1 de Noviembre UBICACIONES DE VOTACIÓN TEMPRANA

(Ubicación Principal de Votación Temprana)  1. Enrique Moreno County Courthouse Tercer Piso, Área de Espera	500 E. San Antonio Ave. 79901	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm 7am - 7pm 11am - 5pm 7am - 7pm
2. Agua Dulce Community Center Salón B	15371 Kentwood Ave. 79928	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	10am - 7pm 12pm - 5pm 10am - 7pm
3. Arlington Park Shelter  Cuarto Principal  * Estación Expréss en la acera - En el estacionamient	10350 Pasadena Cir. 79924 to frente a Arlington Park Shelter	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	9am - 6pm 7am - 7pm 11am - 5pm 9am - 9pm
<b>4.</b> Bassett Place T.B.A.	6101 Gateway West 79925	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	10am - 7pm 12pm - 5pm 9am - 9pm
5. Bowling Family YMCA Cuarto Vita	5509 Will Ruth Ave. 79924	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	9am - 6pm 12pm - 5pm 9am - 6pm



Los sitios con un ícono de automóvil tambien son lugares de votación expréss en la acera.

Nota: Las Ubicaciones de Votación Temprana, fechas y horarios están sujetos a cambios en cualquier momento. Cualquier votante registrado puede votar en cualquier Ubicación de Votación Temprana. Para ver mapa del lugar, presione en la dirección de la ubicación de su preferencia via Google Maps o para ver una imagen del lugar, presione en el nombre de la ubicación de su preferencia. Para más información visite es.epcountyvotes.com o llame al (915) 546-2154.

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## PERÍODO DE VOTACIÓN TEMPRANA: 21 de Octubre - 1 de Noviembre UBICACIONES DE VOTACIÓN TEMPRANA

6. <u>Canutillo Nutrition Center</u> Cuarto de Ejercicios	7351 Bosque Rd. 79835	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm 12pm - 5pm 8am - 5pm
7. Chayo Apodaca Community Center Centro Comunitario	341 N. Moon Rd. 79927	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	9am - 6pm 12pm - 5pm 9am - 6pm
8. <u>City of San Elizario Municipal Court</u> Consejo de Cámaras	12004 Socorro Rd. Suite B, 79849	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm 12pm - 5pm 8am - 5pm
9. Clint ISD Early College Academy Biblioteca	13100 Alameda Ave. 79836	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm 12pm - 5pm 8am - 5pm
10. Commissioner's Corner Cuarto Comunitario	10700 Montana Ave. 79936	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	9am - 6pm 12pm - 5pm 9am - 6pm
11. <u>Dorris Van Doren Library</u> Auditorium	551 Redd Rd. 79912	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	10am - 7pm 12pm - 5pm 10am - 7pm
12. El Paso County Eastside Annex Cuarto Comunitario	2350 George Dieter Dr. 79936	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm 7am - 7pm 11am - 5pm 8am - 9pm



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## PERÍODO DE VOTACIÓN TEMPRANA: 21 de Octubre - 1 de Noviembre UBICACIONES DE VOTACIÓN TEMPRANA

13. El Paso County Northwest Annex Cuarto Comunitario	435 Vinton Rd. 79821	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27	8am - 5pm 12pm - 5pm
Cuarto Comunitario		Lunes, Oct. 28 - Viernes, Nov. 1	8am - 9pm
14. EPCC Administrative Services Center	9050 Viscount Blvd. 79925	Lunes, Oct. 21 - Viernes, Oct. 25	8am - 5pm
Área de Espera		Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
		Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm
15. Esperanza Acosta Moreno Library	12480 Pebble Hills Blvd. 79938	Lunes, Oct. 21 - Viernes, Oct. 25	10am - 7pm
Cuarto de Juntas		Sábado, Oct. 26	7am - 7pm
		Domingo, Oct. 27	11am - 5pm
		Lunes, Oct. 28 - Viernes, Nov. 1	10am - 7pm
16. Fabens Community Center	201 NE Camp St. 79838	Lunes, Oct. 21 - Viernes, Oct. 25	9am - 6pm
Cuarto de Billar		Sábado, Oct. 26	7am - 7pm
		Domingo, Oct. 27	11am - 5pm
		Lunes, Oct. 28 - Viernes, Nov. 1	9am - 9pm
17. Family Youth Services Center	6314 Delta Dr. 79905	Lunes, Oct. 21 - Viernes, Oct. 25	8am - 5pm
Área de Espera		Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
		Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm
18. Gary Del Palacio Recreation Center	3001 Parkwood St. 79925	Lunes, Oct. 21 - Viernes, Oct. 25	9am - 6pm
Cuarto de Multiusos		Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
		Lunes, Oct. 28 - Viernes, Nov. 1	9am - 6pm
19. Gonzalez Place	4101 Rich Beem Blvd. 79938	Lunes, Oct. 21 - Viernes, Oct. 25	8am - 5pm
Cuarto Comunitario		Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
		Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm



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## PERÍODO DE VOTACIÓN TEMPRANA: 21 de Octubre - 1 de Noviembre UBICACIONES DE VOTACIÓN TEMPRANA

20. Hilos de Plata Senior Center	4451 Delta Dr. 79905	Lunes, Oct. 21 - Viernes, Oct. 25	Oom 6nm
	4451 Della Dr. 79905		9am - 6pm
Salón	or franche a lillage de Dieta Carrier Otro	Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
* Estación Expréss en la acera - En el estacionamient	to frente a Hilos de Plata Senior Ctr.	Lunes, Oct. 28 - Viernes, Nov. 1	9am - 6pm
21. Marty Robbins Recreation Center	11620 Vista Del Sol Dr. 79936	Lunes, Oct. 21 - Viernes, Oct. 25	9am - 6pm
Área de Espera		Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
* Estación Expréss en la acera - En el estacionam Robbins Recreation Ctr	•	Lunes, Oct. 28 - Viernes, Nov. 1	9am - 9pm
22. Medano Heights	7801 Medano Dr. 79912	Lunes, Oct. 21 - Viernes, Oct. 25	10am - 7pm
Centro Comunitario		Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
		Lunes, Oct. 28 - Viernes, Nov. 1	10am - 7pm
23. Mountain View-Rae Gilmore Recreation Ctr.	8501 Diana Dr. 79904	Lunes, Oct. 21 - Viernes, Oct. 25	10am - 7pm
Cuarto de Multiusos		Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
		Lunes, Oct. 28 - Viernes, Nov. 1	10am - 6pm
24. Nations Tobin Sports Center	8831 Railroad Dr. 79904	Lunes, Oct. 21 - Viernes, Oct. 25	9am - 6pm
Cuarto de Juntas		Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
		Lunes, Oct. 28 - Viernes, Nov. 1	9am - 6pm
25. Officer David Ortiz Recreation Center	563 N. Carolina Dr. 79915	Lunes, Oct. 21 - Viernes, Oct. 25	9am - 6pm
Salón B		Sábado, Oct. 26	7am - 7pm
		Domingo, Oct. 27	11am - 5pm
		Lunes, Oct. 28 - Viernes, Nov. 1	9am - 6pm
26. Oz Glaze Senior Center	13969 Veny Webb St. 79928	Lunes, Oct. 21 - Viernes, Oct. 25	10am - 7pm
Comedor Principal		Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
* Estación Expréss en la acera - En el estacionami	ento frente a Oz Glaze Senior Ctr.	Lunes, Oct. 28 - Viernes, Nov. 1	9am - 9pm



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### PERÍODO DE VOTACIÓN TEMPRANA: 21 de Octubre - 1 de Noviembre

## **UBICACIONES DE VOTACIÓN TEMPRANA**

938 Lunes, Oct. 21 - Viernes, Oct. 25	8am - 5pm
•	12pm - 5pm
Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm
Lunes, Oct. 21 - Viernes, Oct. 25	8am - 5pm
Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm
Lunes, Oct. 21 - Viernes, Oct. 25	8am - 5pm
Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm
Lunes, Oct. 21 - Viernes, Oct. 25	9am - 6pm
Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
Lunes, Oct. 28 - Viernes, Nov. 1	9am - 9pm
Lunes, Oct. 21 - Viernes, Oct. 25	8am - 5pm
Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm
Lunes, Oct. 21 - Viernes, Oct. 25	8am - 5pm
Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm
Lunes, Oct. 21 - Viernes, Oct. 25	8am - 5pm
Sábado, Oct. 26 - Domingo, Oct. 27	12pm - 5pm
Lunes, Oct. 28 - Viernes, Nov. 1	8am - 5pm
	Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1  Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1  Lunes, Oct. 28 - Viernes, Nov. 1  Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1  Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1  Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1  Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27



Los sitios con un ícono de automóvil tambien son lugares de votación expréss en la acera.

Nota: Las Ubicaciones de Votación Temprana, fechas y horarios están sujetos a cambios en cualquier momento. Cualquier votante registrado puede votar en cualquier Ubicación de Votación Temprana. Para ver mapa del lugar, presione en la dirección de la ubicación de su preferencia via Google Maps o para ver una imagen del lugar, presione en el nombre de la ubicación de su preferencia. Para más información visite es.epcountyvotes.com o llame al (915) 546-2154.

Página 5 of 6 Revisado 07/19/2024

### PERÍODO DE VOTACIÓN TEMPRANA: 21 de Octubre - 1 de Noviembre

### **UBICACIONES DE VOTACIÓN TEMPRANA**

34. <u>Ysleta Community Learning Center</u> Anexo	121 Padres Dr. 79907	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	9am - 6pm 12pm - 5pm 9am - 6pm
<b>35.</b> <u>YWCA - West</u> Cuarto de Oficinas de Programa	313 Bartlett Dr. 79912	Lunes, Oct. 21 - Viernes, Oct. 25 Sábado, Oct. 26 - Domingo, Oct. 27 Lunes, Oct. 28 - Viernes, Nov. 1	8am - 6pm 12pm - 5pm 8am - 6pm



Los sitios con un ícono de automóvil tambien son lugares de votación expréss en la acera.

Nota: Las Ubicaciones de Votación Temprana, fechas y horarios están sujetos a cambios en cualquier momento. Cualquier votante registrado puede votar en cualquier Ubicación de Votación Temprana. Para ver mapa del lugar, presione en la dirección de la ubicación de su preferencia via Google Maps o para ver una imagen del lugar, presione en el nombre de la ubicación de su preferencia. Para más información visite es.epcountyvotes.com o llame al (915) 546-2154.

Página 6 of 6 Revisado 07/19/2024

## **November 2024 General Election**





Election Day: Tuesday, November 5, 2024

Día de Elección: Martes, 5 de Noviembre de 2024

7:00 a.m. - 7:00 p.m.

You can now vote at any Vote Center on Election Day.

Ahora puede votar en cualquier Centro de Votación el Día de la Elección.

<b>Vote Center</b> Centro de Votación	Room Cuarto	Address Dirección
Anthony Town Hall	Court Room (Cuarto de Cortes)	401 Wildcat Dr. 79821
El Paso County Northwest Annex	Community Room (Cuarto Comunitario)	435 E. Vinton Rd. 79821
Canutillo Middle School	Entry Foyer (Entrada Principal)	7311 Bosque Rd. 79835
Canutillo Elementary School	Entry Foyer (Entrada Principal)	651 Canutillo Ave. 79835
Clint ISD Early College Academy	Library (Biblioteca)	13100 Alameda Ave. 79836
Rio Valle Woman's Club	Front Conference Area (Área de Conferencia Principal)	521 Mike Maros St. 79838
Fabens Community Center	Pool Room (Cuarto de Billar)	201 NE Camp St. 79838
City of San Elizario Municipal Court	Council Chambers (Consejo de Cámaras)	12004 Socorro Rd. Suite B, 79849
W.E. Neill Community Center	Library (Biblioteca)	19210 Cobb Ave. 79853
Enrique Moreno County Courthouse	Third Floor, Back Lobby (Tercer Piso, Área de Espera)	500 E. San Antonio Ave. 79901
South El Paso Senior Citizens Center	Multipurpose Room (Cuarto de Multiusos)	600 S. Ochoa St. 79901
El Paso Community College-Rio Grande Campus	The Little Temple (El Pequeño Templo)	906 El Paso St. 79902
Fire Station #3	Apparatus Bay (Bahía de Aparatos)	721 E. Rio Grande Ave. 79902
Lamar Elementary School	Cafeteria Lobby (Área de Espera de Cafeteria)	1440 E. Cliff Dr. 79902

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<b>Vote Center</b> Centro de Votación	Room Cuarto	Address Dirección
Mesita Elementary School	Library (Biblioteca)	3307 N. Stanton St. 79902
El Paso Tennis Club	Club House (Casa Club)	2510 N. St. Vrain St. 79902
UTEP - Union Building East	Riverview 102H (Riverview 102H)	351 W. University Ave. 79968
Fire Station #7	Apparatus Bay (Bahía de Aparatos)	3200 Pershing Dr. 79903
Sunrise Mountain Elementary School	Foyer (Área de Espera)	7710 Pandora St. 79904
Nations Tobin Sports Center	Break Room (Cuarto de Descanso)	8831 Railroad Dr. 79904
Logan Elementary School	Room 105 (Cuarto 105)	3200 Ellerthorpe Ave. 79904
Park Elementary School	Foyer (Área de Espera)	3601 Edgar Park Ave. 79904
H.R. Moye Elementary School	Multipurpose Room (Cuarto de Multiusos)	4825 Alps Dr. 79904
Bowie High School	Fine Arts Lobby (Área de Espera de Bellas Artes)	801 S. San Marcial St. 79905
Hilos de Plata Senior Center  **Replaced El Paso County Coliseum	Classroom (Salón)	4451 Delta Dr. 79905
San Juan Senior Center	Lobby (Área de Espera)	5701 Tamburo Ct. 79905
Dr. Josefina Villamil Tinajero Pk-8 School	Old Gym (Viejo Gimnasio)	301 Lisbon St. 79905
Family Youth Services Center	Lobby (Área de Espera)	6314 Delta Dr. 79905
Loma Terrace Elementary School	Cottage in Parking lot (Cabaña en el Estacionamiento)	8200 Ryland Dr. 79907
YWCA-Lower Valley	Program Offices Room (Cuarto de Oficinas de Programa)	115 Davis Dr. 79907
Ysleta Community Learning Center	Annex (Anexo)	121 Padres Dr. 79907
Lancaster Elementary School	Gymnasium (Gimnasio)	9230 Elgin Dr. 79907
Alicia R. Chacon International School	Library (Biblioteca)	920 Burgundy Dr. 79907
Congressman Silvestre & Carolina Reyes School	Lower Level, East Corridor (Nivel Inferior, Corredor Este)	7440 Northern Pass Dr. 79911
The Shoppes at Solana	T.B.A.	750 Sunland Park Dr. 79912
Brown Middle School	Room 139 (Cuarto 139)	7820 Helen of Troy Dr. 79912

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<b>Vote Center</b> Centro de Votación	Room Cuarto	Address Dirección
Dorris Van Doren Library	Multipurpose Room (Cuarto de Multiusos)	551 Redd Rd. 79912
Medano Heights	Community Room (Cuarto Comunitario)	7801 Medano Dr. 79912
Tippin Elementary School	Community Room (Cuarto Comunitario)	6541 Bear Ridge Dr. 79912
Fire Station #27	Apparatus Bay (Bahía de Aparatos)	6767 Ojo De Agua Dr. 79912
Rosa Guerrero Elementary School	Community Room (Cuarto Comunitario)	7530 Lakehurst Rd. 79912
YWCA - West	Program Offices Room (Cuarto de Oficinas de Programa)	313 Bartlett Dr. 79912
Carlos Rivera Elementary School	Multipurpose Building (Edificio de Multiusos)	6445 Escondido Dr. 79912
Western Hills U.M.CStewart Family Life Center A	SFLC Foyer (Área de Espera SFLC)	524 Thunderbird Dr. 79912
Dr. Green Elementary School	Multipurpose Room (Cuarto de Multiusos)	5430 Buckley Dr. 79912
Putnam Elementary School	Foyer (Área de Espera)	6508 Fiesta Dr. 79912
Polk Elementary School	Counselor's Room (Cuarto del Consejero)	940 Belvidere St. 79912
The Monte Vista at Coronado	Activity Room (Cuarto de Actividades)	<u>1575 Belvidere St. 79912</u>
El Paso Community College-Valle Verde	Cafeteria Annex (Anexo de la Cafetería)	919 Hunter Dr. 79915
Riverside High School	Theatre Lobby (Área de Espera del Teatro)	301 Midway Dr. 79915
Rio Bravo Middle School	Gymnasium (Gimnasio)	525 Greggerson Dr. 79915
Bel Air High School	Theatre Lobby (Área de Espera del Teatro)	731 N. Yarbrough 79915
Officer David Ortiz Recreation Center	Classroom B (Salón B)	563 N. Carolina Dr. 79915
Transition To Life Career Center	Library (Biblioteca)	7988 Alameda Ave. 79915
El Paso Independent School District  Transportation  **Replaced Westside Community Church	Training Room 109A (Cuarto de entrenaminieto 109A)	4864 Doniphan Dr. 79922
Zach White Elementary School	Multipurpose Room (Cuarto de Multiusos)	4256 Roxbury Dr. 79922
Desertaire Elementary School	Library (Biblioteca)	6301 Tiger Eye Dr. 79924
Bowling Family YMCA	Vita Room (Cuarto Vita)	5509 Will Ruth Ave. 79924

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<b>Vote Center</b> Centro de Votación	Room Cuarto	Address Dirección
Dr. Joseph E. Torres Elementary School	Multipurpose Room (Cuarto de Multiusos)	10700 Rushing Rd. 79924
H.E. Charles Middle School	Portable #1 (Portátil #1)	4909 Trojan Dr. 79924
Arlington Park Shelter	Main Room (Cuarto Principal)	10350 Pasadena Cir. 79924
Newman Elementary School	Gymnasium (Gimnasio)	10275 Alcan St. 79924
Parkland High School	Portable (Portátil)	5932 Quail Ave. 79924
Coach Archie Duran Elementary School	Multipurpose Room (Cuarto de Multiusos)	5249 Bastille Ave. 79924
Fire Station #20	Apparatus Bay (Bahía de Aparatos)	8301 Edgemere Blvd. 79925
Cielo Vista Elementary School	Community Room (Cuarto Comunitario)	9000 Basil Ct. 79925
Edgemere Elementary School	Portable #3 (Portátil #3)	10300 Edgemere Blvd. 79925
Fire Station #19	Apparatus Bay (Bahía de Aparatos)	2405 McRae Blvd. 79925
YISD Central Office	Tigua Room (Cuarto Tigua)	9600 Sims Dr. 79925
Eastwood Heights Elementary School	Library (Biblioteca)	10530 Janway Dr. 79925
Gary Del Palacio Recreation Center	Multipurpose Room (Cuarto de Multiusos)	3001 Parkwood St. 79925
Coach Wally Hartley Pk -8 School	Multipurpose Room (Cuarto de Multiusos)	6201 Hughey Cir. 79925
Bassett Place	T.B.A.	6101 Gateway West 79925
Western Technical College	Penske Room (Cuarto Penske)	9624 Plaza Cir. 79927
El Pasoans Fighting Hunger Food Bank	Volunteer Break Room (Cuarto de Descanso de Voluntarios)	9541 Plaza Cir. 79927
El Paso Community College-Mission Del Paso	A-134	10700 Gateway Blvd E. 79927
H.D. Hilley Elementary School	Annex (Anexo)	693 N. Rio. Vista Rd. 79927
Chayo Apodaca Community Center	Community Center (Centro Comunitario)	341 N. Moon Rd. 79927
Robert R. Rojas Elementary School	Lobby (Área de Espera)	500 Bauman Rd. 79927
Escontrias Elementary School	Lobby (Área de Espera)	205 Buford Rd. 79927
Campestre Elementary School	Lobby (Área de Espera)	11399 Socorro Rd. 79927
KEYS Academy	Parent Center (Centro de Padres)	12380 Pine Springs Dr. 79928

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<b>Vote Center</b> Centro de Votación	Room Cuarto	Address Dirección
Desert Hills Elementary School	Classroom 401 (Salón 401)	300 N. Kenazo Dr. 79928
Desert Wind K-8 School	Library (Biblioteca)	1100 Colina De Paz Dr. 79928
Horizon Heights Elementary School	Science Lab, 500 Hallway (Laboratorio de Ciencias, Pasillo 500)	13601 Ryderwood Ave. 79928
Dr. Sue A Shook Elementary School	Library (Biblioteca)	13777 Paseo Del Este Blvd. 79928
Horizon Fire Department Station #2	Apparatus Bay (Bahía de Aparatos)	12361 Paseo Del Este Blvd. 79928
Agua Dulce Community Center	Classroom B (Salón B)	15371 Kentwood Ave. 79928
Carroll T. Welch Elementary School	Portable #3 (Portátil #3)	14510 Mc Mahon Ave. 79928
Center for Career and Technology Education	Custodial Lounge (Salón de Custodios)	1170 N. Walnut St. 79930
Travis Elementary School	Multipurpose Room (Cuarto de Multiusos)	5000 N. Stevens St. 79930
Paul C. Moreno Elementary School	Multipurpose Room (Cuarto de Multiusos)	2300 San Diego Ave. 79930
Memorial Park Senior Citizen Center	Dance/Exercise Room (Cuarto de Baile/Ejercicio)	1800 Byron St. 79930
Austin High School	Fine Arts Lobby (Área de Espera de Bellas Artes)	3500 Memphis Ave. 79930
Fire Station #2	Apparatus Bay (Bahía de Aparatos)	111 E. Borderland Rd. 79932
Community Connections Center	Meeting Room (Cuarto de Juntas)	5300 Warriors Dr. 79932
Dr. Nixon Elementary School	Multipurpose Room (Cuarto de Multiusos)	11141 Loma Roja Dr. 79934
Fred & Maria Loya Family YMCA	System Integration Room (Cuarto de Integración de Sistemas)	2044 Trawood Dr. 79935
Pebble Hills Elementary School	Gymnasium (Gimnasio)	11145 Edgemere Blvd. 79936
El Paso County Eastside Annex	Community Room (Cuarto Comunitario)	2350 George Dieter Dr. 79936
Hanks High School	Library (Biblioteca)	2001 Lee Trevino Dr. 79936
Tierra Del Sol Elementary School	Gymnasium (Gimnasio)	1832 Tommy Aaron Dr. 79936
Hanks Middle School	Gymnasium (Gimnasio)	11201 Pebble Hills Blvd. 79936

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<b>Vote Center</b> Centro de Votación	Room Cuarto	Address Dirección
ESC Region 19 Head Start Multipurpose Center	Clint Room (Cuarto Clint)	11670 Chito Samaniego Dr. 79936
Jane Hambric K-8 School	Teacher's Lounge (Área de Maestros)	3535 Nolan Richardson Dr. 79936
Bill Sybert K-8 School	Library (Biblioteca)	11530 Edgemere Blvd. 79936
Benito Martinez Elementary School	Library (Biblioteca)	2640 Robert Wynn St. 79936
Helen Ball Elementary School	Library (Biblioteca)	1950 Firehouse Dr. 79936
O'Shea Keleher Whole Child Academy	Counseling Suite 503 (Suite de Consejería 503)	1800 Leroy Bonse Dr. 79936
Marty Robbins Recreation Center	Lobby (Área de Espera)	11620 Vista Del Sol Dr. 79936
Sierra Vista Elementary School	Library (Biblioteca)	1501 Bob Hope Dr. 79936
Hurshel Antwine Elementary School	Gymnasium (Gimnasio)	3830 Rich Beem Blvd. 79938
Esperanza Acosta Moreno Library	Meeting Room (Cuarto de Juntas)	12480 Pebble Hills Blvd. 79938
Lujan-Chavez Elementary School	Library (Biblioteca)	2200 Sun Country Dr. 79938
Pebble Hills High School	Auditorium (Auditorio)	14400 Pebble Hills Blvd. 79938
Red Sands Elementary School	Outside Gym (Gimnasio Exterior)	4250 O'Shea Rd. 79938
Montana Vista Elementary School	Portable 613 (Portátil 613)	3550 Mark Jason Dr. 79938

Note: Vote Centers are subject to change at any time. Click on an address for directions via Google Maps or click on a location name to view a picture to that specific site. For more election information visit <a href="mailto:epcountyvotes.com">epcountyvotes.com</a> or call (915) 546-2154.

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### El Paso, TX

#### **Legislation Text**

File #: 24-1012, 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, K Nicole Cote, (915) 212-1092 Capital Improvement Department, Yvette Hernandez, (915) 212-1065 Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766 Police, Chief Peter Pacillas, (915) 212-4305

#### AGENDA LANGUAGE:

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

Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfers, attached to the Resolution as Exhibit A, for the Capital Improvement Department and Animal Services Department in support of El Paso Animal Service's relocation to 5625 Confetti Drive (Morehead); for the Museum and Cultural Affairs Division in support of project needs associated with the Mexican American Cultural Center; and for the El Paso Police Department's purchase of minor capital equipment.

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

AGENDA DATE: July 30, 2024 PUBLIC HEARING DATE:

#### **CONTACT PERSON NAME AND PHONE NUMBER:**

K. Nicole Cote, Managing Director, City Manager's Office (915) 212-1092 Yvette Hernandez, Capital Improvement (915) 212-0065 Ben Fyffe, Museums and Cultural Affairs (915) 212 - 1766 Peter Pacillas, Police (915) 212 - 4305

**DISTRICT(S) AFFECTED:** All Districts

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

SUBGOAL: N/A

#### SUBJECT:

Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfers, attached to this Resolution as Exhibit A, for the Capital Improvement Department and Animal Services Department in support of El Paso Animal Service's relocation to 5625 Confetti Drive (Morehead); for the Museum and Cultural Affairs Division in support of project needs associated with the Mexican American Cultural Center; and for the El Paso Police Department's purchase of minor capital equipment.

#### **BACKGROUND / DISCUSSION:**

Section 7.3D of the City Charter requires a budget to be adopted by resolution no later than August 31st of each year.

#### PRIOR COUNCIL ACTION:

The FY 2023 - 2024 Annual Budget for the City of El Paso was adopted by Resolution on August 15, 2023

#### AMOUNT AND SOURCE OF FUNDING:

#### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** City Manager's Office - Office of Management and Budget Capital Improvement Department, Animal Services Department, Museums and Cultural Affairs and Police Department

**SECONDARY DEPARTMENT:** Mayor and Council

**DEPARTMENT HEAD:** 

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

#### RESOLUTION

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

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

WHEREAS, the Capital Improvement Department requires a budget transfer in excess of \$100,000, which in accordance with Section 6 of the FY2024 Budget Resolution, requires City Council approval.

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

THAT, the City Manager, or designee, be authorized to effectuate the listed budget transfers, attached to this Resolution as Exhibit A, for the Capital Improvement Department and Animal Services Department in support of El Paso Animal Service's relocation to 5625 Confetti Drive (Morehead); for the Museum and Cultural Affairs Division in support of project needs associated with the Mexican American Cultural Center; and for the El Paso Police Department's purchase of minor capital equipment.

APPROVED thisday of	, 2024.
	CITY OF EL PASO:
	Oscar Leeser
ATTEST:	Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Juan S. Gonzaiez Senior Assistant City Attorney	K. Nicole Cote, Director Office of Management & Budget

#### Exhibit A

Capital Improvement Program (CIP)
Budget Transfer Request
FY 2024

### CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET TRANSFER REQUEST FY 2024

BT Number	Justification	Fund	Project	Amount	Project Amount	Funding Source
2024-0809	Transfer for the Capital Improvement Department and Animal Services Department in support of El Paso Animal Service's relocation to 5625 Confetti Drive (Morehead)	4740, 4741, 4743, 4745	Decrease: PCPBALANCE	\$ 521,925.35	Increase: PCP20ANMLHOUSIN \$ 521,925.35	2013 Street Infrastructure, CO 2017 Issue, CO Issue FY18, 2019 Capital Plan
2024-0863	Transfer funds to project PMACC2400 for updated MACC needs	1000, 4930	Decrease: \$ 295,722.21		Increase: PMACC2400 \$ 295,722.21	General Fund
2024-0874	Transfer funds to project PIF24PDCAPRO for Police Department minor capital equipment	1000, 4930	Decrease: \$ 1,001,000		Increase: PPIF24PDCAPRO \$ 1,001,000	General Fund



### El Paso, TX

300 N. Campbell El Paso, TX

#### Legislation Text

File #: 24-992, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 8**

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

#### AGENDA LANGUAGE:

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

Discussion and action on the award of Task Order 14V-1 for Solicitation 2021-0811, Animal Services Kennels and HVAC Improvements to Veliz Company, LLC for a total estimated award of \$7,280,403.51.

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

AGENDA DATE: July 30, 2024

PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Yvette Hernandez, City Engineer, (915)212-1860

Katherine N. Cote, Managing Director of Purchasing & Strategic Sourcing,

(915)212-1092

**DISTRICT(S) AFFECTED:** 8

**STRATEGIC GOAL:** No. 8 – Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** No. 8.3 – Enhance animal services to ensure El Paso's pets are provided a safe

and healthy environment.

#### SUBJECT:

Discussion and action on the award of Task Order 14V-1 for solicitation 2021-0811, Animal Services Kennels and HVAC Improvements to Veliz Company, LLC for a total estimated award of \$7,280,403.51

#### **BACKGROUND / DISCUSSION:**

On July 20, 2021 Council approved the award of Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Work under these contracts is performed via task orders with task orders exceeding **FIVE HUNDERED THOUSAND DOLLARS** (\$500,000) requiring Council approval. The task order for the Animal Services Kennels and HVAC Improvements exceeds \$500,000 and therefore requires Council approval.

#### **SELECTION SUMMARY:**

N/A

#### CONTRACT VARIANCE:

N/A

#### **PROTEST**

N/A

#### PRIOR COUNCIL ACTION:

July 20, 2021 approve the award of Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Each contract has an initial term of two (2) years and three (3) one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate of \$20,000,000.00.

#### AMOUNT AND SOURCE OF FUNDING:

Amount: \$7,280,403.51

Funding Source: 2020 Capital / 2013 CIP / 2017 CIP / 2018 CIP / 2019 CIP

Investments Interest - 2013 CIP / 2017 CIP

Account: 190 - 4746 - 38290 - 580270 - PCP20ANMLHOUSIN / 190 - 4740 - PCP20ANMLHOUSII / 190 - 4741 - PCP20ANMLHOUSII / 190 - 4743 - PCP20ANMLHOUSII / 190 - 4745 - PCP20ANMLHOUSII

Investment Interest Account: 190 – 4740 - PCP20ANMLHOUSII / 190 – 4741 – PCP20ANMLHOUSII

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>N</u> NO

**PRIMARY DEPARTMENT:** Capital Improvement

**SECONDARY DEPARTMENT: N/A** 

**DEPARTMENT HEAD:** 

Gvette Hernandez Yvette Hernandez, P.E.

City Engineer

#### Contract Change Order Coversheet /Checklist City of El Paso Capital Improvements Department

Project Name:	Animal Services Kei	nnels and HVAC impro	overnents Da	te Received:		Jul	y 10, 2024	<u> </u>
Solicitation Number	: 2021-0811V			ntractor: Veliz Cor	struction			
Change Order Num	ber:	14V-1	✓ Da	te CO was Identified:			July 10, 2024	
Funding Type:	QOL 🗆	General Fund	TXDOT []	CDBG   FTA	FAA 🗆		2020 Capital Fund	
Contingency:	Original Budget:	TBD	Current Remain	ng Budget: TBD		PO No.(s):		
Identified by:	DOR 🗆	Contractor	User Dept.	CID 🗹	Other:			
Impacts:	Cost ☑	Time* ☑	(Check all that Apply)* Irle	intify Schedule activity impacted	ettach frag-pet is	istifumo firme		
						awys of and		
If written Order provided prior	to formal executors of CO at	Inless work is ordere tach copy of the written directive y Resolution if formal RFP was i	, and justification, as why t	he director was necessary pro-	to a formal agreer		тепсе of representative hav	ing authority to execute
Change order Type (Mandatory Violates Written o Head explaining why the char	ode/standard, or will not func	Bon for intended purpose) If mar	Mandatory   datory attach justification	Discretionary   Discretionary   Discretion from DOR and for co	del standards refer	ences that the CO	corrects, or Documentation	from User Department
Differing site conditi	on:	Eng	gineering Change/	Construction Deficien	cy:			
User requested char	nge**: 🗹	Sul	stitution Contract	or Initiated:				
Designer Directive (	ASI):	Em	or and Omission:					
Value Engineering (	Change: 🗆	Qu	antity Adjustment:					
** Identify Funding s	source 2020	Capital Fund Gra	ınt Funded Projec	is attach concurrence	of Grant Fu	nded program	Director.	
Justification:			-					
Task order 14V-1 to inc The change will not cha	,	ervices Kennels and HVA cl amount.	C Improvements Dra	wings and Project Manu-	al into the 2021	I-0811 Job Ord	er Contratcting & Fac	ilities Construction
Cost was justified by co	omparing the contractor	rs proposal to an indepen	dent Cost estimated	provided by designer of	ecord GA Arcl	nitecture genera	sted on 6/20/2024	
Time: The time for the	task order #14V-1 shal	I be a total of 150 consec	utive calendar days.	120 consecutive caland	lar days to sub	stantial comple	tion and 30 consecut	ve calendar days to
		rison to similar renovation						
Method Utilized for	r implementing cha	inge		Co	st/Price/Tim	e Analysis		
(Reference general condition	ons 2.5.2) Check all that app	ply				Att	sch Copy of analyst justif	ying cost and quantities
		_						
.1 Unit Bid Prices Pr	reviously Approved	(Attack Copy of suppor	ting documents)	Co	ntractors pro	posed cost:		\$7,381,447.48
.1 Unit Bid Prices Pr .2 An Agreed upon I			ting documents) sations, and cost Analysis)		ntractors pro inal Negotia	-		\$7,381,447.48 \$7,280,403.51
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Attachment 1, 20 S-2 Documenting Change Order Cost Reasonableness & Summary

## Contract Change Order Documentation Summery and Determination of Cost Reasonableness: Contract Name: Job Order Contracting & Facilities Construction Solicitation / Project Number: 2021-0811V Change Order Number: 14V-1 Prepared By: Jesus Lara, Project Manager RFP: In response to an (Select one and entry number and date) Request for Proposal dated June 7, 2024 (Attach Copy). Or In response to: Value Engineering PCO dated \_\_\_\_\_\_ and an unsolicited proposal was provided on **Initial Cost Estimate:** Check all that apply: ☐ No initial estimate of the change order costs was attempted. (Attach Justification countersigned by assigned DM) ☐ A ROM Estimate in the amount of \_\_\_\_\_ was prepared on Date \_\_\_\_\_ Copy included in contract. ☐ A Detailed Estimate in the amount of \_\_\_\_\_\_ was prepared on Date \_\_\_\_\_ attach copy. ☑ The Design Consultant provided a detailed estimate in the amount of \$7,304,435.00 was prepared on Date 6/20/2024 attach copy. **Contractors Proposal:** The contractor provided a proposal Dated 6/28/2024 (attach copy) in the amount totaling \$7,381,447.48 and requesting \_\_\_\_\_ Calendar/Working days. The proposal was reviewed as to the required Scope of work and found to accurately reflect the Scope of Work Yes□ No ☒. If No: A formal revision was requested on this date 7/1/2024 and received date 7/9/2024, in the amount of \$7,280,403.51 and requesting \_\_\_\_\_Calendar/Working days Or if applicable: After review with assigned DM the city elected to proceed with negotiations and address the scope inconsistencies in Negotiations without a proposal revision (list inconsistencies to be addressed in negotiations). Attach continuation sheet if necessary

Cost evaluation: Cost reasonableness was determined using the following methods check all that apply.

#### Attachment 1, 20 S-2 Documenting Change Order Cost Reasonableness & Summary

☐ Utilizing existing Bid Item	
☑ Price Analysis	
☐ Cost Analysis	
(Provide narrative description for each method utilized and how reasonableness was determined Attach mark up a proposal with negotiation objectives, including accepted cost, Dated and initials the Preparer and Assigned Division Manager. Label Marked UP Proposal:	*
Narrative description of determination of reasonableness: (Attach Continuation sheets as necessinclude detailed table showing Proposed/Objective /and Negotiated when appropriate. (Sample	ary,

## included) Narrative:

The design consultant provided a detailed estimate prepared on 6/20/2024 and estimated to be \$7,304,435.00. Under the CID Job Order Contract, a request for proposal was sent to the contractor on 6/7/2024 for the work needed to be performed at the Animal Services Kennels and HVAC Improvements project.

The contractor responded on 6/28/2024 with a proposal of \$7,381,447.48 which includes alternates 1-6 and excludes deductive alternates 7 and 8 based on the latest version of R.S. Means Facilities Construction Cost Data as required by the Job Order Contracting and Facilities Construction contract. The proposal was evaluated against the cost estimate prepared by the design consultant and found to be higher than expected. CID PM started negotiations and Contractor provided a revised proposal on 7/9/2024 with a proposal of \$7,280,403.51 which includes alternates 1-6 and excludes deductive alternates 7 and 8 based on the latest version of R.S. Means Facilities Construction Cost Data as required by the Job Order Contracting and Facilities Construction contract. The proposal was evaluated against the cost estimate prepared by the design consultant and found to be fair and reasonable.

After Review of all the information the Project Manager recommends approval of the proposal for task order #3V-1.

Time Justification: The original RFP indicated a construction time frame of 120 days to substantial and 30 days for Final. The contractor agrees to the total of 150 consecutive calendar days.

	CITY O	F EL PASO	TASK ORDE	R		
CONSTRUCTION CHANGE ORDE	R NO.: 14V-1	DATE:	July 10, 2024		SCOPE CHAN	CE.
PROJECT:	Job Order Contracting & Facilities (		SOLICITATION#	2021-0811V	X CONSTRUCTION	
	nimal Services Kennels and HVAC	<del></del>	SOLICITATION#	Task #14V-1	CONSTRUCTION	JN CHANGE
	Original Contract Amount: \$	7,280,403.51	Co	ntract Time to Subta	mtial Completion	120
Net Change b	by previous Change Orders: \$	-		ed due to Change Or		0
Net Change by previous Co				al days added for the		0
Amount of this (	Construction Change Order: \$	-	New Contr	ract Time to Substar	ntial Completion:	120
New	Amended Contract Amount:	\$7,280,403.51	Curre	ent Substantial Comp	oletion Due Date	TBD based on N
Change Order Percentage:	-	0.00%				
CONTRACTOR NAME:	Veliz Company, LLC		Funding	Source	2020 Capital	
does not change the overall contract Builders Risk insurance is required to A separate Notice to Proceed will be Attachments: Scope of Work, Anima Agreed Upon Proposal for Task #14 Time: 120 consecutive Calendar Da	he construction documents into the at. The task order will be issued for the for this task order.  Is sued upon approval of necessary at Services Kennels and HVAC Improvals 157,280,403.51 (which includes are for substantial completion, 30 additional addresses all compensation).	ne Scope of Work listed by Bonds and Insurance as revernents Plans dated 5/3 alternates 1-6 and excluditional days for Final Corr	elow in the attachments. equired by the contract. 1/2024. Project Manual I as Deductive alternates 7	Dated 5/31/2024. ( & 8) Hundred (150) cales	ndar days	
CALENDAR DAYS ADDED TO CO	MPLETION TIME:	0	*TOTAL CHANG	SE ORDER AMOUN	T: \$	
## 12 2335 360					verall Contract Amo	unt
CONTRACTOR: Veliz	Company, LLC					
, Omar	Veliz	of Veliz Comp	any LLC		agree and accept	the terms
and condit	ions of this change order		, , , , , , , , , , , , , , , , , , , ,			
Signature:	O. Ville	7		Da	07-15-24	ļ
CITY OF EL PASO (OV	VNER)					
	in this form.	aso hereby authorize and	direct the Contractor to p	roceed with addition	al work as described	
	ette Hernandez	7		Da	te; 7/15/24	4

	CITY OF I	EL PASO	TASK ORDE	R- Pg. 2	
STRUCTION CHANGE ORD	Job Order Contracting & Fac ties	DATE:	July 10, 2024 SOLICITATION #	2021-0811V	0 SCOPE CHANGE X CONSTRUCTION CHANGE
Purchase Order No.	0				
AS A	RESULT OF THIS CHANGE ORDER ADDED AMOUNT	I, PLEASE MAKE TH	HE FOLLOWING ADJUST	MENT TO THE PURCHA	SE ORDER:
0	\$0.00			TAL NET CHANGE TO PURCHASE ORDER	
				\$0.00	
			<del></del>	(should match cost be	dow)
				Additional fu	inding/direction:
	2				
hange will not change the ov	nal Services Kennels and HVAC Impl verall contract amount.		HALL DAY OF THE CONTROL OF THE CONTR		
The time for the task order	ne contractors proposal to an indepen #14V-1 shall be a total of 150 consec	cutive calendar days.	120 consecutive caland		
o final completion. Time wa	s justified by comparison to similar re	novations of similar	scope.		
		117		0 0	,
	Project Manager recomme	ends approval	Jesus Lara	Jesus R. J	ara 7-10-20;



### CAPITAL IMPROVEMENT DEPARTMENT

REQUEST FOR PROPOSAL

MAYOR

Oscar Leeser

Veliz Construction

June 7, 2024

CITY COUNCIL

Mr. Oscar Saenz

District 1
Brian Kennedy

2910 Gateway Blvd. E.

District 2

El Paso, TX. 79905

Dr. Josh Acevedo

**District 3**Cassandra Hernandez

Project Name: Animal Services Kennels and HVAC Improvements

(PCP20ANMLHOUSIN)

District 4

Mr. Saenz:

District 5

Joe Molinar

-----

Isabel Salcido

Under the Capital Improvement Department Job Order Contacting and Facilities Construction contract # 2021-0811, you are requested to submit a proposal by or before

6/17/2024 for accomplishing the following scope of work:

District 6
Art Fierro

District 7

Henry Rivera

Work will include but not limited to:

Chris Canales

Modifications for the Animal Services Kennels and HVAC Improvements project located in 5625 Confetti Dr. El Paso TX. 79912 are per Plans and Specifications and consist of

## INTERIM CITY MANAGER

Cary Westin

- Interior and Exterior renovations
- New living layout to include
  - New kennels
  - New cat exhibits
  - New lockers rooms
  - o New electrical rooms
  - o New restrooms
  - New meeting room
  - New storage rooms
  - o New laundry room
  - o New Feeding rooms
- Mechanical improvements
- Electrical improvements
- Plumbing improvements



Yvette Hernandez, P.E., – City Engineer City 2 | 218 N. Campbell, 2<sup>nd</sup> Floor | El Paso, Texas 79901 | (915) 212-0065



#### CAPITAL IMPROVEMENT DEPARTMENT

#### MAYOR

Oscar Leeser

#### CITY COUNCIL

District 1

Brian Kennedy

District 2

Dr. Josh Acevedo

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Art Fierro

District 7

Henry Rivera

District 8

Chris Canales

#### INTERIM CITY MANAGER

Cary Westin

ADA compliant amenities

Site work (Sidewalks, new parking area, new irrigation, new landscape.)

Per item K "Cost Estimating" page I-B-a-2 of the contract, the contractor must use the latest version of R.S. Means Facilities Construction Cost Data to provide the cost estimate.

Per item 8 "Time of Completion and Liquidated Damages" page I-B-a-5 of the contract. The duration of the work will be 120 consecutive calendar days to substantial completion. 30 Days additional for final completion.

Liquidated damages in the amount of \$930.00 per day will be assessed if work is not completed within the agreed substantial time frame

Should you have any questions contact Jesus Lara, Project Manager at (915) 212-1831, or Rogelio Torres, Division Manager at (915) 240-9230

Sincerely,

Jesus Lara

Project Manager

Attachment(s):

- Project Drawings dated 5/31/2024
- Project Specifications dated 5/31/2024

Cc: Rogelio Torres, Division Manager

Jesus Lara, Construction Manager

Project file





#### **Job Order Proposal Summary**

Tuesday, July 9, 2024

City of El Paso - Capital Improvement Department 300 N Campbell St. El Paso, Texas 79901

Attn. Gilbert Guerrero, Rogelio Torres, and Jesus Lara RE: ANIMAL SHELTER FACILITIES UPGRADE

As requested, Veliz Company, LLC dba Veliz Construction is pleased to submit this Job Order Proposal. Our price proposal is based on information provided by the client (Project Drawings dated 05/31/2024 and Project Manual dated 05/31/2024). All work associated with this proposal is to be in accordance with COEP - JOC Services Contract #2021-0811.

#### Please see:

- Attachment A Alternatives
- Attachment B Detailed Unit Cost

1.	TOTAL UPB LINE ITEMS - (Bare cost modified by City Cost Index)	\$6,102,335.66
2.	Contractor's applicable coefficient for standard hours	[1.145]
3.	PROJECT PRICE SUBTOTAL (#1 X #2)	\$6,987,177.33
4.	BONDING (1.5%)	\$104,807.62
5.	TOTAL COST (#3+#4)	\$7,091,981.95

Respectfully,
Oscar Saenz
Division Manager
Veliz Construction
osaenz@velizconstruction.com



#### Attachment A – Alternatives

#### Amounts already include Overhead, Profit and Bonding

- ADDITIVE ALTERNATE #1 ADDITIONAL LANDSCAPE
  - o \$22,092.00
- ADDITIVE ALTERNATE #2 BUILDING #2: REPLACE 4" CONCRETE
  - o \$48,875.00
- ADDITIVE ALTERNATE #3 WALL SOUND ABSORPTION PANEL
  - o \$11,893.56
- ADDITIVE ALTERNATE #4 CEILING SOUND ABSORPTION PANEL
  - o \$ 8,620.00
- ADDITIVE ALTERNATE #5 FURNITURE
  - o \$47,391.00
- ADDITIVE ALTERNATE #6 FLOOR FINISH (EPOXY AND SEAL AT BUILDING
  - o \$49,550.00
- DEDUCTIVE ALTERNATE #7- RE-ROOF COVERING IN-LIEU OF RE-ROOF
  - o -\$ 73,000.00
- DEDUCTIVE ALTERNATE #8 CHAIN LINK FENCE SYSTEM IN-LIEU OF WROUGHT IRON
  - o -47,922.00



### **Attachment B – Detailed Unit Cost**

DIVISION	DESCRIPTION		MATERIAL		LABOR		EQUIPMENT		TOTAL
Division 02	Existing Conditions	\$	-	\$	73,004.35	\$	11,481.65	\$	84,486.00
Division 03	Concrete	\$	33,774.00	\$	9,526.00	\$	-	\$	43,300.00
Division 04	Masonry	\$	-	\$	-	\$	-	\$	-
Division 05	Metals	\$	4,500.00	\$	10,500.00	\$	-	\$	15,000.00
Division 06	Wood, Plastics and Composites	\$	20,286.00	\$	15,986.00	\$	_	\$	36,272.00
Division 07	Thermal and Moisture Protection	\$	231,154.00	\$	57,796.00	\$	3,650.00	\$	292,600.00
Division 08	Openings	\$	174,420.36	\$	19,380.04	\$	_	\$	193,800.40
Division 09	Finishes	\$	201,360.00	\$	217,640.00	\$	2,500.00	\$	421,500.00
Division 10	Specialties	\$	145,909.25	\$	71,865.75	\$	-	\$	217,775.00
Division 11	Equipment	\$	47,175.00	\$	15,725.00	\$	-	\$	62,900.00
Division 12	Furnishings	\$	615,010.64	\$	211,770.21	\$	-	\$	826,780.85
Division 13	Special Construction	\$	-	\$	-	\$	-	\$	-
Division 14	Conveying Equipment	\$	-	\$	-	\$	-	\$	-
Division 21	Fire Suppression	\$	75,975.00	\$	25,325.00	\$	-	\$	101,300.00
Division 22	Plumbing	\$	308,742.50	\$	252,607.50	\$	-	\$	561,350.00
Division 23	Heating, Ventilation and Air Conditioning	\$	854,700.00	\$	361,300.00	\$	5,300.00	\$	1,221,300.00
Division 25	Integrated Automation	\$	-	\$	-	\$	-	\$	-
Division 26	Electrical	\$	260,509.64	\$	158,444.36	\$	-	\$	418,954.00
Division 27	Communications	\$	-	\$	-	\$	-	\$	-
Division 28	Electronic Safety and Security	\$	-	\$	-	\$	-	\$	-
Division 31	Earthwork	\$	-	\$	-	\$	-	\$	-
Division 32	Exterior Improvements	\$	954,876.78	\$	448,502.72	\$	43,403.50	\$	1,446,783.00
Division 33	Utilities	\$	-	\$	-	\$	-	\$	-
	Subtotal	\$	3,928,393.17	\$	1,949,372.93	\$	66,335.15	\$	5,944,101.25
Division 1	General Conditions	\$	194,813.93	\$	22,614.22	\$	-	\$	217,428.15
	Subtotal	\$	4,123,207.10	\$	1,971,987.15	\$	66,335.15	\$	6,161,529.40
<u> </u>			.,,	, ·		-		<u> </u>	
	L				Subtotal			\$	6,161,529.40
	Overhead						8.00%	\$	492,922.35
					Subtotal			\$	6,654,451.75
	Profit						5.00%	\$	332,722.59
					Subtotal			\$	6,987,174.34
	Bonds						1.50%	\$	104,807.62
					Subtotal			\$	7,091,981.95
	Gross Receipts Tax (For New Mexico Project	s Only)					0.0000%	\$	-
					TOTAL			\$	7,091,981.95



#### CAPITAL IMPROVEMENT DEPARTMENT

#### ACCEPTANCE OF PROPOSAL

MAYOR

Oscar Leeser

July 12, 2024

CITY COUNCIL

District 1 Brian Kennedy

District 2

Dr. Josh Acevedo

District 3

Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6 Art Fierro

District 7 Henry Rivera

District 8 Chris Canales

INTERIM CITY MANAGER Cary Westin Veliz Construction

Mr. Oscar Saenz 2910 Gateway East El Paso, TX 79905

RE: Notice of approval for the proposal

Project Name: Animal Services Kennels and HVAC Improvements; Task# 14V-1

Mr. Oscar Saenz:

Capital Improvement Department accepts your proposal under the Job Order Contracting and Facilities Construction contract # 2021-0811, for the above reference project in the amount of \$7,280,403.51

We will follow up with additional request for insurance requirements, and Payment and Performance Bonds prior to issuing Purchase Orders and Notice to Proceed for construction.

Should you have any questions contact Jesus Lara, Construction Manager at (915) 212-1931, or Rogelio Torres, Division Manager at (915) 212-1864

Sincerely,

Jilbert Guerrero Gilbert Guerrero Assistant Director

Cc: Gilbert Guerrero, Asst. Director of Construction Rogelio Torres, Division Manager

Yolanda Dion, Contract Development Coordinator

Construction Manager

Project file





#### CAPITAL IMPROVEMENT DEPARTMENT

MAYOR

Oscar Leeser

#### **CITY COUNCIL**

District 1

Brian Kennedy

District 2

Dr. Josh Acevedo

District 3

Cassandra Hernandez

District 4

Joe Molinar

**District 5** 

Isabel Salcido

District 6

Art Fierro

**District 7** 

Henry Rivera

**District 8** 

Chris Canales

INTERIM CITY MANAGER

Cary Westin



#### 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. A person making a contribution, including the contributor's spouse. "Contributor" "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	
Business Name	
Agenda Item Type	
Relevant Department	

✓ City Co	IOT made campaign contributions or donations tota uncil member(s) during their campaign(s) or term(s) 0 of the El Paso Municipal Code.	
OR		
1 1	made campaign contributions or donations totaling a uncil member(s) during their campaign(s) or term(s	
OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/088	200
District 1	1/W/85-4	8015
District 2	压器入	786 60
District 3	ILIS A	201
District 4	11. 1300	025/,//
District 5	1111633	
District 6	PRV	5
District 7		
District 8		
knowledge. I und	reby affirm that the information provided in this disc erstand that this disclosure is required by Title 2, Cl	

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign

### El Paso, TX

#### **Legislation Text**

File #: 24-983, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### District 1

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

#### AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso And Wright & Dalbin Architects, Inc., a Texas Company, for a project known as "Architect & Engineering Services for the Construction of the Doniphan Citizen Collection Station" for an amount not to exceed \$413,671.00; and that the City Engineer be authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project for a total amount of \$513,671.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

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

AGENDA DATE: July 30, 2024

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME** Yvette Hernandez, P.E., City Engineer

**AND PHONE NUMBER:** (915) 212-0065

**DISTRICT(S) AFFECTED:** 1

**STRATEGIC GOAL:** 08. Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.6. Provide Long-Term, Cost Effective, Sustainable Regional Solid

Waste Solutions

#### **SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso And Wright & Dalbin Architects, Inc, A Texas Company, for a project known as "Architect & Engineering Services for the Construction of the Doniphan Citizen Collection Station" for an amount not to exceed \$413,671.00; and that the City Engineer be authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project for a total amount of \$513,671.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

#### **BACKGROUND / DISCUSSION:**

The City of El Paso is seeking professional architect/engineering (A&E) services to provide facility design and construction administration of a new Citizen Collection Station (CCS) to be located at 4160 Doniphan Drive, El Paso Texas. Services include Schematic Design and Design Development through Construction Documents phases, Construction Administration, as well as supplementary services. The Citizen Collection Station project will consist of 3 prefabricated buildings, new roadway pavement structure, elevated dumping platform, grading and drainage, water and sewer utilities, landscape improvement among many others.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

\$413,671.00 – Environmental Services - Capital

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_x\_ YES \_\_\_NO

PRIMARY DEPARTMENT: Capital Improvement Department

Revised 04/09/2021

SECONDARY DEPARTMENT: N/A		
**************************************		
<u>DEPAR'</u>	TMENT HEAD:  Control of the formandes	
	Yvette Hernandez, P.E., City Engineer	

Revised 04/09/2021

#### RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and WRIGHT & DALBIN ARCHITECTS, INC, a Texas Company, for a project known as "Architect & Engineering Services for the Construction of the Doniphan Citizen Collection Station" for an amount not to exceed \$413,671.00; that the City Engineer be authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project for a total amount of \$513,671.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

2024

DAVOE

ATTROVED THIS	DAT OF2024.
	CITY OF EL PASO:
	Oscar Leeser, Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Serta Birto	Yvette Hernandez, P.E., City Engineer
Roberta Brito	Yvette Hernandez, P.E., City Engineer
Senior Assistant City Attorney	Capital Improvement Department

ADDDOVED THIS



180.7

#### CITY OF EL PASO CAPITAL IMPROVEMENT DEPARTMENT 218 N. CAMPBELL, 2ND FLOOR EL PASO, TEXAS 79901

#### **EVALUATION COMMITTEE SCORE SUMMARY** Solicitation #2024-021 R **Construction of the Doniphan Citizen Collection Station** CASTLE DESIGN Consultant CDA GRX **INSITU PARKHILL** WDA **GROUP** Rater 1 72 78 75 55 64 62 73 63 63 83 Rater 2 64 85 Rater 3 78 56 64 61 76 81 174 233 242 **Total Rater Scores** 226 192 186 6.7 9.9 9.5 9.7 References 6.5 0

201.9

Rankings	Consultant
1	WDA
2	Parkhill
3	Castle Design Group

232.5

**Overall Score:** 

Rankings	Consultant
4	GRX
5	INSITU
6	CDA

186

242.5

251.7

THE STATE OF TEXAS COUNTY OF EL PASO	) ) )	AN AGREEMENT FOR PROFESSIONAL SERVICES
This Agreement is made	de this day of	, 2024 by and between the City of
El Paso, a municipal corpora	tion organized and	existing under the laws of the State of Texas,
hereinafter referred to as the "	'Owner", and Wrigh	nt & Dalbin Architects, Inc, a Texas Company,
hereinafter referred to as the "	'Consultant".	

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as "Architect & Engineering Services for the construction of the Doniphan Citizen Collection Station", hereinafter referred to as the "Project", as further described in Attachment "A"; and

**WHEREAS,** Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances.

**NOW, THEREFORE,** for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

## ARTICLE I. ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration Provisions (FAA)

## ARTICLE II. PROJECT

- 2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.
- 2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

1

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

## ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed \$413,671.00 for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

- **3.2 CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**
- 3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to Attachment "D". Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.
  - **3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.
  - **3.3.2** The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.
- 3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is \$5,100,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in Attachment "A". The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project. If all responsible bids exceed the City approved Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than ten percent (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.
- **3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

## ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- **4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments** "C" and "D".
- 4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.
- **4.3 TERMINATION.** This Agreement may be terminated as provided herein.
  - **4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
  - 4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of seven (7) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

- **4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- **4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## ARTICLE V. INSURANCE AND INDEMNIFICATION

- **5.1 INSURANCE.** The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.
  - **5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

#### a) Commercial General Liability

\$1,000,000.00 Per Occurrence \$1,000,000.00 Products/Completed Operations \$1,000,000.00 Personal and Advertising Injury

#### b) <u>AUTOMOBILE LIABILITY</u>

Combined Single Limit \$1,000,000.00 per accident

- **5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.
- **5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.
- **5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.
- **5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.
- INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

#### ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL AND STATE Consultant, at Consultant's sole expense, agrees that it will **FUNDING REQUIREMENTS.** operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, including but not limited to:

- --The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.
- -- The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.
- -- The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".
- -- The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

- **6.1.1 CONTRACT ASSURANCE.** The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- **6.1.2 DBE GOOD FAITH EFFORTS.** The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to

submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

# 6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

- Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and **Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
  - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### ARTICLE VII. **GENERAL PROVISIONS**

7.1 **CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within Attachment "D". It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within ten percent (10%) of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent** (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

- 7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in Attachment "D" and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- 7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and

design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

#### 7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

- **7.7 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
- **7.8 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

- **7.9 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.
- **7.10 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.
- **7.11 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.
- **7.12 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso

Attn: City Manager P. O. Box 1890

El Paso, Texas 79950-1890

With a Copy to: The City of El Paso

Attn: City Engineer P. O. Box 1890

El Paso, Texas 79950-1890

To the Consultant: WRIGHT & DALBIN ARCHITECTS INC

Attn: Federic Dalbin 2112 Murchison Drive El Paso, Texas 79930

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

- **7.13 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.
- **7.14 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.
- **7.15 TEXAS GOVERNMENT CODE**. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will

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not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

#### WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

		CITY OF EL PASO:
		Cary Westin City Manager
APPROVED AS TO FORM  Volveta Brito  Roberta Brito  Senior Assistant City Attorn	_	APPROVED AS TO CONTENT:
	ACKNOWLED	GMENT
THE STATE OF TEXAS COUNTY OF EL PASO	§ § §	
This instrument was by Cary Westin, as City Ma		ore me on this day of, 2024, of El Paso, Texas.
		<b>Notary Public, State of Texas</b>
My commission expires:		

(Signatures begin on following page)

#### **CONSULTANT:**

Name: Federic P. Dalbin

Title: Principal Architect

#### **ACKNOWLEDGEMENT**

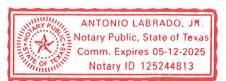
THE STATE OF LEVES COUNTY OF El Paso

This instrument was acknowledged before me on this 10th by Federic P. Dalbin, Principal Architect, on behalf of Consultant.

Notary Public, State of Texas

My commission expires:

5/12/2025



## ATTACHMENT "A" SCOPE OF SERVICES

#### ATTACHMENT "A" SCOPE OF WORK

The Citizen Collection Station project will consist of the following:

- 3 prefabricated buildings
- New roadway pavement structure both typical and heavy-duty asphalt and concrete pavement
- Elevated dumping platform with concrete retaining walls
- Grading and drainage improvements with on-site ponding
- Water and Sewer utilities
- Electrical Service
- Landscape Improvements
- Rock and chain-link fencing
- 16 Roll-offs spaces:
  - 1 scrap tires
  - 1 scrap metal with laydown area above
  - 14 for trash/yard waste
- Covered E-waste disposal area
  - 15' deep x 15' wide curbed sections
  - Provide access for pickup of waste
  - 15' covered area down the length of disposal area
  - E-waste
    - Area not curbed level with surface of drive area
- Covered household hazardous waste (HHW) disposal area
  - 45' wide curbed concrete three compartments with ramps
  - 15' covered area down the length of HHW disposal area
  - Eyewash & Emergency shower adjacent
- Guardhouse
  - Shall include HVAC system and a unisex bathroom
  - Security cameras
  - Street light
- Designated area for public access to provide the following:
  - Roll-off for mulch
  - Compactor for recycling compactor will be procured by ESD. Design for pickup from ground level guides to insure proper placement each time
    - Compactor shall be placed at ground level near adjacent to parking lot and will require electrical service
- Gates
  - 30' wide chain-link sliding gate at the CCS entrance
  - Chain-link fence throughout property as shown in attached preliminary site plan with weatherproof screen installed only around perimeter of CCS site
  - 30' wide steel post gate at street entrance
- Concrete roll-off bays shall include:
  - Steel guides for roll-off drop-off
  - Steel stops to roll-offs
  - Set top of roll-off below top of retaining walls by 6". Bays shall be sized to allow drivers to exit their trucks
  - Railing similar to that installed at Confederate Citizen Collection Station (3510 Confederate), with 4" steel poles
  - Footing for the retaining wall shall match concrete paving used for roll-offs to sit on to help minimize the construction time and cost

- Landscaping to meet city requirements for new construction (preferably trees along entire length of entrance road)
- Tie-ins for all utilities
- Roadways as required for access and egress from the site as shown in the attached preliminary site plan.

Scope of work subject to change based upon budget and footprint of space available, consultant should utilize past project experience and knowledge to provide an exceptional design that meets the above criteria.

A boundary survey of right-of-way shall be performed to determine available right-of-way and identify potential encroachments. Demolition will consist of removing existing sidewalk, driveways, ramps, curb and gutter, existing drainage structures (if necessary), existing vegetation and existing pavement structures.

The City of El Paso is seeking professional architect/engineering (A&E) services to provide facility design and construction administration of a new Citizen Collection Station (CCS) to be located at 4160 Doniphan Drive, El Paso Texas. Services include Schematic Design and Design Development through Construction Documents phases, Construction Administration, as well as Supplementary services. Services and their tangible products may include, but are not limited to:

- Coordination and Oversight of Sub-consultants, Service Providers, and Contractors
- Utility Coordination
- TDLR Registration and RAS Inspections
- Programming and Space Planning
- Geotechnical Investigation
- Design Analysis and Briefs/Basis of Design reports
- Design/Construction Delivery Strategy Development
- Graphic Design, Mapping and Information Graphics
- Virtual/On-line Project Team Meetings and Community Engagement
- Feasibility Assessments
- Cost Estimating and Budget Verification
- Code Analysis
- Sustainability Consulting
- Right-of-Way and Zoning
- Phase 1 Environmental Site Assessment
- Bid Support Services
- Construction Administration
- As-Builts and digital project records
- Other functions, assignments, and analyses as requested
- Monthly status reports on each project. Reports shall include project progression, completion, and percentages and invoices billed and paid.

#### **Key Project Objectives**

Ensure design meets state, local and federal requirements for a new Collection Center. The Collection Center shall be designed for low cost maintenance and high efficiency output for public use. Design shall meet the scope of work within the allocated budget and the established schedule.

#### Performance of Scope

The objective for all services shall be to provide exceptional design for El Paso. In general, the Designer of Record's tasks shall likely include:

- Assembling, coordinating, and overseeing project team of subject matter experts as required.
- Overseeing field investigations including but not limited to traffic analyses, geotechnical investigations, land surveys, and archaeological/historic resources and environmental assessments, as required.
- Producing construction and/or permit drawings and specifications so that the final documents are coordinated, complete, within budget and constructible.
- Developing schedules and monitoring schedule performance; recommending mitigation measures for delays.
- Developing budgets and monitoring budget performance, recommending measures to mitigate cost over-runs and enforce compliance of the project budget.
- Working in conjunction with the Capital Improvement Department and the respective user departments to proactively, innovatively, and successfully identify project requirements, constraints, and risks to successfully completing the project on time and within budget.
- Proactively recommending cost effective and innovative approaches to resolve issues.
- Implementing creative and innovative design / project delivery strategies to optimize space uses and connect/ with and compliment the surrounding communities/neighborhoods.
- Employing current and task-appropriate technology, presentation software, and virtual meeting platforms for the production of exceptional work. Concurrent with this expectation is that the architect's consultants follow this standard.
- Assuring that the project will support the relevant department mission, and accreditation standards, comply with best practices, and contribute to the built environment in quality of design, connectivity, and accessibility.
- Identifying opportunities in project development that tie into the strategic goals of the City.
- Performing feasibility studies, structural analysis, design analysis and other studies as required. Such studies shall require research and database creation to conduct studies and produce reports, investigations, drawings, sketches and cost estimates. Analyses shall include description of alternatives, estimates, conclusions and recommendations.
- Preparing and refining scopes, plans, specifications and cost estimates for design of buildings, structures, and similar construction.
- Providing constructability, ability to bid, and operability reviews on proposed construction projects, to cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involved in the project. The firm shall also provide prompt responses to Requests for Information (RFIs).
- Reviewing shop drawings, materials, fixtures, and equipment submittals and making recommendations for approval or disapproval.
- Live and virtual attendance and participation in regular meetings and conferences pertinent to the work. In addition to regular meetings, the A&E shall prepare for and attend periodic meetings held as requested by the City for discussion of questions and problems relating to the work being performed by the firm.
- To coordinate work with the Capital Improvement Department to resolve issues with the Environmental Services, Information Technology, and Streets and Maintenance Departments.
- Implement creative and innovative approaches to problem solving.
- Implement an effective quality assurance program.
- Ensure the project will meet the intended results.
- Develop a design schedule and enforce compliance of the project's design schedule.
- Design to budget and implement value engineering.

#### 1 SERVICES REQUIRED

#### 1.1 Design

Design shall meet all City requirements for the project and shall be performed in phases as presented in the section 6.0 Project Schedule below.

The consultant is responsible to submit a turnkey design product. The consultant shall be responsible to determine State of Texas licensed designers required by the State to perform this type of project design. The irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards for Outdoor Park Facilities.

Besides complying with local building codes, the consultant shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso – CID Drawing Guidelines.

Early in the design the consultant shall coordinate the selection of the materials and equipment with the City support departments.

#### **1.2** Bidding & Construction

The consultant shall submit the following in an electronic format for bidding:

- Full and complete sealed set of drawings;
- Full and complete sealed set of technical specifications;
- Detailed scope of work;
- Detailed Lump Sum bid proposal form; and
- Detailed real world value cost estimate.

During the bidding process, the designer shall assist the Owner with but not limited to the following items: respond to all questions from perspective bidders, attend a pre-bid conference, and if required prepare addendums. The bids shall be advertised as a Lump Sum contract and selection of the bidders shall be a "competitive sealed bid" selection.

During the construction phase, the designer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (request for information (RFIs)
- Providing advice and recommendation to the Owner
- Reviewing contractor technical submittals
- Attend weekly construction meetings
- Provide meeting minutes of weekly meetings
- Produce and provide "ASI", as required
- Perform a Time Analysis
- Evaluate proposals provided by the Contractor
- Visit site once a week and provide written observation report
- Review change order requests by the Contractor. Provide a separate independent analysis and provide recommendation to the Owner.
- Prepare independent cost estimates on all change orders created by design oversights

- Review and approve project submittals and shop drawings
- Review and provide recommendations as to suitability of work
- Attend substantial and final completion walkthroughs. Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (24"X36") and electronic format "asbuilt" drawings.

#### **1.3** Planning

The designer shall assist the Owner in providing schedules for obtaining utility easements, utility service lines, and other permits.

The consultant shall present design to City of El Paso Design Review Committee. The consultant shall comply with requirements set by Review Committee.

Sole sourcing will not be allowed. The consultant shall prepare both design and performance specifications.

#### **1.4** Soils Investigation

Consultant to provide a soil investigation report for this project.

#### 1.5 Design Analysis

The designer shall perform design analysis for each project to ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

#### **1.6** Technical Specifications

The designer shall prepare and provide technical specifications. The specifications shall be based on accepted national specifications. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method, quality control, and quality assurance testing. The specification shall correlate with Lump Sum format. All specifications must comply with established specification standards and formats. The consultant shall provide both design and performance specifications.

#### **1.7** ADA Compliance and Requirements

The designer shall include and comply with Americans With Disabilities Act (ADA), Texas Accessibility Standards (TAS), and Texas Department of Licensing and Regulation (TDLR) requirements.

The designer shall employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The consultant shall comply with RAS design comments.

#### 1.8 Surveys

The designer shall provide all topographic, horizontal surveys necessary to provide a complete design, to include but not limited to the following:

- Phase 1 Environmental
- Metes & Bounds
- Historical

#### 1.9 Storm Water Pollution Prevention Plan

The designer shall prepare and provide storm water pollution prevention plan. The designer shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Development Department for review and approval.

#### **1.10** Utility Services and Utility Easements

Based on the design, the designer shall coordinate with all utilities that will be affected by the improvements. The designer shall submit all applications to the utilities on behalf of the City of El Paso. However the City of El Paso shall pay all utility service fees. The designer will not pull the installation of the service. The installation of the service shall be coordinated by the contractor. Construction documents shall clearly show all utility company contacts and type of service requested. All utility service requests shall be submitted by the designer by or before the construction documents are submitted for bid advertisement. The designer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The designer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date.

#### 1.11 Utility Coordination

The consultant shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The consultant shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the consultant and utility companies the need and extent of relocation shall be determined. If a dispute arises the consultant shall immediately setup a meeting between the CID Project Manager and the utility company to resolve the dispute. The consultant in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The consultant shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction

documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date. The consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

#### **1.12** Public Involvement

The consultant shall assist the City throughout public outreach, if needed, activities in providing plans/exhibits showing the improvements and how improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase and the consultant shall be responsible to attend and make a presentation of the improvements and answer questions.

#### **1.13** Private Property

If the consultant believes construction shall extend inside private property, consultant must obtain approval from City to enter private property.

#### 1.14 Traffic and Pedestrian Control Plan

A Traffic and Pedestrian Control Plan may be required on this project. Consultant shall include under general notes that the Contractor shall submit a traffic control plan to Streets and Maintenance Department for approval at least two (2) weeks prior to commencing construction.

#### 1.15 Construction Sequencing Plan

A construction-sequencing plan will be required on this project.

#### **1.16** Construction Schedule

The consultant shall meet with CID Project Manager and Construction Manager to determine construction schedule. The schedule shall take in account lead delivery time of equipment. The meeting shall be held after pre-final plans are submitted but before Final Design Notice to Proceed is issued. The information will allow consultant to prepare a current market cost estimate at the final design phase submittal.

#### 1.17 Archeology Services

Details and requirement for archeological site are outline in the "Cultural Resources Survey and Limited Testing" document that is appended (Exhibit B) to this Request for Qualifications (RFQ).

#### 2 PRODUCTS REQUIRED

#### **2.1** Drawings and Specifications

#### 2.1.1 Assessment & Concept Layout Design

During the Assessment & Concept layout design the consultant shall have thirty (30) consecutive calendar days to electronically submit the concept plan, cost estimate, and all assessment and survey results to the City for review and comment. It is required that the consultant performs all topographic, geotechnical, and horizontal surveys necessary for the project. The consultant shall meet within three (3) working days with the City of El Paso to discuss the concept plan. After meeting with the City, the consultant shall have twelve (12) consecutive calendar days to electronically submit the concept plan elevations and design criteria and details.

As part of the review by City staff the concept plan, elevations, design criteria and details, and other necessary submittals; shall be submitted for review to the commissioning agencies, City of El Paso Design Review Committee and stakeholder meetings. The consultant shall be responsible to provide all copies necessary for the review process. After comments are received by City staff, the consultant shall have twenty-one (21) consecutive calendar days to electronically submit the final revised concept plan.

#### **2.1.2** Preliminary Design

The consultant shall submit the following preliminary design submittal:

- Coversheet and Index of drawings (90% complete)
- Horizontal Control Plan (90% complete)
- Geotechnical Survey (90% complete)
- Demolition Plan (90% complete)
- General Notes (50% complete)
- Architectural Plan and Details (50% complete)
- Civil Engineering Plan and Details (50% complete)
- Mechanical and Plumbing Plan and Details (50% complete)
- Structural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- IT Plan and Details (50% complete)
- Construction Notes (50% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Roadway Typical Section Details (75% complete)
- Roadway Plan and Profile Sheets (50% complete)
- Watershed Map and Surface runoff computations (50% complete)
- Illumination Plan and Details (50% complete)
- Landscape Plan (50% complete)
- Landscape Typical Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Irrigation Typical Details (75% complete)
- Signage and striping Details (40% complete)
- Outline of Specs (90% complete)

•

Upon the completion preliminary design phase, the designer shall submit the preliminary design for review and comment. If the Owner determines the submittal to be non-complaint with the above required completion percentages the designer must resubmit as per the above mentioned requirements.

#### **2.1.3** Pre-Final Design

The consultant shall submit the following pre-final design phase submittal:

- Coversheet and Index of drawings (100% complete)
- Horizontal Control Plan (100% complete)
- Geotechnical Survey (100% complete)
- Demolition Plan (100% complete)
- General Notes (90% complete)
- Architectural Plan and Details (75% complete)
- Civil Engineering Plan and Details (75% complete)
- Mechanical and Plumbing Plan and Details (75% complete)
- Structural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- IT Plan and Details (75% complete)
- Construction Notes (90% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (90% complete)
- Grading Plan (95% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Roadway Typical Section Details (100% complete)
- Roadway Plan and Profile Sheets (75% complete)
- Special Construction Details (75% complete)
- Watershed Map and Surface runoff computations (75% complete)
- Illumination Plan and Details (75% complete)
- Landscape Plan (95% complete)
- Landscape Typical Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Irrigation Typical Details (100% complete)
- Special Irrigation Details (75% complete)
- Signage and striping Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

Upon the completion pre-final design phase, the designer shall electronically submit the pre-final design documents for review and comment. If the Owner considers the submittal to be non-compliant with the above required completion percentages the designer must resubmit as per the above mentioned requirements.

#### 2.1.4 Final Design

The consultant shall submit the following final design phase submittal:

- Coversheet and Index of drawings (100% complete)
- Horizontal Control Plan (100% complete)
- Geotechnical Survey (100% complete)
- Demolition Plan (100% complete)
- General Notes (100% complete)
- Architectural Plan and Details (100% complete)
- Civil Engineering Plan and Details (100% complete)
- Mechanical and Plumbing Plan and Details (100% complete)
- Structural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- IT Plan and Details (100% complete)
- Construction Notes (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Roadway Typical Section Details (100% complete)
- Roadway Plan and Profile Sheets (100% complete)
- Special Construction Details (100% complete)
- Watershed Map and Surface runoff computations (100% complete)
- Illumination Plan and Details (100% complete)
- Landscape Plan (100% complete)
- Landscape Typical Details (100% complete)
- Special Landscape Details (100% complete)
- Irrigation Typical Details (100% complete)
- Special Irrigation Details (100% complete)
- Signage and striping Details (100% complete)
- Outline of Specs (100% complete)
- Technical Specification (100% complete)

Upon the completion final design phase, the designer shall electronic ally submit the final design documents for review, comments, and approval. If the Owner considers the submittal as non-compliant with the above required completion percentages the designer must resubmit as per the above mentioned requirements.

#### **2.1.5** Bidding and Construction

For bidding purposes the consultant shall submit a PDF and AutoCAD files of the sealed construction drawings, sealed technical specifications, scope of work, and Lump Sum bid proposal form.

Before bid opening consultant shall provide PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised Lump Sum bid proposal form, and written bid clarifications.

After bid opening and before preconstruction meeting the consultant shall provide a PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised Lump Sum bid proposal form, and written bid clarifications.

During construction project the consultant shall produce and provide a 24"X36" electronic format "as-built" drawings.

#### 2.2 Cost Estimates

The designer shall develop and submit the construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The designer's final estimate shall take into account escalation factors and all labor costs that shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council as well as the current market for materials and equipment.

#### 2.3 Design Analysis

Design analysis shall include all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

#### **2.4** Reproduction

The designer shall be responsible for printing for the different phases and for code review requirements.

#### **3** GENERAL REQUIREMENTS AND CRITERIA

- 3.1 Design must meet all applicable City Codes and Ordinances.
- 3.2 Design must meet all applicable ESD & DoITS Codes and Ordinances.
- 3.3 Design must comply with Engineering & Construction Management Guidelines.
- 3.4 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
- 3.5 The designer shall submit all redlines to the owner when plan submittals are due.

#### 4 OTHER CONSIDERATIONS

- **4.1** Work to be coordinated with the El Paso CID, ESD, Streets and Maintenance Department, and all affected stakeholders.
- **4.2** Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

#### 5 REQUEST FOR PROPOSAL BREAKDOWN

All services described under Design, Bidding, and Construction will be considered Basic Services. The consultant shall submit a detailed cost proposal based on contract and after agreed negotiations, a purchase order will be opened.

#### **6** PROJECT SCHEDULE

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement (if needed), and owner's review time as follows:

Assessment & Concept Phase 45 consecutive calendar days

Preliminary Design Phase: 60 consecutive calendar days

Pre-Final Design Phase: 60 consecutive calendar days

Final Design Phase: 15 consecutive calendar days

Bid Phase (Signed and Sealed) 15 consecutive calendar days

## ATTACHMENT "B" CONSULTANT'S FEE PROPOSAL AND HOURLY RATES



February 7th, 2024

To: City of El Paso, Capital Improvement Department

Attn: Yvette Hernandez, PE City Engineer

218 N. Campbell El Paso, Texas 79901

RE: ARCHITECTURAL AND ENGINEERING SERVICES FOR THE

SOLICITATION #2023-021R

CONSTRUCTION OF THE DONIPHAN CITIZEN COLLECTION STATION

DONIPHAN DRIVE EL PASO TEXAS

### **REVISED PROPOSAL**

Dear Mrs. Hernandez,

We are pleased to propose architectural and engineering services for the Construction of the Doniphan Citizen Collection Station, off Doniphan Drive in El Paso, Texas.

Our office submitted via email on January 18<sup>th</sup> the following documents as requested:

Hourly Rate Schedule
Form 1295
Detailed General Administration Overhead Multiplier & Profit Markup
Certificate of Insurance
Texas Certificate of Fact
Signed House Bill 793
Point of Contact Form

The following is the Detailed Proposal including scope of services and cost associated.

### **PROJECT UNDERSTANDING**

We understand the project involves planning, design and construction administration services for a new Citizen Collection Station (CCS) on an approximately 4.35 acres (189,000 sf) site with an approximate 1400 linear-foot driveway to be connected off Doniphan Drive in accordance with El Paso Water Utility Land Management Map attached.

WDA has based our team's scope and fee proposal on this EPWU conceptual layout and other information discussed during a meeting with Mr. Martinez, CID Project Manager on January 16<sup>th</sup>.

As per meeting with CID Project Manager, we reviewed the CCS on Confederate Drive for general understanding of general program to complement the description from the Solicitation No 2024-021R.

The project encompasses various planning and pre-design tasks. These include managing an existing historic site, necessitating an Avoidance Redesign and an Antiquity Permit. Additionally, it involves addressing

adjacent wetlands and a botanical park, securing a permit from the Texas Department of Transportation (TxDoT) for access via Doniphan, a state highway, and undertaking a Detailed Site Development review process, potentially escalating to the CPC level. Furthermore, involvement from the US Army Corps of Engineers (USACE) might be required due to the proximity of the wetlands and possible Section 404 permit needs under the Clean Water Act, which we haven't included at this time.

The proposal includes:

Parkway and minimum Landscape required by code along access road.

3 prefabricated buildings:

- Main approx. 4,000 sq ft with IT rooms, restroom and large open space with preparation for computers at some locations.
- Guardhouse, conditioned with a restroom and small office.
- Covered E-waste disposal areas. 15' X15'
- Covered household hazardous waste area.

Elevated dumping platform with 16 roll-off spaces for truck below and above for public access.

Designated area for public access for Roll-off much and compactor for recycling.

Rockwall and chain-link with weather-proof screen fences with 30' chain-link sliding gate.

Grading Plan and on-site ponding

Utility connections for water, sewer, electrical service.

### **SCOPE OF SERVICES**

Our work will consist of the following drawings and phases:

### **Assessment & Concept Layout Design Phase**

Immediately after notice to proceed we will start the various site surveys to establish the project scope and land area as follows:

- Master Surveying Plan (30-acre area)
- Boundary Survey (30-acre area)

We will review and assess existing conditions to implement the EPWU layout including the following data:

- Historic site areas (using Avoidance by Redesign)
- Utilities availability
- Tx DOT access drive standards
- Wetlands and USACE potential requirements with EPWU
- Zoning, Plat and Detailed Site Development Plan requirements

We will provide conceptual site plan, floor plans, elevations, cost estimate, and design criteria report for review by the City of El Paso CID and other stakeholders.

### Preliminary Design Phase:

Based on the Owner's approval of the Assessment & Conceptual Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Preliminary Design Documents for Owner's review and approval. The Preliminary Design Documents will illustrate and describe the development of the approved Conceptual Design Documents and consist of drawings and other documents, including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, civil, landscape, and such other elements as may be appropriate. The Preliminary Design Documents will also include technical specifications that identify major materials and systems, and generally establish their quality levels.

**Detailed Site Development Plan:** We will prepare and submit the proposed Detailed Site Development which includes proposed site plan, code analysis, and exterior elevation as early in this phase as possible.

### Pre-Final Design

Based on the Owner's approval of the Preliminary Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Pre-Final Documents for the Owner's review and approval.

### Final Design

Based on the Owner's approval of the Pre-Final Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Final Documents for the Owner's review and approval.

### **Bidding and Negotiation Phase**

We will assist with various tasks, including responding to RFI from potential bidders, participating in a pre-bid conference, and preparing addendums as needed. We understand as per Solicitation document that the project will be advertised as a Lump Sum contract, with bidder selection based on a "competitive sealed bid" approach.

### **Construction Administration**

During the construction phase, our assistance will be on a time and materials basis, including but not limited to:

- Responding to all contractor questions (RFIs).
- Providing advice and recommendations to the Owner.
- Reviewing contractor technical submittals.
- Attending and documenting weekly construction meetings.
- Producing "ASI" as required and performing time analysis.

- Evaluating contractor proposals.
- Independently analyzing and advising on contractor change order requests.
- Preparing cost estimates for design oversight-related change orders.
- Approving project submittals and shop drawings.
- Assessing suitability of work.
- Participating in substantial and final completion walkthroughs, including "punch list" inspections.
- Providing reproducible and electronic format "as-built" drawings.

We have reviewed the proposed timeline provided in our award package and have proposed a few modifications for your review, while maintaining the desired completion dates. We will work hard to remain within the parameters of both cost and duration.

This schedule is not taking into account the time for compliance with Section 404 from the Clean Water Act (CWA) or any other requirement from USACE. This will need to be assess during the assessment and conceptual design phase in coordination with EPWU.

### **INFORMATION**

The following documents have been attached, and further define this proposal:

- Workplan with Proposed Lump Sum Fee
- Additional Scope of Service and Fees associated if needed for reference
- Detailed Design Schedule
- Exhibit A:
  - o EPWU Land Management Project Map
  - o Geotechnical estimated borings
  - Zoning map
  - Detailed site development plan application

Thank you for this opportunity. We look forward to establishing a working relationship with the City of El Paso Capital Improvement Department.

Sincerely,

Frederic P. Dalbin

Principal

### City of El Paso - Capital Improvement Department

Fee Proposal for Architectural and Engineering Services

Project:

**Doniphan Citizen Collection Station** 

Design Professional: WDA

Basic Service Fixed Fee Proposal (hourl	v breakdown enclosed):
---	------------------------

Sumi	mary (	of Basic Services: Based on highlighted area of scope on attached	l EPWU plan	- see for additiona	l information	
1.0	Base	Services				
		Includes the following tasks:				
	1.01	Architectural Services				
		Design	\$95,746			
		Building information modeling ir	cluded			
		Detailed Site Plan Process	\$7,500			
		Multiple preliminary designs	\$5,500			
		Graphic project renderings at SD and CD phases	\$2,000			
		Construction Administration - Architect	\$30,476			
		As-Designed Record drawings -Architect	\$7,500			
		Coordination of Owner's consultants - Architect	\$2,500			
		Total Architectural		\$151,222		
	1.02	Structural Engineering Design and CA	\$18,500			
	1.03	MPE Design and CA	\$21,996			
	1.04	Civil Engineering Design (no CA)	\$33,753			
	1.06	Landscaping Design (no CA)	\$7,500			
		Total Engineering		\$81,749		
	Subt	otal Basic Services (included in Fixed Fee)			\$232,971	
Speci		onsultants				*
		eologist & Cultural Resource (allowance design & construction				
2**	phase			Versar		\$30,000
2.1 *		eologist construction daily monitoring if needed		Versar	4	\$1,199
3.0		e 1 Environmental Allowance		CECI	\$7,500	
4.0		Estimating Consultant by allowance for CD Phase		3p	\$12,000	
5.0		rechnical Consultant & Reports by allowance (10 borings)		cqc	\$20,000	400.000
	Subto	otal Estimated Specialty Consultants			\$39,500	\$30,000
Curve	uina I	Platting and Master Prainage				
		Platting and Master Drainage		CII	¢16 E60	
6.0		ter Surveying Plan (aerial/satellite 30-acre)		SLI	\$16,560	
6.1		ndary Survey (30-acre)		SLI	\$6,540	
6.2	-	ovement, Topographic and Boundary Survey (6 acres + 30' all arou	naj	SLI	\$12,240	¢16 F60
6.3*		graphic and Improvement Survey (30-acre)		SLI		\$16,560
		livision Process (Preliminary/Final Plat) 30-acre		SLI		\$10,600
		ter Drainage Study (60-acre)		SLI		\$16,600
6.5 *		ic Impact Analysis if required		SLI	405.040	\$26,600
	Subt	otal Reimbursable Services			\$35,340	\$70,360
	Cation	ested Deimburschle Funencer				
7.0		nated Reimbursable Expenses:			ć4 000	
7.0		allowance for securing approvals of authorities having jurisdiction			\$4,000	
8.0		oduction of documents for design reviews			\$1,500	
9.0		ier services, handling and delivery			TBD	
	Supto	otal Estimated Expenses (not included in Fixed Fee)			\$5,500	
Total	Δrchi+	tectural & Engineering Fee + Specialty Consultants &				
		th Subdivision Processes			\$313 311	\$100,360
Juive	y 5 WII	ui Jubulvision r (UCE33E3			,313,311	7100,300

<sup>\*</sup> This scope of work may not be required - providing a cost for budgeting only at the time

### \*Additional Considerations, Clarifications or Exclusions

- We have based our fees on the attached El Paso Water Land Management Property Location Map.

  This map shows an approximate 4.34 acres area for the CCS with a 1400 lft drive (30' wide) from Doniphan to the site crossing two (2) EPWU easements. It is our understanding that EPWU is agreable to these easements crossings and that the entire 30-acre property is owned by the City of El Paso.
- Avoidance by Redesign: The access road (Kappa Rd) shown on the plat will have to be redesigned to circonvent the preservation main core area (41EP494). Preservation of this area should be enhanced by erecting fencing around the 0.50 acre core during construction. The fee shown on the proposal is providing for Antiquity Permit, Reporting and Curation requirements. CCS scope doesn't include any other considerations for historic treatment other than Antiquity Permit by Avoidance in accordance with EPWU Map attached. Site monitoring is provided as a daily fee which will depend on the final design.
- 12.0 Sustainable Design practices will be implemented in the project but no fees are included to provide additional analysis, studies, design or applications for certification as LEED or other sustainable or energy efficient rating.
- This project may require a Permit related to **Section 404 from the Clean Water Laws**, Regulations, and Executive Orders of the Clean Water Act (CWA). This permit regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Preparing and processing such a permit with the US Army Corps of Engineers might have an adverse effect on the schedule and the budget for this project. Our team with SLI Engineering inc will prepare a proposal to process this permit if required. We believe that EPWU should have some information and insight on this issue.

# DONIPHAN CITIZENS COLLECTION CENTER

## ARCHITECTURAL FEE BREAKDOWN

			10	10	0	"	0	0				TOTAL FEE \$151,222
	Construction Administration	Cost	\$2,895	\$2,415	\$6,450	\$17,136	\$420	\$0	\$1,160	Cost:	\$30,476	TOTAL FEI
	Con Admi	Hours	15	15	20	153	5		20	Hours:	258	·
	Bidding	Cost	\$962	\$1,610	\$1,290	\$0	\$420	\$0	\$580	Cost:	\$4,865	
	Bio	Hours	Ŋ	10	10	0	5		10	Hours:	40	
	Final Design	Cost	\$6,755	\$8,050	\$3,225	\$0	\$23,520	\$11,390	\$290	Cost:	\$53,230	
Phases	Final	Hours	33	20	22	0	280	170	2	Hours:	565	
п.	Pre-Final Design	Cost	\$2,895	\$4,025	\$1,290	\$0	\$10,080	\$5,025	\$290	Cost:	\$23,605	
	Pre-Fin	Hours	5	22	10	0	120	75	C)	Hours:	250	
	Preliminary Design	Cost	\$2,895	\$3,864	\$1,290	\$0	\$10,248	\$5,025	\$290	Cost:	\$23,612	
	Prelimin	Hours	15	24	10	0	122	75	5	Hours:	251	
	Assessment & Conceptual Layout Design Phase	Cost	\$1,930	\$2,415	\$645	\$	\$6,804	\$3,350	\$290	Cost:	\$15,434	
	Asses: Concept Design	Hours	10	15	Ŋ	0	81	20	വ	Hours:	166	
	Hourly Rate		\$193	\$161	\$129	\$112	\$84	\$67	\$58			
	Personnel Classification		Principal Architect	Registered Architect	Project Manager	Construction Administrator	Architectural Intern	CAD Technician	Clerical		Totals	

# DONIPHAN CITIZENS COLLECTION CENTER

## MPE ENGINEER FEE BREAKDOWN

													21,996
	1	Administration	Cost	\$3,120	\$1,750	\$0	\$0	\$0	S S	\$1,740	Cost:	\$6,610	TOTAL FEE \$21,996
	Č	Admin	Hours	16	10	0	0	0	0	30	Hours:	56	¥
		Bidding	Cost	\$390	\$350	\$0	\$0	\$	\$67	\$116	Cost:	\$923	
		Bid	Hours	7	2	0	0	0	_	7	Hours:	7	
		Final Design	Cost	\$390	\$525	\$258	\$560	\$840	\$670	\$116	Cost:	\$3,359	
Phases		Final	Hours	7	ო	7	2	1	9	2	Hours:	34	
Pha		Pre-Final Design	Cost	\$390	\$525	\$258	\$560	\$1,260	\$1,005	\$116	Cost:	\$4,114	
		Pre-Fin	Hours	7	က	2	2	15	15	7	Hours:	4	
		Preliminary Design	Cost	\$390	\$525	\$258	\$260	\$1,260	\$1,005	\$116	Cost:	\$4,114	
		Prelimina	Hours	7	က	2	5	15	15	7	Hours:	4	
	sment &	Conceptual Layout Design Phase	Cost	\$390	\$320	\$258	\$336	\$756	\$670	\$116	Cost:	\$2,876	
	Asses	Conceptual La Design Pha	Hours	7	7	2	ო	တ	10	2	Hours:	30	
	Hourly Rate			\$195	\$175	\$129	\$112	\$84	\$67	\$58			
	Personnel Classification			Principal	Professional Engineer	Sr. Designer	EIT Engineer	Designer	CAD Technician	Administration		Totals	

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## STRUCTURAL ENGINEER FEE BREAKDOWN

			_		_	-	-			OTAL FEE \$18,500
	Construction Administration	Cost	\$1,200	\$1,050	\$1,500	\$0	\$820	Cost:	\$4,600	OTAL FEI
	Cons Admir	Hours	4	9	10		17	Hours:	37	Ĕ
	Bidding	Cost	\$300	\$320	\$0	\$0	\$250	Cost:	006\$	
	Bid	Hours	~	7	0	0	Ŋ	Hours:	œ	
	Final Design	Cost	\$600	\$1,575	\$1,350	\$1,125	\$100	Cost:	\$4,750	
Phases	Fina	Hours	2	တ	တ	တ	7	Hours:	31	
r	Pre-Final Design	Cost	\$300	\$1,050	\$300	\$750	\$100	Cost:	\$3,100	
	Pre-Fir	Hours	~	9	9	9	7	Hours:	77	
	Preliminary Design	Cost	\$600	\$1,050	\$300	\$750	\$100	Cost:	\$3,400	
	Prelimin	Hours	2	9	9	9	7	Hours:	22	
	Assessment & Conceptual Layout Design Phase	Cost	\$300	\$525	\$450	\$375	\$100	Cost:	\$1,750	
		Hours	_	ო	က	ო	7	Hours:	12	
	Hourly Rate		\$300	\$175	\$150	\$125	\$50			
	Personnel Classification Hourly Rate		Principal	Project Manager	Project Engineer	BIM Manager	Clerical		Totals	

# DONIPHAN CITIZENS COLLECTION CENTER

## CIVIL ENGINEER BREAKDOWN

													33,753
	Construction Administration	Cost	\$0	\$0	\$2,040	\$1,992	\$1,512	\$0	\$45	<del>;</del>	COSI.	\$5,589	TOTAL FEE \$33,753
	Const	Hours	0	0	12	12	12	0	0.5	; ; ;	S InoL	36.5	2
	Bidding	Cost	\$0	Ş Ş	S S	\$0	\$0	\$0	\$0	÷		\$0	
	Biq	Hours	0	0	4	0	0	0	0	; <u>1</u> 2	is linou	4	
	Final Design	Cost	\$275	\$1,596	\$1,020	\$0	\$1,890	\$2,880	\$534	÷	COST.	\$8,195	
Phases	Final	Hours	~	9	9	0	15	8	9	<u>.</u>	i non	64	
à	Pre-Final Design	Cost	\$275	\$1,596	\$1,020	\$332	\$1,890	\$2,880	\$445	ç	COSI.	\$8,438	
	Pre-Fin	Hours	~	9	9	2	15	30	ſΩ	; <u>2</u> 7	S IDOL	65	
	Preliminary Design	Cost	\$275	\$1,596	\$1,020	\$332	\$1,890	\$2,880	\$445	÷	COSI.	\$8,438	
	Preliminar	Hours	~	9	9	7	15	8	S	; ; ;	i non	65	
	Assessment & Conceptual Layout Design Phase	Cost	\$275	\$532	\$340	\$332	\$504	\$576	\$534	÷	COSI.	\$3,093	
	Asses: Concept Design	Hours	_	7	7	7	4	9	9	; 2 1	i non	23	
	Hourly Rate		\$275	\$266	\$170	\$166	\$126	\$96	\$89				
	Personnel Classification		Principal	Engineer	Project Engineer	Project Manager	Engineer Assistant II	Engineering Assistant I	Administration			Totals	

# DONIPHAN CITIZENS COLLECTION CENTER

## LANDSCAPE FEE BREAKDOWN

			\$0	\$0	\$0			TOTAL FEE \$7,500
	Construction Administration	Cost	Ø	€	∯	Cost:	\$0	OTAL FE
	Cons	Hours	0	0	0	Hours:	0	Ī
	Bidding	Cost	\$0	\$0	\$0	Cost:	\$0	
	ΞĞ	Hours	0	0	0	Hours:	0	
	Final Design	Cost	\$750	\$1,500	\$100	Cost:	\$2,350	
Phases	Final	Hours	ß	20	7	Hours:	27	
à	Pre-Final Design	Cost	\$750	\$1,500	\$100	Cost:	\$2,350	
	Pre-Fin	Hours	S	20	7	Hours:	27	
	Preliminary Design	Cost	\$750	\$1,500	\$50	Cost:	\$2,300	
	Prelimin	Hours	ß	20	~	Hours:	56	
	Assessment & Conceptual Layout Design Phase	Cost	\$300	\$150	\$50	Cost:	\$500	
	Asses: Concept Design	Hours	7	7	_	Hours:	r.	
	nouny kate		\$150	\$75	\$50			
	Personnel Classification		Principal	CAD Techniican	Clerical		Totals	



### WRIGHT & DALBIN ARCHITECTS, INC

### Doniphan Citizen Collection Station Design & Construction Schedule

DESIGN PHASES	Phase Star	Date	Submission or Completion Date	Duration			
Project Est Start	8/5/24			ļ			
Assessment & Concept Phase							
Concept and Survey	8/5/24	Mon	10/4/24	60	calendar days	8	weeks
Owner review and revised dwgs	10/4/24	Fri	10/19/24	15	calendar days	2	weeks
Preliminary Design Phase							
Preliminary Design	10/21/24	Mon	12/20/24	60	calendar days	8	weeks
SHPO Antiquity Permit App	11/18/24	Mon	12/18/24	30	calendar days	4	weeks
Detailed site plan app and approval	12/20/24	Fri	4/19/25	120	calendar days	17	weeks
Owner review and revised dwgs	12/23/24	Mon	1/13/25	21	calendar days	3	weeks
SHPO Revisions	12/19/24	Thu	1/18/25	30	calendar days	3	weeks
Tx Dot Application	1/13/25	Mon	4/13/25	90	calendar days	12.8	weeks
Pre-Final Design Phase							
Pre-final design	1/14/25	Tue	2/13/25	30	calendar days	4	weeks
Owner review and revised dwgs	2/16/25	Sun	3/2/25	14	calendar days	2	weeks
Final Design Phase							
Final Design	3/3/25		3/24/25	21	calendar days	2	weeks
Owner review and revised dwgs	3/25/25		4/8/25	14	calendar days	1.5	weeks
City permit approval	3/26/25	Wed	5/5/25	40	calendar days	4	weeks
Bidding & Procurement Phase							
Bidding and Negotiation	5/6/25	Tue	10/3/25	150	calendar days	21.4	weeks
Construction Phase							
Full Project Construction	10/13/25	Mon	10/13/26	365	calendar days	52	weeks

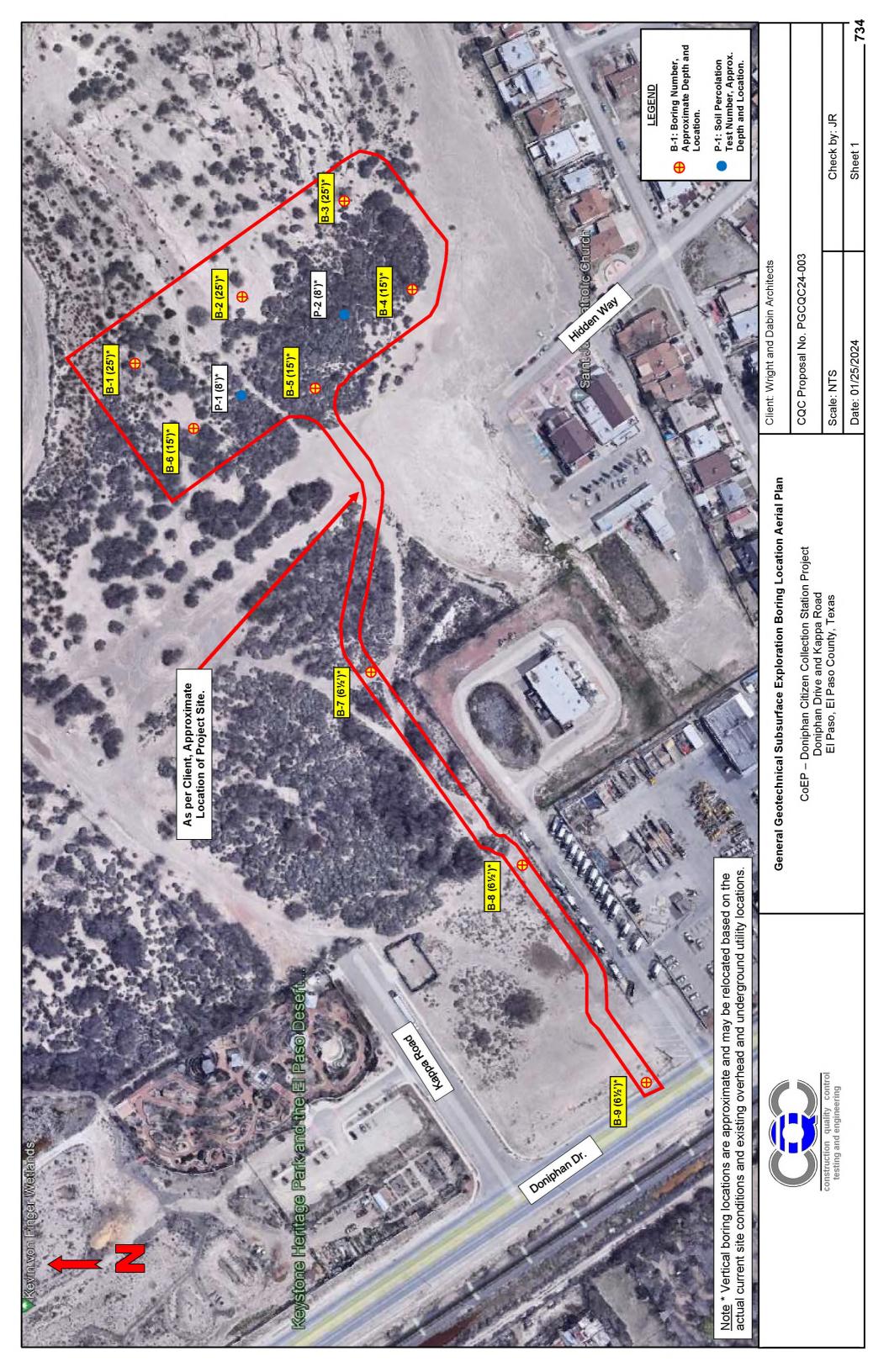
### \* DISCLAIMER

The schedule does not take into account requirements of agencies such as FEMA and USACE. These requirements may or may not apply to this project.

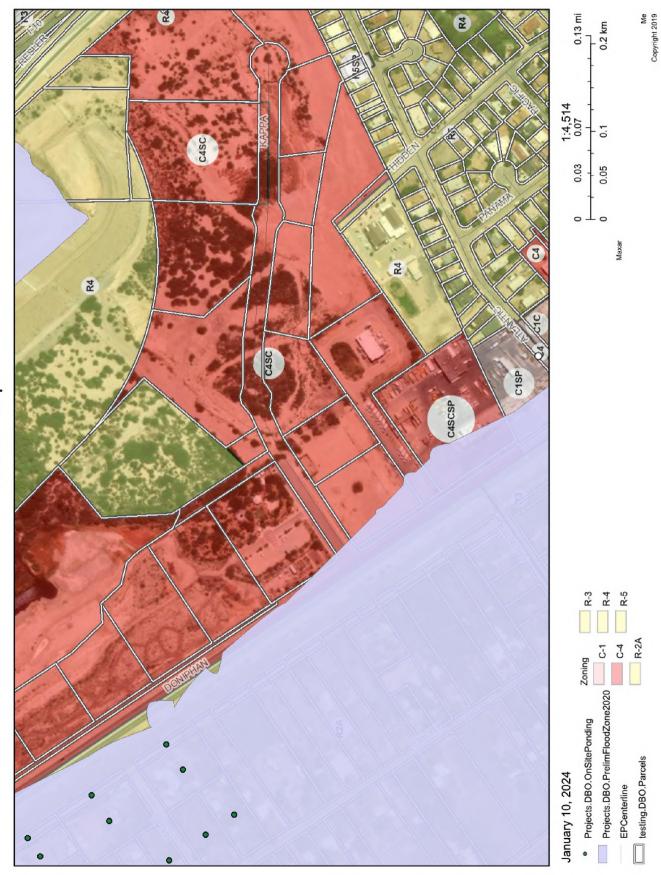
Date Prepared 6/26/2024

by Frederic Dalbin Principal Architect





### Viewer Map





### **HOURLY FEE RATES**

### **Architectural Staff**

<u>Title</u>	Hourly Rate
Principal Architect	\$193.00
Registered Architect	\$161.00
Project Manager	\$129.00
Construction Administrator	\$112.00
Architectural Intern	\$84.00
CADD Technician	\$67.00
Clerical	\$58.00

### ATTACHMENT "C" CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the "Architect & Engineering Services for the Construction of the Doniphan Citizen Collection Station" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

### **BASIC SERVICES OF THE CONSULTANT**

### **GENERAL**

- 1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
- 2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
- 3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
- 4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

### **REPORT/CONCEPT PHASE**

- 1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
  - **a.** Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - **b.** Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - **c.** (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- **d.** Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
- e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

### PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

- 1. Consult with the Owner to determine the Owner's requirements for the Project.
- 2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not

limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

- 3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
- **4.** Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
- 5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
- Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
- **8.** Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
- 9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

### PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall

include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

- 2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "Drawings," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "Specifications." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
- 3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

### **4.** Prepare proposal forms.

5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

### PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

- 1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
- 2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
- 3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
- 4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
- 5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
- 6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

### **BIDDING PHASE**

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

- 1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
- 2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
- 3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
- 4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

- As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
- 6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

### **CONSTRUCTION PHASE**

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

- 1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
- 2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
- **3.** Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
- 4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

- 5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. Such review must be complete within ten City working days following receipt of submittal documents. The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
- 6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
- Passed on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
- 8. Conduct with the Owner and construction contractor no more than two brief preliminary inspections, at times requested by the construction contractor to determine if the Project is ready for final inspection.
- 9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "punch list" shall be furnished to the construction contractor and the Owner within two City working days after the final inspection.

- 10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
- 11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
- 12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
- **13.** Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
- 14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
- 15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
- 16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
- 17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
- 18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
- **19.** Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
- **20.** Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

- 21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
- 22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
- 23. Provide additional or extended services during construction made necessary by: a) work damaged by fire or other cause during construction; b) prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; c) Acceleration of the work schedule involving services beyond normal city working hours; or d) the construction contractor's default under the construction contract due to delinquency or insolvency.
- 24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
- 25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

### **ADDITIONAL SERVICES OF THE CONSULTANT**

### **GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

- 1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
- 2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by ten percent or more.
- 3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

- 4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
- 5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

### **RESIDENT PROJECT SERVICES**

- 1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
- 2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
- 3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

### ATTACHMENT "D" PAYMENT SCHEDULE

For the project known as "ARCHITECT & ENGINEERING SERVICES FOR THE CONSTRUCTION OF THE DONIPHAN CITIZEN COLLECTION STATION", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed \$413,671.00 for all Basic Services and reimbursables noted within the Agreement and its attachments.

### PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

### **Payment to Consultant**

The compensation for each task described in Attachment "B". Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed invoice and accompanying summary and progress report and the Owner's written approval.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

**Reimbursable Costs:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable*.

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

### DELIVERABLE SCHEDULE

### **CONCEPT PHASE**

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five** (5) **copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

### PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **ten** (10) **copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within 60 **consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall

submit to Owner **Three** (3) **copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten** (10) **copies** of the final design documents and specifications for bidding to the Owner within 60 **consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **one** (1) **copy** of all addenda to the Owner for appropriate action within **four** (4) **months.** 

### PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

### ATTACHMENT "E" INSURANCE CERTIFICATE



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER			CONTACT NAME:	7.53			
			PHONE (A/C · No · Ext):	FAX (A/C⋅No):			
JOHN MICHAEL PRICE			E-MAIL ADDRESS:				
7351 REMCON CIR			INSURER(S) AFFO	ORDING COVERAGE	NAIC#		
EL PASO	TX	79912-1617	INSURER A: Nationwide Assurar	nce Company	10723		
INSURED			INSURER B: Nationwide Mutual	Insurance Company	23787		
			INSURER C: Colonial County Mu	utual Insurance Company	29262		
WRIGHT & DALBIN ARCHITECTS, INC.			INSURER D :				
2112 MURCHISON DR			INSURER E :				
EL PASO	TX	79930-1102	INSURER F :				

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	s
Α	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- DIECT LOC OTHER:		ACP BP01 3077651503	07/17/2023	07/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 300,000 \$ 5,000 \$ 2,000,000 \$ 4,000,000 \$ 4,000,000
С	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY		ACP BA01 3077651503	07/17/2023	07/17/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
В	UMBRELLA LIAB     CCCUR     CLAIMS-MADE     DED RETENTION\$		ACP CU01 3077651503	07/17/2023	07/17/2024	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employee dishonesty coverage is provided under the above mentioned businessowners policy with a limit of \$50,000 for 13 employees. Employment-related practices liability coverage is provided under the above mentioned businessowners policy with a limit of \$50,000. Waiver of subrogation applies per form PB0497. Waiver of subrogation is automatically provided where required by written contract per form CA 04 44.

CERTIFICATE HOLDER	CANCELLATION
WRIGHT & DALBIN ARCHITECTS, INC. 2112 MURCHISON DR EL PASO. TX 79930-1102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
221763, 1873333 1132	AUTHORIZED REPRESENTATIVE  DAMON CROSSLAND

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Client#: 155932 WRIGHDAL

### $ACORD_{\scriptscriptstyle{ m IM}}$

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

th	is certificate does not confer any righ	nts to	the	certificate holder in lieu o			` '				
PRODUCER					CONTACT Debi Wylie						
USI Southwest					PHONE (A/C, No, Ext): 512-651-4159 FAX (A/C, No): 610-537-2782						
9811 Katy Freeway, Suite 500					E-MAIL ADDRESS: debra.wylie@usi.com						
Houston, TX 77024					INSURER(S) AFFORDING COVERAGE					NAIC#	
713	3 490-4600				INSURER A : Pacific Insurance Company Ltd				10046		
INSU					INSURER B:						
	Wright & Dalbin Architects	s, inc	3.		INSURER C :						
	2112 Murchison Drive				INSURER D:						
El Paso, TX 79930						INSURER E:					
						INSURER F:					
				NUMBER:				REVISION NUMBER:			
IN CI E	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F KCLUSIONS AND CONDITIONS OF SUCH	QUIRI ERT <i>I</i> POL	EMEN AIN, 7 ICIES	IT, TERM OR CONDITION O THE INSURANCE AFFORDEI . LIMITS SHOWN MAY HAV	F ANY D BY TI	CONTRACT O HE POLICIES N REDUCED	R OTHER DOO DESCRIBED I BY PAID CLAI	CUMENT WITH RESPECT 1 HEREIN IS SUBJECT TO A	TO WH	ICH THIS	
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	;		
	COMMERCIAL GENERAL LIABILITY								\$		
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
								MED EXP (Any one person)	\$		
								PERSONAL & ADV INJURY	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$		
	POLICY JECT LOC								\$		
	OTHER:							COMBINED SINGLE LIMIT	\$		
	AUTOMOBILE LIABILITY							(Ea accident)	\$		
	ANY AUTO OWNED SCHEDULED							` ' /	\$		
	OWNED AUTOS ONLY AUTOS NON-OWNED							DDODEDTY DAMAGE	\$		
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$		
	UMBRELLA LIAB OCCUP								\$		
	EXCESS LIAB COCOR								\$		
	CEANVIS-WADE	_							\$		
	DED   RETENTION \$   WORKERS COMPENSATION							PER OTH-	\$		
	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE							STATUTE   IER   E.L. EACH ACCIDENT	\$		
	ANY PROPRIETOR/PARTNER/EXECUTIVE N/A (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE				
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT			
Α			02OH044142823	05/05/20		05/05/2024	4 \$2,000,000 per claim				
	Claims Made & Retro:03/09		Retro:03/09/95				\$4,000,000 annl aggr.				
	Reported Pol							. , ,			
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES (A	ACORE	D 101, Additional Remarks Sched	ule, may l	be attached if mo	ore space is requ	ired)			
CERTIFICATE HOLDER					CANC	ELLATION					
Wright & Dalbin Architects, Inc.					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN						

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El Paso, TX 79930

**AUTHORIZED REPRESENTATIVE** 

### ATTACHMENT "F" FEDERAL AVIATION ADMINISTRATION PROVISIONS (FAA)

### **ATTACHMENT "F"**

### FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

### A. GENERAL REQUIREMENT FOR CONTRACT

- 1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

### B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1. Withhold progress payments or final payment,
- 2. Terminate the contract,
- 3. Seek suspension/debarment, or
- 4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

### C. <u>CONTRACT PROVISIONS</u>

### 1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

### **BUY AMERICAN CERTIFICATION**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

### Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

### \*\*\*\*

### **Certificate of Buy American Compliance for Total Facility**

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC  $\S$  50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark  $(\checkmark)$  or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
  - a. Only installing steel and manufactured products produced in the United States; or
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic products
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- □ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
  - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

- 4. To furnish US domestic product for any waiver request that the FAA rejects.
- 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver -** The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature	
Company Name	Title	

\* \* \* \* \*

#### **Certificate of Buy American Compliance for Manufactured Products**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC  $\S$  50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark  $(\checkmark)$  or the letter "X".

Bidder or offeror here	eby certifies	that it will	comply with	149 USC 8	§ 50101 by:
Blace of offerer ner	oo, continues	CIICCO IC TO III	COLLIDITY WILL		,

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- □ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver -** The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature	
Company Name	Title	

### 4. <u>GENERAL CIVIL RIGHTS PROVISIONS</u> (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

# 5. <u>CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION</u> <u>REQUIREMENTS</u> (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# 6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

- 1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- 2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- 3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

# 7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

#### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

#### 4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

# 8. <u>CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)</u> (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### 9. <u>DISADVANTAGED BUSINESS ENTERPRISES</u> (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (49 CFR §26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

## 10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

# 11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

#### 13. <u>RIGHTS TO INVENTIONS</u> (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### 14. <u>TERMINATION OF CONTRACT</u> (contracts that exceed \$10,000)

- 1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- 3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

### 15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **16.** <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

### 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. A person making a contribution, including the contributor's spouse. "Contributor" "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. An individual and spouse, a business entity, or an individual who owns a business entity in whole or in "Donor" 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	Frederic P Dalbin	
Business Name	Wright & Dalbin Architects, Inc. dba WDA	
Agenda Item Type	Solicitation #2023-021R	
Relevant Department	Capital Improvements	

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:

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	10/18/28	
District 1	B B B B B B B B B B B B B B B B B B B	
District 2		
District 3		
District 4	1 300000	5/,
District 5		
District 6	(RYA)	
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.

## El Paso, TX

### Legislation Text

File #: 24-1054, Version: 1

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

### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. City Attorney's Office, Karla M. Nieman, (915) 212-0033

#### AGENDA LANGUAGE:

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

Revocation and defeasance of general obligation bonds related to the 2012 bond election for the downtown multipurpose performing arts and entertainment facility. HQ#3170 (551.071)