Oscar Leeser Mayor

Dionne Mack 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

## December 03, 2024 COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY 9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 970-273-700#

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

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

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

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

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

At the prompt please enter Conference ID 970- 273-700#

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

A quorum of City Council must participate in the meeting.

#### **ROLL CALL**

#### INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

#### PLEDGE OF ALLEGIANCE

#### **MAYOR'S PROCLAMATIONS**

Leading the Way - Workplace Well-being Week

**Creative Kids 25th Anniversary** 

**Los Compadres 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 November 19, 2024, the Agenda Review Meeting of November 18, 2024, the Work Session of November 18, 2024, and the Special Meeting of July 8, 2024.

24-1651

#### **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

**24-70** 

#### **CONSENT AGENDA - RESOLUTIONS:**

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

**3.** That the City Manager is authorized to sign the First Amendment to the

24-1649

Agreement for Professional Services between City and Dekker, LLC, (Consultant) whereby Consultant shall provide architect and engineering services for the design of the El Paso Fire Department Headquarters in addition to the design of the El Paso Police Department Headquarters for additional payment from City in an amount not to exceed \$409,318.00, thereby increasing the original contract price from \$4,058,587.00 to \$4,467,905.00.

#### **All Districts**

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

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

4. That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A).

#### **District 3**

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

5. A Resolution approving a Detailed Site Development Plan for Lots 24 through 27, plus the west 20 feet of Lot 23 and the east 5 feet of Lot 28, Block 47, Third Amended Map of Highland Park, 2110 San Diego Avenue, City of El Paso, El Paso County, Texas pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed detailed site plan 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: 2110 San Diego Ave. Applicant: Beatriz Blanco, PZDS24-00006

#### **District 2**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Jose Beltran, (915) 212-1607

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

6. A Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso and Socorro Independent School District, directing the City's Tax Office to calculate and manage the refund amount and corrected statements for any properties subject to the overstated tax rate for the year 2023.

#### All Districts

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

7. Approve a Resolution to update the Debt Management Policy for the City of El Paso.

#### **All Districts**

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

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

**24-1648** 

Request that the City Manager be authorized to sign the Consent to Assignment of Contract No. 2020-1064R Full and Federal Cost Allocation Plan (the "Contract") by and between the City of El Paso, MGT of America, LLC dba MGT of America Consulting, LLC ("Assignor") and MGT Impact Solutions, LLC ("Assignee"). This consent to assignment will be for the time remaining of the current contract term, which expires September 30, 2025.

#### **All Districts**

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

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

9. A Resolution that the City Council approves the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code, and delegates the authority to City Manager to sign the Certificate of Authority for a Health Authority and all related agreements and forms required by the Department of State Health Services of the State of Texas.

#### 24-1595

#### **All Districts**

Public Health, Veerinder Taneja, (915) 212-6502

10. Resolution that the City Manager is authorized to sign a First Amendment between the City of El Paso and El Paso Veterinary Medical Association to clarify the frequency of the monetary distribution, and to reduce the amount from \$1,500,000.00 to \$999,000.00 for the duration of the Agreement.

#### **24-1639**

#### **All Districts**

Animal Services Department, Terry K. Kebschull, (915) 212-8742

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

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

11. 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)

#### 24-1627

#### **All Districts**

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

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

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

12. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign 24-1661 contributions by Representative Joe Molinar in the amount of \$500.00 from Oscar Leeser. Members of the City Council, Representative Joe Molinar, (915) 212-0004 13. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign <u>24-1675</u> contributions by Representative Josh Acevedo in the amounts of \$1,500 from L. Frederick Francis and \$1,000 from El Paso Electric Company Employee PAC Texas. Members of the City Council, Representative Josh Acevedo, (915) 212-0002 14. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign 24-1660 contributions by Lauren Ferris, candidate for Judge Municipal Court No. 4, in the amount of \$500.00 from Kastl Law, P.C. City Clerk's Office, Laura D. Prine, (915) 212-0049 For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign 15. 24-1665 contributions by Fabiola Campos-Lopez, candidate for District 7, in the amount of \$500.00 from David Alvidrez. City Clerk's Office, Laura D. Prine, (915) 212-0049 16. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign 24-1666 contributions by Chris Hernandez, candidate for District 7, in the amounts of \$500.00 from El Paso Association of Contractors PAC, \$2000 from El Paso Association of Firefighters Local 51, \$2500 from El Paso Municipal Police Officers \$500 from Rogelio Lopez, \$5000 from Texas Realtors PAC, \$1000 from Elizabeth Iownfield, \$500 from Adam Frank, \$2500 from Woody and Gayle Hunt, \$1250 from Gerald J Rubin, \$2000 from Paige Fox, \$1000 from Joshua Hunt, \$1500 from Miguel Fernandez, \$1000 from L. Frederick Francis, \$2000 from Steve Fox, \$1500 Blake and Nicole Anderson, and \$1000 Sue Anderson. City Clerk's Office, Laura D. Prine, (915) 212-0049 17. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign 24-1667 contributions by Alejandra Chavez, candidate for District 1, in the amounts of \$1,500 from Miguel Fernandez; \$1,500 from Kelly Tomblin, \$1,000 from Ted Houghton, \$1,000 from Lane Gaddy, \$1,000 from The El Paso Association of Fire Fighters Local 51, Inc. PAC, \$1,000 from Sundt Texas PAC, \$1,000 from Robert E Urrea, \$1,000 from Rosa Santana, \$500 from Javier Lucatero, \$500 from Adam Frank, \$1,000 from Gerald Rubin, \$1,000 from Donald Margo & Adair Margo, \$2,500 from Woody & Gayle Hunt, \$500 from Victor Arias, \$1,000 from Richard Aquilar, \$500 from Richard Lange, \$500 from Alex Del Moral, \$2,000 from Ronald Lowenfield, \$1,000 from Robert F. Foster, \$2,000 from Frederick Francis, \$1,500 from Steve Ortega, \$1,250 from Aaron Chiu, \$1,000

from Edward & Margarita Escudero, \$500 from Rogelio Lopez, \$500 from Benjamin Arriola, \$1,000 from Raul Ordaz, \$1,000 from Paige Fox, \$1,000 from Edward Houghton, \$1,000 from Gary & Cecilia Porras, and \$500 from Elia del Carmen Mares.

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

18. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Ivan Niño, candidate for District 5, in the amounts of \$1,000 from the El Paso Association of Firefighters Local 51 PAC, \$1,000.00 from the El Paso Police Officers' Municipal Association PAC, \$2,500.00 from Woody L. & Gayle G. Hunt, \$2,500.00 from L. Frederick Francis, \$500.00 from Ronald Lowenfield, \$500 from Adam Frank, \$1,250.00 from Gerald Rubin, \$250.00 from Kirk Robison, \$1,000.00 from Paige Fox, \$500.00 from Gary Porras, \$1,000.00 from Miguel Fernandez, \$1,000.00 from Steve Fox, and \$1,500.00 from Raymond and Kathy Palacios.

<u>24-1668</u>

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

#### **CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:**

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

**19.** The linkage to the Strategic Plan is subsection: 4.2 - Create innovative recreational, educational and cultural programs.

#### **Award Summary:**

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Ace Government Services, LLC, referencing Contract 2020-1081 Janitorial Services - Libraries. This change order is to increase the contract by \$83,031.00 for a total amount not to exceed \$1,852,433.46. The change is to include the Mexican American Multicultural Center (MACC) location.

#### **Contract Variance:**

Not Applicable.

Department: Libraries

Award to: Ace Government Services, LLC

City & State: El Paso, Texas

Current Contract Estimated Amount: \$1,769,402.46

Change Order Award: \$83,031.00

Total estimated Amount not to Exceed: \$1,852,433.46

Account(s): 453 - 1000 - 522060 - all divisions Funding Source(s): Libraries General Fund

District(s): All

This was a Best Value Award - unit price contract.

#### **All Districts**

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

#### **CONSENT AGENDA - BIDS:**

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

20. The linkage to the Strategic Plan is subsection: 6.5 - Deliver services timely and effectively with focus on continual improvement.

24-1644

#### Award Summary:

The award of Solicitation 2024-0620R Actuarial Services & Consulting for Fire, Police Department, and Civilian Plan to Foster & Foster Consulting Actuaries, Inc., dba Foster & Foster, Inc., for a one (1) year term and an estimated award of \$50,000,00. This contract will provide actuarial and consulting services to assist the City in complying with all provisions of HB 2664 codified as §802.1012 Texas Government Code in the review of five years of annual valuations and any experience studies regarding the El Paso Firemen's Pension Fund, El Paso Policemen's Pension Fund, and the City of El Paso Employees Retirement Trust Pension Fund.

#### **Contract Variance:**

Not applicable, new contract.

Department: Human Resources

Award to: Foster & Foster Consulting Actuaries, Inc., dba Foster & Foster, Inc.

City & State: Fort Myers, FL

Item(s): All

Initial Term:1 Year Option Term: NA

Total Contract Time: 1 Years

Annual Estimated Award: \$50,000.00

Initial Term Estimated Award: \$50,000.00

Option Term Estimated Award: NA Total Estimated Award: \$50,000.00 Account(s): 999 - 1000 - 99999 - 544050

Funding Source(s): General Fund

District(s): All

This was a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing Department and the Human Resources Department recommend award as indicated to Foster & Foster Consulting Actuaries, Inc. dba Foster & Foster, 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.

#### **All Districts**

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

#### **REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL**

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

**21.** Update and discussion on the status of the final motion of EX1 (Sunset Amphitheater) from the April 23, 2024, City Council Meeting Agenda.

**24-1669** 

#### **All Districts**

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

**22.** Update and discussion on the status of the motion of Item 1 (380 Agreement META) from the December 4, 2023, Special City Council Meeting.

24-1670

#### **All Districts**

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

#### **REGULAR AGENDA - OPERATIONAL FOCUS UPDATES**

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

23. Presentation and update from the El Paso Electric's account management process in Texas to include deposit and disconnection policy and customer assistance programs available.

**24-1664** 

#### **All Districts**

City Manager's Office, Ian Voglewede, (915) 212-1570

#### CALL TO THE PUBLIC - PUBLIC COMMENT:

Call to the Public will begin at 10:00 a.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: 970- 273-700#

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 2: Set the Standard for a Safe and Secure City

24. An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Article I (General Provisions), Section 5.03.010 (Compliance Required) to add exception for events at venues with more than 7,000 seating capacity; Section 5.03.020 (Definitions) to amend definitions of establishment and outdoor area; Article II (Permit Application Process), Section 5.03.040 (Permit Application Processing) to increase the radiuses for property owner and neighborhood association notification requirements; Article III (Denial, Suspension, Revocation and Appeals) Section 5.03.080 (Denial) to increase the radius for residential property owners to contest a permit; Article IV (Permit Standards), Section 5.03.130 (Violation) to amend the number of violations that can result in suspension or revocation of permit; Article VI (Violation, Penalty), Section 5.03.130 (Violation) to clarify that the City may seek civil action and penalties of up to \$1,000 per day; The penalty as provided in 5.03.130 of the EI Paso City Code.

#### **All Districts**

Police, Steve Alvarado, (915) 212-6026

#### PUBLIC HEARING WILL BE HELD ON DECEMBER 17, 2024

25. An Ordinance amending Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.010 (Definitions) to add definitions for low ambient reading and stadium event; Section 9.40.020 (Applicability) to clarify the reasonable sensibilities standard and exception for events at venues with more than 7,000 seating capacity; Section 9.40.030 (Sound Level Violations) to clarify the maximum sound level for "C" readings and the location of sound readings; Section 9.40.040 (Vibration) to clarify that vibration violations can occur on any affected property; Section 9.40.070 (Penalties) to clarify that the City may seek civil action and penalties of up to \$1,000 per day; Section 9.40.080 (Enforcement) to clarify which City departments have authority to enforce; The penalty as provided in Section 9.40.070 of the City Code.

#### **All Districts**

Police, Steve Alvarado, (915) 212-6026

#### PUBLIC HEARING WILL BE HELD ON DECEMBER 17, 2024

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

24-1653

24-1654

An Ordinance vacating a ten-foot Public Utility Easement (0.014 Acres of Land) located within Lot 20, Block 15, Park Hills #6 Amending, City of El Paso, El Paso County, Texas.

<u>24-1611</u>

Subject Property: 6300 Via Serena Dr. Applicant: Amy A. Nichols, SUET24-00002

#### District 1

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

#### PUBLIC HEARING WILL BE HELD ON DECEMBER 17, 2024

#### REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

**27.** The linkage to the Strategic Plan is subsection: 2.3 Increase public safety operational efficiency.

**24-1613** 

#### **Award Summary:**

Discussion and action on the award of Solicitation 2024-0640 On-Call Hotel Lodging (Re-Bid) to Rockwell American Services, Ltd., for an initial term of three (3) years for an estimated amount of \$450,000.00. The award also includes a two (2) year option for an estimated amount of \$300,000.00. The total contract time is for five (5) years for a total estimated amount of \$750,000.00. This contract will allow the Office of Emergency Management to provide temporary lodging to migrants while they await travel arrangements to their final destination.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$50,000.00 for the initial term, which represents a 7.14% increase due to a longer contract term being set in place.

Department: Fire

Award to: Rockwell American Services, Ltd.

City & State: Terrebonne, OR

Item(s): All

Initial Term: 3 Years Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: \$150,000.00 Initial Term Estimated Award: \$450.000.00 Option Term Estimated Award: \$300,000.00

Total Estimated Award: \$750,000.00

Account(s) 322 - 2720 - 22130 - 522150 - G2223SSP

Funding Source(s): Outside Contracts

District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Rockwell American Services, Ltd., the sole lowest responsive and responsible bidder.

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

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 Fire, Jonathan P. Killings, (915) 493-5609

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

28. The linkage to the Strategic Plan is subsection: 6.2 - Implement employee benefits and services that promote financial security.

#### **24-1645**

#### **Award Summary:**

Discussion and action on the award of Solicitation 2024-0648R Stop Loss Insurance to Aetna Life Insurance Company for a one (1) year term and an estimated award of \$5,733,154.00. This contract will provide services necessary to assist the City in developing a comprehensive review and plan for stop loss insurance which is self-funded and open to all full-time active employees of the City of El Paso.

#### **Contract Variance:**

Not applicable, new contract.

Department: Human Resources

Award to: Aetna Life Insurance Company

City & State: Hartford, CT

Item(s): All

Initial Term: 1 Year Option Term: NA

Total Contract Time: 1 Year

Annual Estimated Award: \$5,733,154.00 Initial Term Estimated Award: \$5,733,154.00

Option Term Estimated Award: NA Total Estimated Award: \$5,733,154.00 Account(s): 209-3500-521370-14045-P1414 Funding Source(s): Self-Insurance Fund

District(s): All

This was a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing Department and the Human Resources

Department recommend award as indicated to Aetna Life Insurance Company, 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.

#### All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092 Human Resources, Mary L. Wiggins, (915) 212-1092

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

**29.** The linkage to the Strategic Plan is subsection 7.5 Set one standard for infrastructure across the city.

24-1643

#### **Award Summary:**

Discussion and action on the award of Solicitation 2024-0319 On Call Towing of Motor Vehicles - City Owned to AD Wrecker Service, Inc. dba AD Towing & Recovery for an initial term of three (3) years for an estimated amount of \$585,000.00. The award also includes a two (2) year option for an estimated amount of \$390,000.00. The total contract time is for five (5) years for a total estimated amount of \$975,000.00. This contract will allow for the continual recovery of City owned vehicles in a consistent, safe and efficient manner.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$39,000.00 for the initial term, which represents a 7.14% increase due to additional budget amount allocated for this service.

Department: Streets and Maintenance

Award to: AD Wrecker Service, Inc. dba AD Towing & Recovery

City & State: El Paso, TX

Items: All

Initial Term: 3 Years Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: \$195,000.00

Initial Term Estimated Award: \$585,000.00 Option Term Estimated Award: \$390.000.00

Total Estimated Award \$975,000.00

Account(s) 532-3600-531250-37020-P3701 Funding Source(s): Internal Service Fund

District(s): All

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

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to AD Wrecker Service, Inc. dba AD Towing & Recovery the highest ranked bidder 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.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

#### **All Districts**

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

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

**30.** The linkage to the Strategic Plan is subsection: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

24-1612

#### **Award Summary:**

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0007 Veterinary Lab Testing to Idexx Distribution, Inc., the sole source provider and to maintain standardization for Companion Animal Products laboratory testing supplies, for an initial term of three (3) years for an estimated amount of \$1,200,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the Animal Services Department to conduct in-house medical laboratory testing.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: A decrease of \$300,000.00 which represents a 20.00% decrease due to previous contract included additional services besides laboratory testing.

Department: Animal Services Award to: Idexx Distribution, Inc. City & State: Westbrook, ME

Item(s): All

Initial Term: 3 Years Option Term: N/A

Total Contract Time: 3 Years

Annual Estimated Award: \$400,000.00 Initial Term Estimated Award: \$1,200,000.00

Option Term Estimated Award: N/A Total Estimated Award: \$1,200,000.00 Account(s): 225-2580-25120-522150

Funding Source(s): Medical - Outside Contracts

District(s): All

Non-Competitive Procurement under Local Government General Exemption:

Section 252.022 - (7) a procurement of items that are available from only one source (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Idexx Distribution, Inc., under the exemption listed above.

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

#### **All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092 Animal Services, Terry K. Kebschull, (915) 212-8742

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

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

31. An Ordinance changing the zoning of a parcel of land being the East 60 feet of Lots 13 through 17, Block 21, Second Revised Map of Sunset Heights, 914 W. Yandell Drive, City of El Paso, El Paso County, Texas from R-4/H (Residential/Historic) to R-MU/H (Residential Mixed Use/Historic) and approving a Master Zoning Plan with reduction to minimum district area required and 100% parking reduction. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

**24-1499** 

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: 914 W. Yandell

Applicant: Robert Palacios, PZRZ24-00010

#### District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Andrew Salloum, (915) 212-1603

32. An Ordinance granting Special Permit No. PZST23-00015, to allow for Infill Development with reductions to minimum lot area and minimum average lot width on the property described as Lot 2, Block 5, Mountain View, 5004 Catskill Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

**24-1500** 

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

Subject Property: 5004 Catskill

Applicant: Jaime Gallo, PZST23-00015

#### District 2

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Andrew Salloum, (915) 212-1603

33. An Ordinance changing the zoning of being Tracts 9, 10, and a portion of Tracts 8, 13, and 14, O.A. Danielson Survey No. 310, 1401 N. Zaragoza Road, City of El Paso, El Paso County, Texas from R-3 (Residential) to A-O (Apartment/Office) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

24-1504

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: 1401 N. Zaragoza

Applicant: Jorge M. Sanchez, PZRZ23-00037

#### **District 6**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Andrew Salloum, (915) 212-1603

34. An Ordinance changing the zoning of a portion of Section 13 and 14, Block 81, Township 2, Texas and Pacific Railroad Surveys, 7000 Alabama Street, City of El Paso, El Paso County, Texas from R-2 (Residential) and R-3 (Residential) to C-3 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

24-1522

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: 7000 Alabama St.

Applicant: 7000 Alabama, LLC, PZRZ24-00017

#### **District 2**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis F. Zamora, (915) 212-1552

#### <u>REGULAR AGENDA - OTHER BUSINESS:</u>

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

35. Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and The El Paso Hispanic Chamber of Commerce, a 501(c)(3) non-profit organization, to provide an incentive not to exceed \$130,000 over a two year period to the Applicant for the implementation of the Procurement Excellence Boot Camp program, which is designed to develop local entrepreneurs into qualified contractors by providing them with the knowledge and skills needed to navigate commercial, state, and federal contracting

<u>24-1642</u>

processes, thereby enabling them to scale and grow their businesses through various procurement and contracting opportunities.

#### **All Districts**

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

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

36. Discussion and action on the Resolution that the City reviewed and approves the issuance of the Contract Tax Revenue Bonds, Series 2025 by Paseo Del Este Municipal Utility District No. 1 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

<u>24-1602</u>

#### All Districts

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

37. Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to the Resolution as Exhibit A, for the Parks and Recreation Department in support of the closure of project PCP13PRKD10 - Veteran's Recreation Center Expansion and to allocate investment interest proceeds to set up budget to complete Quality of Life projects Prop # 1 - Grandview Recreation Center, project PCP13PRKD02I.

**24-1636** 

#### **All Districts**

Office of Management and Budget, K. Nicole Cote, (915) 212-1092 Parks and Recreation, Pablo E. Caballero, (915) 212-8018 Capital Improvement Department, Yvette Hernandez, (915) 212-0065

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

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

24-1638

- 1. WSP USA Environment & Infrastructure Inc.
- 2. Arcadis U.S., Inc.
- 3. Souder, Miller and Associates, Inc.

Each On-Call Agreement will be for an amount not to exceed \$300,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

#### **All Districts**

#### **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

#### <u>ADJOURN</u>

#### **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 #: 24-1651, 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 November 19, 2024, the Agenda Review Meeting of November 18, 2024, the Work Session of November 18, 2024, and the Special Meeting of July 8, 2024.

OSCAR LEESER Mayor

DIONNE MACK 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

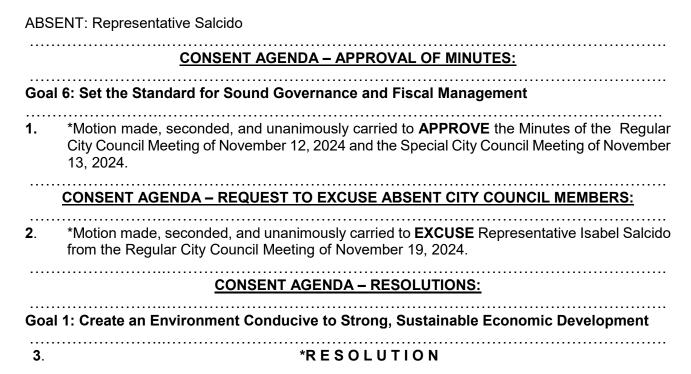
MINUTES FOR REGULAR COUNCIL MEETING
NOVEMBER 19, 2024 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:00 AM
ROLL CALL
The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:01 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Joe Molinar, and Henry Rivera. Late arrivals: Chris Canales at 9:03 a.m., Cassandra Hernandez at 9:05 a.m., and Art Fierro at 9:07 a.m. Isabel Salcido requested to be excused. Early departure: Cassandra Hernandez at 10:51 a.m.
INVOCATION BY EL PASO POLICE CHAPLAIN AND SUN VALLEY BAPTIST PASTOR DENNIS COFFMAN
TACTOR BEINIO COTT MAIN
PLEDGE OF ALLEGIANCE
MAYOR'S PROCLAMATIONS
World AIDS Day
Hunger and Homelessness Awareness Week
Transgender Day of Remembrance in the City of El Paso
Alejandro Muñoz and Andy Vargas Day – Celebrating Borderless Innovation and Opportunity
Coach Danny McKillip Day

#### **NOTICE TO THE PUBLIC**

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

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

NOT PRESENT FOR THE VOTE: Representative Hernandez



## A RESOLUTION NOMINATING TENET HOSPITALS LIMITED- PROVIDENCE MEMORIAL CAMPUS, AS A TEXAS STATE ENTERPRISE ZONE PROJECT

**WHEREAS,** the City Council of the City of El Paso ("City") has previously adopted Ordinance No. 017116 on May 26, 2009, electing to participate in the Texas Enterprise Zone Program; and

**WHEREAS,** the City adopted Ordinance No. 019667 on August 27, 2024 reaffirming its participation in the Texas Enterprise Zone Program and establishing that future program nominations of Texas State Enterprise Projects ("TEZ Project") may be approved by resolution pursuant to Sec. 2303.4051(±) of the Texas Government Code ("Code"), provided that such projects meet those requirements in accordance with Chapter 2303 of the Code; and

**WHEREAS**, the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 017116 and Ordinance No. 019667; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code ("Act"), TENET HOSPITALS LIMITED - PROVIDENCE MEMORIAL CAMPUS, has applied to the City for designation as an enterprise zone project; and

WHEREAS, the Office of the Governor Economic Development and Tourism ("EDC") through the Economic Development Bank ("Bank") will consider TENET HOSPITALS LIMITED - PROVIDENCE MEMORIAL CAMPUS, as a TEZ Project pursuant to a nomination and an application made by the City; and

**WHEREAS**, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the city and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

**WHEREAS,** the City finds that TENET HOSPITALS LIMITED - PROVIDENCE MEMORIAL CAMPUS, meets the criteria for designation as an TEZ Project under Chapter 2303, Subchapter F of the Act on the following grounds:

- TENET HOSPITALS LIMITED PROVIDENCE MEMORIAL CAMPUS, is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located inside an enterprise zone and at least 25% of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- 2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
- 3. The designation of TENET HOSPITALS LIMITED PROVIDENCE MEMORIAL CAMPUS, as a TEZ Project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, meets the criteria for tax relief and other incentives adopted by the City and nominates TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, for TEZ Project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

**WHEREAS**, the City finds that it is in full compliance with Chapter 2303, Texas Government Code prior to nomination of an eligible business; and

**WHEREAS**, the City finds that it is in the best interest of the City to TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, as a TEZ Project pursuant to the Act.

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

- That TENET HOSPITALS LIMITED PROVIDENCE MEMORIAL CAMPUS, is a
  "qualified business" as defined in Section 2303.402 of the Act, and TENET
  HOSPITALS LIMITED PROVIDENCE MEMORIAL CAMPUS meets the criteria for
  designation as a TEZ Project, as set forth in Section 2303, Subchapter F of the Act;
- 2. That the enterprise zone project shall take effect on the date of designation of the enterprise project by the agency and terminate five years after date of designation; and
- 3. That the City Manager or designee be authorized to sign any and all documents required by EDC to complete the nomination process.

### 4. \*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 Underground 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 1, Block 1, Butterfield Trail Aviation Park Unit One, El Paso County, Texas.

	aso's Quality of Life thro		
5	*R F S C	 	

WHEREAS, <u>Christian Euzarraga</u> (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the <u>OSFA Anniversary Party from 3:00 p.m. to 09:00 pm on Saturday December 14, 2024</u> (hereinafter referred to as the "Event"); and

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

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

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

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

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

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

That the closure of rights-of-way within the City of El Paso for the <u>OSFA Anniversary Party from 12:00 p.m to 11:00 p.m. on Saturday, December 14, 2024</u>, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of <u>Mesa Street between E. San Antonio and Overland Ave.</u> upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV24-00150)

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

6. \*RESOLUTION

**WHEREAS**, the Consolidated Tax Assessor/Collector of the City of El Paso ("Consolidated Tax Assessor/Collector") has entered the amount of tax as provided by Section 26.09(e) of the Texas Tax Code in the appraisal roll, creating a tax roll for entities, for which the Consolidated Tax Assessor/Collector collects taxes, a summary of which is attached hereto and incorporated herein by reference; and

**WHEREAS**, on October 8, 2024 the City adopted the 2024 Tax Roll for all entities that adopted each entity's budget or tax rate by October 1, 2024; and

**WHEREAS**, Anthony Independent School District ratified its tax rate on November 5, 2024 and certified their tax rate to the Consolidated Tax Assessor/Collector; and

**WHEREAS**, the Consolidated Tax Assessor/Collector now desires to amend and submit the revised tax roll to City of El Paso Council for approval as the final 2024 tax roll.

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

**THAT** the tax roll attached hereto as Attachment A is hereby approved and constitutes the 2024 tax roll for all entities for which the Consolidated Tax Assessor/Collector collects taxes.

ATTACHMENT A
2024 CONSOLIDATED TAX ROLL

	Unit	Total	Gross Market	Net Taxable	2024
Jurisdiction	#	Parcels	Value	Value	Levy
City of El Paso	01	243,745	74,628,594,228	54,561,796,663	415,436,248
El Paso ISD	03	108,696	35,740,900,247	21,670,135,614	217,321,700
City of Socorro	04	16,780	3,116,855,463	2,270,716,886	15,143,411
Ysleta ISD	05	68,413	16,544,791,304	8,509,416,391	100,429,940
El Paso County	06	443,336	92,229,985,319	69,267,202,704	295,301,953
El Paso Community College	07	443,295	92,204,283,259	70,707,051,767	76,212,197
University Medical Center	08	443,297	92,204,279,838	71,341,369,483	156,612,811
Socorro ISD	09	104,025	27,533,157,153	16,680,839,206	170,048,760
Clint ISD	10	125,246	3,935,855,277	2,132,769,710	23,234,084
Fabens ISD	11	5,408	564,738,727	263,038,674	2,853,023
Town of Clint	12	1,039	178,247,320	125,737,434	741,153
Horizon Regional MUD	14	110,880	3,519,913,648	2,840,647,933	18,827,446
Emergency Services District #1	15	107,536	8,259,092,264	6,956,863,842	6,956,844
Anthony ISD	16	2,113	437,302,140	248,951,324	2,195,203
Town of Anthony	17	1,905	374,727,810	290,636,527	2,582,451
Canutillo ISD	18	19,448	6,513,284,387	3,803,862,091	42,547,966
San Elizario ISD	19	7,161	721,003,809	331,590,465	2,841,244
Tornillo ISD	20	2,889	215,492,500	103,312,041	1,144,032
Haciendas Del Norte Water District	22	560	182,125,962	133,964,637	59,637
Lower Valley Water District	25	38,884	5,524,921,546	4,098,985,856	5,931,886
Emergency Services District #2	27	92,047	9,497,074,527	7,056,147,955	5,564,159
Tornillo Water District	30	2,629	205,122,024	141,650,628	119,380
Town of Horizon City	31	9,379	2,095,246,025	1,625,697,018	9,093,532
Downtown Management District	33	652	1,042,464,045	501,992,597	602,391
Paseo Del Este MUD #10	34	1,404	434,308,529	363,295,880	2,394,483
Paseo Del Este MUD #1	35	663	973,418,643	822,799,955	6,171,000
Paseo Del Este MUD #3	36	1,361	387,672,302	340,086,104	2,359,177
Paseo Del Este MUD #11	37	581	109,263,838	91,783,053	681,306
Village of Vinton	38	1,236	271,507,464	181,848,449	1,457,401
Paseo Del Este MUD #2	39	1,028	301,680,590	255,758,667	1,869,084
El Paso County WCID #4	44	3,132	301,988,182	224,635,748	300,944
Paseo Del Este MUD #5	49	1,006	299,689,576	266,990,981	1,829,422
Paseo Del Este MUD #6	50	1,035	277,243,649	220,627,683	1,654,709
Paseo Del Este MUD #7	51	1,179	267,534,896	243,720,696	1,680,211
Paseo Del Este MUD #8	52	1,479	357,699,958	327,520,770	2,056,176
Paseo Del Este MUD #9	53	1,212	313,026,889	281,760,363	1,986,411
Paseo Del Este MUD #4	55	831	127,583,952	110,300,731	827,257
City of San Elizario	56	4.512	493,970,438	344,884,572	1,203,199
City of El Paso MMD #1	57	744	53,989,375	37.801.732	94,505
HMUD Hunt Communities DA	58	1.387	230,475,180	214,334,364	482,252
HMUD Hunt Properties DA	59	39	6,852,117	6,434,092	14,477
HMUD Rancho Desierto Bello DA	60	489	83,413,925	80,915,969	182,061
HMUD Ravenna DA	63	605	141,361,652	127,039,710	285,839
HMUD Summer Sky N DA	64	2	340,986	340,986	767
Totals					\$1,599,332,131

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

REGULAR CITY COUNCIL MEETING MINUTES NOVEMBER 19, 2024

.....

#### 7. \*RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and Town of Horizon City, Texas ("Town of Horizon City"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Town of Horizon City and for which the Town of Horizon City shall pay to the City of El Paso ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat retrieved and an impound fee of SIXTY AND NO/100 DOLLARS (\$60.00) and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken ("Other Animal"), and EIGHTYFIVE AND NO/100 DOLLARS (\$85.00) and a daily handling fee of THIRTY-THREE and NO/100 DOLLARS (\$33.00) for any horse retrieved from the Town of Horizon City or by residents of the Town of Horizon City, with the possibility for automatic renewal at the rates set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

8. \*RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of Anthony, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of Anthony, for which City of Anthony shall pay to the City of El Paso an annual amount of FORTY-ONE THOUSAND ONE HUNDRED THREE DOLLARS AND NO/100 (\$41,103.00).

9. \*RESOLUTION

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

That the Citizen Participation Plan for the City of El Paso be revised, as reflected in Attachment A\*\*, to: (a) provide revisions recommended by the staff of the Department of Community and Human Development; and update current practices and procedures; (b) revise Criteria for Substantial Amendments; (c) revise Community Needs Assessment Process; (d) remove the Community Needs Advisory Committee for Citizen Participation and all mentions thereof; and (e) revise Assessment of Performance.

\*\*Attachment available at the City Clerk's Office.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

**10.** \*Motion made, seconded, and unanimously carried to **APPROVE** a tax refund to Gerardo M. Vasquez in the amount of \$2,702.54 for an overpayment made on October 8, 2024 of 2024 taxes, Geo. # V893-999-0140-5300.

.....

#### CONSENT AGENDA –NOTICE FOR NOTATION:

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

11. \*Motion made, seconded, and unanimously carried to **ACCEPT** the recommended revisions to the agenda summary form used for council and agenda review items as directed by City Council on October 22, 2024.

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

.....

**12.** \*Motion made, seconded, and unanimously carried to **NOTE** the Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of September 21, 2024 – October 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

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

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

**13.** \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Representative Joe Molinar in the amount of \$2,500.00 from Dr. Richard Teschner.

.....

**14.** \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from the El Paso Fire Fighters Association, Local 51.

.....

\*Motion made, seconded, and unanimously carried to NOTE pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Representative Josh Acevedo in the amounts of \$100 from Claudia Guzman, \$1,000 from Deborah Kastrin, \$200 from Garrett Yancey, \$250 from Jesus Duarte, \$100 from Javier Paz, \$140 from Jorge Lopez, \$500 from Daniel Anchondo, \$500 from Sara E. Priddy, \$500 from Carlos Aguilar, \$2,500 from Woody L. & Gayle G. Hunt, \$100 from David & Cynthia Flores, \$450 from Jose Padilla, \$500 from Mary Gonzalez, and \$100 from Maria Elena Montes.

**16.** \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Monica Reyes, Candidate for District 1 in the amounts of \$500.00 from Joseph C. Pickett Campaign and \$1,000.00 from Richard Zamora.

**17.** \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Tamara Davis, candidate for District 5, in the amounts of \$250.00 from Davida Manor, \$100.00 from Victoria Thompson, \$100.00 from Vanessa Cyler, \$50.00 from Josh Swizzle, \$25.00 from Wade, and \$100.00 from Alex Coman.

vanissa syisi, qos.os nem ossii swizzie, qzs.os nem vvaas, ana q ros.os nem vas seman.

\*Motion made, seconded, and unanimously carried to NOTE pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Renard Johnson, candidate for Mayor, in the amounts of \$500.00 from Erin Villaronga, \$500.00 from Ogechika Alozie, \$500.00 from Sylvia Miner, \$500.00 from Alejandra Nuno, \$500.00 from Jennifer Rae Arreola, \$500.00 from Barbara Armendariz, \$2,500.00 from Kevin Johnson, \$2,500.00 from Woody & Gayle Hunt, \$500.00 from Betty Wakefield, \$5,000.00 Emma Wollschlager, \$10,000.00 from Larry Wollschlager, \$1,000.00 from Thomas Carter, \$500.00 from Suzanne and Bruce Hubbard, \$5,000.00 from Woody & ayle Hunt, \$5,500.00 from Aaron Chiu, \$2,500.00 from Ryan McCrory, \$500.00 from Jeanette Allen, \$1,500.00 from Plumbers and Steamfitters UA 412,

\$1,000.00 from Kenia Arriola, \$2,500.00 from Johnny Escalante, \$500.00 from Patricia Gomez, \$15,000.00 from Alvin Johnson, \$500.00 from Angelica Rodriguez, \$500.00 from Brooks Vandivort, \$1,000.00 from Ryan Rodriguez, \$500.00 from Francisco Reyes, \$500.00 from Mark Soyster, \$7,500.00 from Ed and Margarita Escudero, \$500.00 from Drew Hawley, \$1,000.00 from Steven Medlock, \$1,000.00 from Shirley Melchor, \$500.00 from Angelina Morales, \$1,000.00 from Lisa Peisen, \$1,000.00 from Barbara Armendariz, \$1,000.00 from Renard Johnson, \$750.00 from Joyce Wilson, \$5,000.00 from Scott Bain, from \$500.00 from Ann Horak, \$1,000,00 from Paul Gamboa, \$950,00 from Patricia Azarcon, \$1,000,00 from Tres Lilly, \$500.00 from Jason Vourazeris, \$501.00 from Siobhan Payne, \$500.00 from Allison Glass, \$1,000.00 from Ronnie Lowenfield, \$500.00 from Daniel Rubio, \$1,025.00 from Andrew Ainsa, \$1,000.00 from William Sanders, \$500.00 from Bram Watkins, \$500.00 from Renard Johnson, \$500.00 from Robert Feinberg, \$1,000.00 from William Sanders, \$600.00 from Alvin Johnson, \$1,100.00 from Alfonso Martinez Jr III, \$500.01 from Raul Viescas, \$500.00 from Gerald Rubin, \$500.00 from Manny Quesada, \$500.00 from Hector Delgado, \$1,000.00 from Steffen Poessiger, \$500.00 from Alexandra Riccillo, \$500.00 from Ronald Lowenfield, \$500.00 from Richard Mojica, 750.00 from Edwardo Trevizo, \$500.00 from Mostafa Rifai, \$500.00 from Delgado Acosta, \$500.00 from Scott Adkins, \$2,250.00 from Renard Johnson, \$1,000.00 from Cliff Eisenberg, \$1,000.00 from Cesar Blanco, \$2,500.00 from MVT Services LLC, \$500.00 from Martha Vera, \$2,500.00 from Antonio Davalos, \$5,000.00 from Josefino Bencomo III, \$1,000.00 from Alvin Johnson, \$500.00 from Dionicio "Manny" Alvarez, \$1,650.00 from Bridget Smith, \$500.00 from Suzanne Ramos, \$500.00 from Ogechika Alozie, \$2,500.00 from International Brotherhood of Electrical Workers (IBEW) 960, \$500.00 from El Paso Association of Contractors (EPAC), \$1,000.00 from Richard Lange, \$1,000.00 from Alan Abbott, \$1,000.00 from Jack Chapman, \$500.00 from Lesley Briones, \$1,000.00 from Nolan Perez, \$500.00 from Richard De Santos, \$4,166.20 from Woody Hunt, \$100,000 Ysleta Del Sur, \$975 from Severo Hughston, and \$150,231.54 from Protect and Serve Political Action Committee.

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**19.** \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Alejandra Chavez, candidate for District 1, in the amounts of \$1,000 from The El Paso Association of Fire Fighters Local 51, Inc. PAC, \$650 from Bridget J Smith, and \$2,500 from Woody & Gayle Hunt.

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## REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

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

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**20. ITEM:** Discussion and action regarding the September 12, 2024, and October 11, 2024, El Paso Firemen and Policemen Fund Second-Tier Plan Cost-of-Living Adjustment correspondence submitted to the City Manager.

Representatives Kennedy and Hernandez commented.

Ms. Dionne Mack, City Manager, commented.

The following members of the public commented:

- 1. Mr. Tyler Grossman
- 2. Mr. Sean Shelton
- 3. Mr. Patrick Natividad
- 4. Mr. Paul Thompson

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and unanimously carried to SUPPORT a 1.5% cost of living adjustment for the Firemen and Policemen Fund Second-Tier Plan.

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

NAYS: None

ABSENT: Representative Salcido

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The Regular City Council meeting was **RECESSED** at 10:51 a.m.

The Regular City Council meeting was **RECONVENED** at 12:01 p.m.

#### **CALL TO THE PUBLIC - PUBLIC COMMENT:**

The following members of the public commented:

- 1. Ms. Elizabeth Crawford
- 2. Mr. Ron Comeau
- 3. Ms. Barbara Valencia

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

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

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

NAYS: None

ABSENT: Representative Salcido

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

21. An Ordinance changing the zoning of a portion of Tract 3, Section 10, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas from A-2/c (Apartment/condition) and C-2 (Commercial) to C-4 (Commercial) 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: Stan Roberts Sr. and US-54 Patriot Freeway Applicant: Ranchos Real IV, LTD, PZRZ24-00014

22. An Ordinance releasing a condition placed on property by Ordinance No. 016754 which changed the zoning of a portion of Tract 3, Section 10, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Stan Roberts Sr. and US-54 Patriot Freeway

Applicant: Ranchos Real IV, LTD, PZCR24-00004

23. An Ordinance changing the zoning of a portion of Lot 11, Block 5, North Loop Gardens No. 1, 7705 North Loop Drive, City of El Paso, El Paso County, Texas from A-2 (Apartment) to C-4 (Commercial), 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: 7705 North Loop Drive

Applicant: Ruben and Martha Perez, PZRZ23-00042

24. An Ordinance changing the zoning of all of Lots 17C169, 17C170, 17C171, 17C172, 17C173 and remainder of Lot 17-C-174, out of Section 8, Block 79, T-3, Texas and Pacific Railway Company Survey (T. & P. RR. CO.), City of El Paso, El Paso County, Texas from R-3 (Residential) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Vista del Sol Dr. and Joe Battle Blvd. Applicant: Lubbock Christian University, PZRZ24-00022

**25.** An Ordinance changing the zoning of a portion of Tract 1, Picnic Grove Subdivision, City of El Paso, El Paso County, Texas from M-2/sc (Heavy Manufacturing/special contract) to C-4/sc (Commercial/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: Inglewood Dr. and Alameda Ave. Applicant: Viva Property Land LLC, PZRZ24-00027

PUBLIC HEARING WILL BE HELD ON DECEMBER 17, 2024 FOR ITEMS 21 THROUGH 25

#### REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

26. Motion made by Representative Fierro, seconded by Representative Rivera, and unanimously carried to AUTHORIZE the Director of Purchasing & Strategic Sourcing Department to issue Purchase Order(s) to increase contract 2022-0618 Vehicle Offsite Fueling (Re-Bid) to Alon Brands, Inc. This change order will increase referenced contract by \$648,750.00 for a total estimated amount not to exceed \$3,243,750.00. This change order will add capacity to the current contract to increased fuel cost through the duration of the contract and while a replacement contract is awarded.

Department: Streets and Maintenance

Award to: Alon Brands, Inc.
City & State: Dallas, TX
Current Contract Estimated Amount: \$2,595,000.00

Change Order Award: \$648,750.00 Total estimated Amount not to Exceed: \$3,243,750.00

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

Funding Source(s): Internal Service

District(s):

This was a Low Bid Award – Requirements Contract.

Representative Canales commented.

Ms. Claudia Garcia, Purchasing and Strategic Sourcing Assistant Director, commented.

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

NAYS: None

ABSENT: Representative Salcido

### DECLUAD ACENDA DUDUC HEADINGS AND SECOND DEADING OF ORDINANCES.

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

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

#### 27. ORDINANCE 019686

The City Clerk read an Ordinance entitled: AN ORDINANCE AUTHORIZING THE CITY OF EL PASO TO SELL TO THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, APPROXIMATELY 0.0208 ACRE OF LAND LOCATED IN THE NELLIE D. MUNDY SURVEY NUMBER 241, EL PASO COUNTY, TEXAS.

Motion duly made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Hernandez, 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: None

ABSENT: Representative Salcido

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

#### 28. ORDINANCE 019687

The City Clerk read an Ordinance entitled: AN ORDINANCE AUTHORIZING THE CITY OF EL PASO TO SELL TO THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, APPROXIMATELY 0.5069 ACRES OF LAND LOCATED IN THE NELLIE D. MUNDY SURVEY NUMBER 241, EL PASO COUNTY, TEXAS.

Motion duly made by Mayor Pro Tempore Kennedy, 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: None

ABSENT: Representative Salcido

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

29. ORDINANCE 019688

The City Clerk read an Ordinance entitled: AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.64 (CITY EMPLOYEES' PENSION FUND), TO AMEND THE FOLLOWING: SECTION 2.64.030 (BOARD TRUSTEESMEMBERSHIP) TO CREATE SUBSECTION (D) REGARDING ADVOCATING FOR CANDIDATES IN TRUSTEE ELECTIONS; SECTION 2.64.190A (CONTRIBUTIONS) TO DELETE OBSOLETE LANGUAGE; SUBSECTION 2.64.200(B) TO ADD LANGUAGE CLARIFYING AND DEFINING "PRECEDING RETIREMENT" UNDER SECTION 2.64.200(B)(2) AND CREATE SUBSECTION 2.64.200(B)(5) TO DEFINE "PENSIONABLE GROSS CONTRIBUTIONS"; SECTION 2.64.205(A)(3)(b) (PROPORTIONATE RETIREMENT BENEFITS), TO CLARIFY YEARS THAT APPLY FOR PENSION CREDIT; SECTION 2.64.210, SUBSECTION 2.64.210A, SUBSECTION 2.64.210B, SUBSECTION 2.64.210C(1), AND SUBSECTION 2.64.210E (DISABILITY PENSIONS), SUBSECTION 2.64.210C(3) AND SUBSECTION 2.64.210C(5) TO DEFINE AND CLARIFY PENSION FOR EMPLOYEES WHO BECOME DISABLED; AND SECTION 2.64.230 (DEATH BENEFITS OF WIDOWS AND CHILDREN) TO ADD NEW SECTION (M) REGARDING PROOF OF INCAPACITATION.

Representative Molinar commented.

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

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

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

Motion duly made by Representative Fierro, 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, Molinar, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representative Salcido

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

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

30. ORDINANCE 019689

The City Clerk read an Ordinance entitled: AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.180 (NO STOPPING

## OR STANDING - TOW-AWAY ZONE), SUBSECTION A, TO ADD ITEM 119: N EL PASO STREET FROM FRANKLIN A VENUE TO W MAIN DRIVE, WEST SIDE.

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

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

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

NAYS: None

ABSENT: Representative Salcido

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

REGULAR AGENDA – OTHER BUSINESS:

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

RESOLUTION

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

WHEREAS, the City has determined it be in the best interest of the City and the public to enter into a 380 Agreement (the "Agreement") with Popular Building El Paso LLC, a limited liability company or its affiliates (the "Applicant") for the purposes of promoting economic development and furthering the public welfare in and around the City of El Paso, Texas; and

**WHEREAS**, the City desires to provide, pursuant to Chapter 380, incentives to the Applicant for the renovation and construction of a development located on the real property at 301 E. San Antonio Ave., El Paso, Texas, 79901, more fully described on the Agreement attached hereto (the "Development"), and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the Development, originally built as the home of The Popular department store was completed in 1917 and designed by famed El Paso architect Henry C. Trost, of the firm Trost & Trost, will restore this iconic building to its former glory, bring much needed housing supply to downtown El Paso, and reinvigorate the streetscape with new commercial businesses; and

**WHEREAS**, the Applicant, pursuant to 13 Tex. Admin. Code § 13, will pursue the Texas Historic Preservation Tax Credit Program for the Development; and

**WHEREAS**, in conjunction with the Agreement, it is necessary to execute a Promissory Note (the "Development Note") to outline the repayment terms for funds to be provided by the City as specified in the Agreement; and

**WHEREAS**, to secure the obligations under the Development Note, a deed of trust (the "Deed of Trust") will be executed in favor of the City, encumbering certain property as collateral,

which shall be released upon the full and satisfactory completion of the obligations set forth in the Development Note and the Agreement; and

**WHEREAS**, the City determines that the grant and loan of funds to the Applicant will serve the public purpose of enhancing the value of the local tax base; foster and support economic growth and opportunity; and to ensure new investments will market the area as a thriving place to work, live, and visit, within and around the City; and

**WHEREAS**, the City concludes and hereby finds that this Agreement promotes economic development to the general public within and around the City and meets the requirements of Chapter 380 and further, is in the best interests of the City and the Applicant to pursue same.

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

- 1. **Authority to Execute Documents**: The City Manager, or their designee, be authorized to execute, on behalf of the City, the following documents:
  - The Chapter 380 Economic Development Program Agreement by and between the City of El Paso, Texas ("City") and Popular Building El Paso LLC, or its affiliates (the "Applicant"), including all exhibits, attachments, and amendments thereto;
  - The promissory note setting forth the repayment terms of the funds to be advanced by the City under the 380 Agreement;
  - The deed of trust, which shall secure the Applicant's obligations under the Development Note, encumbering property as more fully described in the Deed of Trust; and
  - Amendments as may be required in order to support the success of this Development.
- Authority to Release Deed of Trust: Upon full satisfaction of the obligations set forth in the promissory note and the 380 Agreement, the City Manager, or their designee, is further authorized to execute and deliver a release of the deed of trust, thereby terminating the City's security interest in the property.
- 3. **Further Actions**: The City Manager, or their designee, is hereby authorized to take such further actions, execute such additional documents, establish future funding sources and make any budget transfers, and make such filings as may be necessary to carry out the intent and purpose of this Resolution.

Ms. Karina Brasgalla, Economic and international Development Interim Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. Robert Palacios, developer, commented.

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

The following members of the public commented:

- 1. Mr. William Helm
- 2. Mr. Victor Hurtado
- 3. Mr. Peter Svarzbein
- 4. Mr. Joe Gudenrath
- 5. Ms. Nadia Baem

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

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

NAYS: None

ABSENT: Representative Salcido

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

RESOLUTION

**WHEREAS**, on August 20, 2024, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2025 City budget by resolution ("Budget Resolution"); and

**WHEREAS**, Section 6 of the FY2025 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 FY2025 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 transfer, attached to this Resolution as Exhibit A, for the Capital Improvement Department in support of allocating investment interest proceeds to set up budget for Art Museum expenditures associated for the HVAC system and the closure of project PCP20PRK01I - Mckelligon Canyon Party Hall.

## Exhibit A Capital Improvement Program (CIP) Budget Transfer Request FY 2025

BT Number	Justification	Fund	Project	Increase	Funding Source
2025-0155	Closure of PCP20PRK01I McKelligon Canyon Party Hall project	4800	PCP20PRK01I	\$ (30,000	0.00) Mckelligon Canyon Party Hall
2025-0173	Set up budget for Art Museum from Investment Interest for HVAC System	4800	PCP23EPMAHVACI	\$ 750,87	0.00 MCAD Art Museum HVAC Inv

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

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

NAYS: None

ABSENT: Representative Salcido

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Fierro, and unanimously carried to **ADJOURN** this meeting at 12:12 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representative Salcido

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APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER MAYOR

DIONNE MACK 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 November 18, 2024 9:00 A.M.

The City Council met at the above place and date. Meeting was called to order at 9:02 a.m. Mayor Oscar Leeser was present and presiding. The following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Joe Molinar, Art Fierro, and Henry Rivera. Chris Canales requested to be excused. Cassandra Hernandez and Isabel Salcido were absent.
The agenda items for the November 19, 2024, Regular City Council Meeting were reviewed.
Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried to <b>ADJOURN</b> this meeting at 9:13 a.m.
AYES: Representatives Kennedy, Acevedo, Molinar, Fierro and Rivera NAYS: None ABSENT: Representatives Hernandez, Salcido, and Canales
APPROVED AS TO CONTENT:
Laura D. Prine, City Clerk

OSCAR LEESER MAYOR

**DIONNE MACK**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

## CITY COUNCIL WORK SESSION MINUTES November 18, 2024 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:05 A.M.

The City Council of the	City of El Paso me	t at the above place	and date.	Meeting was ca	alled to orde	er at
9:13 a.m. Mayor Oscar						
roll call: Brian Kenned requested to be excused					Chris Can	ales
		<u>AGENDA</u>				•
1.	C	RDINANCE 01968				•

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

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

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

WHEREAS, in response to potential street releases and partly pursuant to Emergency Ordinance No. 019333, the El Paso City-County Office of Emergency Management ("OEM") reallocated COVID-19 Operations staff to assist as migrant shelter surge staff and created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity; and

**WHEREAS**, in the Fall of 2022, at least partly pursuant to the authority contained in Emergency Ordinance No. 019333, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

**WHEREAS**, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operations of the El Paso International Airport ("EPIA") and to ensure that those operations are conducted in compliance with the rules and regulations

regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

**WHEREAS**, from time to time during the migration waves, EPIA in recent past, has become saturated with migrants awaiting air travel and has needed to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

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

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

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

**WHEREAS**, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local non-governmental organizations ("NGOs") with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; and

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

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

**WHEREAS**, the El Paso sector of U.S. Customs and Border Patrol ("CBP") had 256,102 land border encounters and over 180,581 community releases in the federal fiscal year 2024; and

**WHEREAS,** for federal fiscal year 2024, the Southwest had 2,135,005 migrant encounters; and

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

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

**WHEREAS**, there are significant public safety and security concerns related to the waves of migration, including but not limited to the risk of injury or loss of life with migrants in El Paso

streets with little or no resources on days that reach hot or cold temperatures and the inherent risks that come with increased demand on local shelters; and

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

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

**WHEREAS**, the White House issued a proclamation, effective June 5, 2024, limiting asylum eligibility, and increasing the consequences for crossing the southern border without authorization; and

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

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

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

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

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

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

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

Mayor Leeser and Representatives Molinar and Rivera commented.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Assistant Fire Chief Jorge Rodriguez

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

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

NAYS: None

ABSENT: Representatives Hernandez, Salcido, and Canales

Mayor Leeser consented to the adoption of the Emergency Ordinance.

### .....

#### **EXECUTIVE SESSION**

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 9:27 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 executive session items posted on the agenda:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

ABSENT: Representatives Hernandez, Salcido, and Canales

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 10:49 a.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

NAYS: None

ABSENT: Representatives Hernandez, Salcido, and Canales

.....

**EX1.** Maria H. Torres v. City of El Paso; Cause No.2017DCV0738 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and unanimously carried that the City Attorney's Office be **AUTHORIZED** to engage in settlement negotiations and/or settle the matter of Maria H. Torres v. City of El Paso, in Matter Number 2017DCV0738, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

ABSENT: Representatives Hernandez, Salcido, and Canales

**EX2.** Claim of Tanya Cedeno; Claim-534 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and unanimously carried that the City Attorney's Office be authorized to **DENY** the claim of Tanya Cedeno, in Matter Number 534, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

ABSENT: Representatives Hernandez, Salcido, and Canales

EVA Adrian Dallana at also the Oite of El Dana Tassas at als Oassas Na 0004DO\/0540 (554 074

**EX3.** Adrian De Luna, et al v. the City of El Paso, Texas, et al; Cause No. 2021DCV3548 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **REJECT** the settlement offer in *Adrian De Luna*, *et al v. the City of El Paso*, in Cause No. 2021DCV3548, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

ABSENT: Representatives Hernandez, Salcido, and Canales

**EX4.** Application of El Paso Electric Company for Waiver of Certain Rate Filing Package Schedules in its 2024 Rate Application; HQ#UTILITY-42 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to retain outside counsel and any other necessary expert consultants, in El Paso Electric Company's next general base rate application, referenced in *El Paso Electric Company's Application for Waiver of Certain Rate Filing Package Schedules in its Next Rate Application*, filed on July 19, 2024, under the Texas Public Utility Commission, Docket No. 56851, in Matter Number UTILITY-42, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

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

NAYS: None

ABSENT: Representatives Hernandez, Salcido, and Canales

**EX5.** Initial Application of Texas Gas Service Company, a Division of ONE Gas, Inc., for Approval of the Company's Statewide Energy Conservation Program Portfolio; RRC Case 0018221; HQ#UTILITY-54 (551.071)

.....

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

**EX6.** Discussion regarding the purchase, exchange, lease, or value of real property located in Northeast El Paso, HQ#24-3853 (551.072)

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

**EX7.** Discussion on potential economic development opportunities in East El Paso. HQ#24- 2539 (551.087)

.....

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

**EX8.** Discussion on economic development opportunities in Downtown El Paso. HQ# 24-3197 (551.087)

	NO ACTION. was taken on this item.
EX9.	Discussion on economic development opportunities in the extra-territorial jurisdiction of El Paso, HQ#24-2528 (551.087)
	Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Kennedy and unanimously carried to <b>DELETE</b> the item.
	AYES: Representatives Kennedy, Acevedo, Molinar, Fierro, and Rivera NAYS: None ABSENT: Representatives Hernandez, Salcido, and Canales
EX10.	Discussion on economic development opportunities in West El Paso. HQ# 24-3469 (551.087)
	NO ACTION was taken on this item.
	n made by Representative Rivera, seconded by Representative Molinar, and unanimously carried <b>JOURN</b> the meeting at 10:53 a.m.
	S: Representatives Kennedy, Acevedo, Molinar, Fierro, and Rivera S: None
ABSE	ENT: Representatives Hernandez, Salcido, and Canales
APPF	ROVED AS TO CONTENT:
Laura	a D. Prine, City Clerk
Laura	i.b. i filic, Oity Oloik

# El Paso, TX

## Legislation Text

File #: 24-70, 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 #: 24-1649, 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.

That the City Manager is authorized to sign the First Amendment to the Agreement for Professional Services between City and Dekker, LLC, (Consultant) whereby Consultant shall provide architect and engineering services for the design of the El Paso Fire Department Headquarters in addition to the design of the El Paso Police Department Headquarters for additional payment from City in an amount not to exceed \$409,318.00, thereby increasing the original contract price from \$4,058,587.00 to \$4,467,905.00.

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

AGENDA DATE: December 3, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME

**Yvette Hernandez, P.E., City Engineer, 212-0065** 

AND PHONE NUMBER:

DISTRICT(S) AFFECTED: Citywide

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

SUBGOAL: N/A

#### SUBJECT:

THAT the City Manager is authorized to sign the First Amendment to the Agreement for Professional Services between City and Dekker, LLC (Consultant) whereby Consultant shall provide architect and engineering services for the design of the El Paso Fire Department Headquarters in addition to the design of the El Paso Police Department Headquarters for additional payment from City in an amount not to exceed \$409,318.00, thereby increasing the original contract price from \$4,058,587.00 to \$4,467,905.00.

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

The voters of the City of El Paso approved a Public Safety Bond measure in November 2019. Key elements of the bond program are new and/or renovated public safety facilities.

The City has elected to add design services to incorporate the El Paso Fire Department Headquarters into the El Paso Police Department Headquarters Design for cost savings consideration.

#### PRIOR COUNCIL ACTION:

On July 2, 2024 award was made to Dekker, L.L.C. for professional services for the Architect and Engineering Services for the El Paso Police Department Headquarters.

#### AMOUNT AND SOURCE OF FUNDING:

Amount: \$409,318.00

Funding source: 2019 Public Safety Bond

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_\_ YES \_\_\_NO

PRIMARY DEPARTMENT: El Paso Fire Department SECONDARY DEPARTMENT: El Paso Police Department

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client

department should sign also)

#### RESOLUTION

WHEREAS, on July 2, 2024, the City of El Paso ("City") and Dekker, LLC, a Texas company ("Consultant") entered into an Agreement for Professional Services ("Agreement") wherein City engaged Consultant to provide professional architect and engineering services for the design of the El Paso Police Department Headquarters in exchange for payment from City in the amount of \$4,058,587.00; and

WHEREAS, the parties desire to amend the Agreement to require Consultant to provide architect and engineering services for the design of the El Paso Fire Department Headquarters in addition to the design of the El Paso Police Department Headquarters; and

**WHEREAS,** in exchange for the additional services, City shall pay Consultant an additional amount not to exceed \$409,318.00, thereby increasing the original contract price from \$4,058,587.00 to \$4,467,905.00.

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

**THAT** the City Manager is authorized to sign the First Amendment to the Agreement for Professional Services between City and Consultant whereby Consultant shall provide architect and engineering services for the design of the El Paso Fire Department Headquarters in addition to the design of the El Paso Police Department Headquarters for additional payment from City in an amount not to exceed \$409,318.00, thereby increasing the original contract price from \$4,058,587.00 to \$4,467,905.00.

<b>APPROVED</b> this the	day of	, 2024.
		CITY OF EL PASO:
		Oscar Leeser
ATTEST:		Mayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Poberta Bruto		Yvette Hernandez Yvette Hernandez, P.E., City Engineer
Roberta Brito		Yvette Hernandez, P.E., City Engineer
Senior Assistant City Attorney		Capital Improvement Department

# THE STATE OF TEXAS ) FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES COUNTY OF EL PASO )

This First Amendment to the Agreement for Professional Services ("First Amendment"), is made by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("Owner"), and Dekker, LLC, a Texas company ("Consultant"), collectively referred herein as "Parties".

WHEREAS, on July 2, 2024, the Parties entered in to an Agreement for Professional Services ("Agreement"); and

WHEREAS, pursuant to the Agreement, Consultant agreed to provide professional architect and engineering services for the design of the El Paso Police Department Headquarters; and

WHEREAS, the Parties now desire to amend the Agreement to add that Consultant will also provide architect and engineering services for the design of the El Paso Fire Department Headquarters; and

**WHEREAS**, in exchange for the additional work to be performed by Consultant, Owner agrees to increase the payment to Consultant by an amount not to exceed \$409,318.00, thereby increasing the total payment amount from \$4,058,587.00 to \$4,467,905.00.

#### **NOW, THEREFORE,** the Parties agree as follows:

1. The first Recital paragraph is amended in its entirety to read as follows:

WHEREAS, the Owner intends to engage the Consultant to perform services for the project known as "Architect and Engineering Services for the El Paso Police Department Headquarters and the El Paso Fire Department Headquarters", herein after referred to as the "Project", as further described in Attachment "A-1".

- 2. Section 1.1 is amended in its entirety to read as follows:
  - 1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	El Paso Police Department Headquarters Scope of Services
Attachment "A-1"	El Paso Fire Department Headquarters Scope of Services
Attachment "B"	El Paso Police Department Headquarters Consultant's Fee
	Proposal and Hourly Rates
Attachment "B-1"	El Paso Fire Department Headquarters Consultant's Fee
	Proposal and Programming

Attachment "C" El Paso Police Department Headquarters Consultant's Basic

and Additional Services

Attachment "C-1" El Paso Fire Department Headquarters Consultant's Basic

and Additional Services

Attachment "D" El Paso Police Department Headquarters Payment and

Deliverable Schedules

Attachment "D-1" El Paso Fire Department Headquarters Payment and

Deliverable Schedules

Attachment "E" Insurance Certificate

3. Section 2.1 is amended in its entirety to read as follows:

2.1 The Owner hereby agrees to retain Consultant and Consultant agrees to perform the services identified in this Agreement, and any amendment, for the Project. The Project consists of Consultant's completion of the Scopes of Services as further described in Attachment "A" and Attachment "A-1". Such Scopes of Services shall be completed in accordance with the identified phases described in Attachment "D" and Attachment "D-1".

4. Section 3.1 (Payment to Consultant) of the Agreement is amended in its entirety to read as follows:

**3.1 PAYMENT TO CONSULTANT**. The Owner shall pay to the Consultant an amount not to exceed \$4,467,905.00 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 FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within Attachment "C" and Attachment "C-1" in an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment** "B" and **Attachment** "B-1". Payments to the Consultant shall be made pursuant to **Attachment** "D" and **Attachment** "D-1".

- 5. Section 3.4 (Project Construction and Budget and Time) of the Agreement is amended in its entirety to read as follows:
  - **3.4 PROJECT CONSTRUCTION AND BUDGET AND TIME.** The Consultant acknowledges that the total project budget for the Project is \$75,990,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scopes of Services and Project budget in **Attachment "A"** and **Attachment "A-1"**. 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's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more then 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.
- 6. Section 4.1 (Period of Service) of the Agreement is amended in its entirety to read as follows:
  - **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"**; "C-1"; "D"; and "D-1".
- 7. Section 7.1 (Contract Time) of the Agreement is amended in its entirety to read as follows:
  - 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" and Attachment "D-1". 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 extent the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

- 8. Section 7.3 (Consultant's Quality of Work) of the Agreement is amended in its entirety to read as follows:
  - **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 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.
- 9. The title of **Attachment "A"** of the Agreement is amended from "Scope of Services" to "El Paso Police Department Headquarters Scope of Services."
- 10. The title of **Attachment "B"** of the Agreement is amended from "Consultant's Fee Proposal and Hourly Rate" to "El Paso Police Department Headquarters Consultant's Fee Proposal and Hourly Rates".
- 11. The title of **Attachment "C"** of the Agreement is amended from "Consultant's Basic and Additional Services" to "El Paso Police Department Headquarters Consultant's Basic and Additional Services".
- 12. The title of **Attachment "D"** of the Agreement is amended from "Payable Schedule" to "El Paso Police Department Headquarters Payment and Deliverable Schedules."
- 13. **Attachment "A"** is amended to delete "Geotechnical" and "Surveying" from the bullet-point list of services to be provided by Consultant as shown on page 1 of **Attachment "A"**.
- 14. Except as amended in this First Amendment, the Agreement remains in full force and effect.

(SIGNATURES BEGIN ON FOLLOWING PAGE.)

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

	CITY OF EL PASO:	
	Dionne Mack City Manager	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
Volesta Bisto	Chrette Hernandez	
Roberta Brito	Gvette Hernandez  Yvette Hernandez, P.E., City Engineer	
Senior Assistant City Attorney	Capital Improvement Department	
THE STATE OF TEXAS \$ \$ COUNTY OF EL PASO \$  This instrument was acknowle by Dionne Mack, as City Manager of	dged before me on this day of the City of El Paso, Texas.	, 2024,
My commission expires:	Notary Public, State of Texas	
[Consultant Sig	natures begin on the following page	

**CONSULTANT:** 

Kurt Morton

Vice President/Project Manager

THE STATE OF TEXAS

§

COUNTY OF 2 1/150

Notary Public, State of Texas

My commission expires: Declarify 28, 2024

YVETTE PEREZ
Notary Public, State of Texas
Comm. Expires 12-28-2024
Notary ID 129246038

# Attachment "A" & "A-1"

# ATTACHMENT "A" El Paso Police Department Headquarters Scope of Services

The consultant shall provide all services including but not limited to:

- Planning utilizing programming provided by the City
- Architectural design
- Site master planning
- Utility coordination
- · Traffic and pedestrian control engineering
- Interior design
- Presentation drawings for City's use including renderings
- Landscape design (hardscape and planting)
- Civil engineering
- · Mechanical and plumbing engineering
- · Fire protection engineering
- · Electrical engineering
- Structural engineering
- · Geotechnical engineering
- ADA design
- TDRL registration and RAS Inspections
- · Life safety and code analysis
- · Permitting support
- Public outreach coordination, presentation, renderings and report
- Energy modeling, building systems analysis, and commissioning as required for Green Globes certification
- Building Information Modeling (BIM)
- Exterior and parking lighting design
- Furniture, fixtures, and equipment (FF&E) coordination
- Security / force protection measures including ballistic protection, access control, intrusion detection, CCTV surveillance and recording, and Kronos clock installation
- Information technology and telecommunication design, including converged network, high density Wi-Fi, neutral host DAS
- Scheduling
- Cost estimating
- Fixture, furniture and equipment, design and specification
- Fire suppression consultation
- Sustainability consultant
- · Third party cost estimating
- Special systems
- CMAR coordination

#### 1.0 SERVICES REQUIRED

#### 1.1 Programming and pre-design documents and reports (Pre-Design Phase)

During this phase, the firm shall coordinate with stakeholders to validate the requirements for development of the El Paso Police Department Headquarters. The firm will be expected to produce space planning options using the programming analysis that has already been approved by user department. The space planning shall include but not limited to, room data sheets with room specific information such as finishes data, power etc. and adjacencies diagrams and, program efficiency reduction strategies. The firm will also need to coordinate with all utility services providers, as well as the ongoing El Paso Public Safety Complex project.

The program provided by The City accounts for existing square footage, the amount currently required, and the projected area to meet growth and changes that may be anticipated over the next 5, 10, 15 and 20 years.

- Developing design criteria of the new El Paso Police Department Headquarters: proposed 100,000 sq ft building and parking needs for corresponding staff.
- Exterior and vehicle spaces (e.g., open material storage, vehicle circulation, employee parking, agency vehicle parking, visitor parking).
- Site spaces (e.g., landscaping, setbacks and stormwater management). Submit preliminary space needs program for review.
- Identify Green Globes opportunities to be used for planning and designing the facility.
- Develop preliminary bubble diagrams:
  - Preliminary bubble diagrams based on the information provided by the City.
- Prepare Programming Report:
  - Prepare a Facility Program Report to include a narrative description of all functional areas and operations, staff and vehicle projections, and the space program.
  - Address strategies for flexibility, centralization versus decentralization, phasing, future growth, expansion, sustainability considerations and Green Globes certifiable.

#### Deliverables:

- · Preliminary design concept
- Room data sheets
- Programming report (delivered electronically via pdf) including:
  - o Project overview / executive summary
  - Blocking and stacking diagram
  - Operational analysis

### 1.2 Schematic Design (Preliminary) Phase 30%

During the schematic design phase, the firm shall complete a Basis of Design Report to include preliminary design analysis and supporting engineering calculations. It is within this phase that the firm shall survey, investigate and discover all site conditions that may affect the design or project function, permitting, budget or schedule. It is also within this phase that the firm will have had identified all requirements to commence design with accurate assumptions. The firm will be expected to produce architectural renderings.

The Schematic Design submittal shall include, but not be limited to the following:

- Cover sheet with code and permit summary (40% complete)
- Architectural plan and details (minimum 30% complete)
- Civil engineering plan and details (50% complete)
- Mechanical and plumbing plan and details (30% complete)
- Structural plan and details (30% complete)
- Electrical plan and details (30% complete)
- Horizontal control plan (90% complete)
- Construction notes (35% complete)
- Storm water pollution prevention plan (75% complete)
- Site plan (40% complete)
- Grading plan (50% complete)
- Landscape plan (30% complete)
- Typical landscape details (30% complete)
- Preliminary irrigation layout (30% complete)
- Typical irrigation details (30% complete)
- Outline of specs (90% complete)
- Construction cost estimates

#### 2.0 DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

#### 2.1 Design Development (Pre-Final Design) Phase

The firm shall submit the following Design Development Phase submittal as applicable:

- Coversheet/ code data (100% complete)
- Architectural plan and details (60% 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)
- Horizontal control plan (100% complete)
- Construction notes (90% complete)
- Storm water pollution prevention plan (100% complete)
- Typical construction details (75% complete)
- Special construction details (75% complete)
- Site plan (60% complete)
- Grading plan (95% complete)
- Landscape plan (60% complete)
- Typical landscape details (60% complete)
- Special landscape details (60% complete)
- Pre-final irrigation layout 60% complete)
- Typical irrigation details (60% complete)
- Special irrigation details (60% complete)
- Outline of specs (100% complete)

- Technical specification (50% complete)
- Construction cost estimates

#### o 2.1.1- Pre-construction services

The department intends to implement the construction of the project through a CMAR delivery method. The City intends to procure a Construction Manager at Risk ("CMAR") during the schematic design (30%) design phase of the project for pre-construction services. The firm is required to work directly for the City and with the CMAR selected by the City in an active and collaborative manner to address schedule, constructability and budget. The specific services required during this phase are:

- a) Coordination with the CMAR Contractor selected for this project, and at minimum shall meet with the CMAR Contractor twice a month to discuss the status of the design and key issues.
- b) Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress Design Development Documents. This includes coordination and review with the City.
- c) Prepare detailed and coordinated drawings and specifications for bidding purposes as needed by the CMAR.
- d) Coordinate with the Owner and CMAR to recommend and develop value Engineering costs, options and solutions. Pre-constructions services will continue after GMP is awarded to work with CMAR to ensure final design (100%) construction documents are completed.
- Review budget submittals with the Owner and CMAR and assist in addressing budget impacts and/or scope creep resulting in budget impacts.

#### 2.2 Final Design (90% Construction Documents)

The firm shall submit, at a minimum, the following Final Design Phase Submittal, as applicable:

- Cover sheet (100% complete)
- Architectural plan and details (90% complete)
- Civil engineering plan and details (90% complete)
- Mechanical and plumbing plan and details (90% complete)
- Structural plan and details (90% complete)
- Electrical plan and details (90% complete)
- Horizontal control plan (100% complete)
- Construction notes (90% complete)
- Storm water pollution prevention plan (100% complete)
- Typical construction details (90% complete)
- Special construction details (90% complete)
- Site plan (90% complete)
- Grading plan (90% complete)
- Landscape plan (90% complete)
- Typical landscape details (90% complete)
- Special landscape details (90% complete)
- Irrigation, typical and special details (90% complete)
- Specifications (90% complete)

#### 2.3 Final Design (100% Construction Documents)

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover sheet (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)
- Horizontal control plan (100% complete)
- Construction notes (100% complete)
- Storm water pollution prevention plan (100% complete)
- Typical construction details (100% complete)
- Special construction details (100% complete)
- Site plan (100% complete)
- Grading plan (100% complete)
- Landscape plan (100% complete)
- Typical landscape details (100% complete)
- Special landscape details (100% complete)
- Irrigation, typical and special details (100% complete)
- Specifications (100% complete)

#### 2.4 Community Engagement and Public Outreach

Consultant shall provide a comprehensive community engagement strategy document that outlines objectives, key messages, target audiences and methods of engagement. The firm shall assist the City with public outreach activities providing plans, exhibits and renderings showing the improvements. The firm shall be responsible to attend and make a presentation of the improvements and answer questions.

Consultant shall provide at least one meeting per district for planning and design phase design phase and a maximum of three public meetings with presentations renderings to be presented to the public.

#### 2.5 Design Analysis

Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

#### 2.6 City Design Review

At completion of each design phase, the firm shall make documents available electronically, including a copy of design review documentation (redlines), to the City and stakeholder will review via similar PDF markup and editing software. City departments will have two weeks for review. After City Design review, the city will allocate the numbers of days the consultant will have.

If the City determines that the submittal does not comply with the above-required completion percentages, the firm shall resubmit in accordance with the above requirements. After the comments have been provided by City staff and addressed by the firm, the firm shall electronically submit the revised design package to the City within five (5) business days.

Consultant will provide information and be present at City Design Review meetings to answer any questions and or concerns from City engineer and or stakeholders in order to move the project to next phase.

#### 2.7 Document formats, distribution and ownership

Throughout the phase submittals and in advance of construction, the firm shall make available to the City at no extra charge, all electronic project document files in native format including CAD and Building Information Model files including renderings.

#### 2.8 Bidding, permitting and Construction Administration

2.8.1 For bidding purposes, the firm shall submit to the CMAR PDFs, AutoCAD and BIM files of the construction drawings, technical specifications, and scope of work. Design firm will work with the CMAR after GMP (60%) to ensure design and specifications meets the cost of work to complete construction documents. The firm shall coordinate with the CMAR to identify and include bid alternates when applicable and/or by requested by the Owner, receive RFI's and prepare / assist in issuance of any addenda.

After bid opening and before the preconstruction meeting the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

In advance of construction the firm shall make all design phase submittals available to the City at no extra charge, in native format including CAD and Building Information Model files.

#### 2.8.2 Permitting

The firm is responsible to submit stamped construction drawings to the Building, Planning and Inspections department and/or authorities having jurisdiction for review and approval. The firm is also responsible to provide and/or address any comments and revisions required in order to obtain BP&I (building, permitting and Inspections) stamp and approval.

- 2.8.3 During the construction phase, the designer shall assist the City with the following items:
  - Respond to requests for information from the contractor (RFIs).
  - Provide advice and recommendations to the City.
  - Provide contract drawing modifications for permit revisions (as required).
  - Review contractor technical submittals and shop drawings in a timely matter.
  - Attend weekly construction meetings with CMAR and Coty Representatives (as required).
  - Visit site and provide written observation reports (as required).
  - Advise the City on validity of all request for change orders.
  - Prepare independent cost estimates on all request for change orders.
  - Participate in substantial completion inspection and provide punch list to the City.
  - · Participate in final completion inspection.
  - · Produce and provide an electronic copy (PDF and CAD) of "as-built" record drawings.

During construction project closeout the firm shall produce and provide as-built drawings in an electronic format.

#### Attachment "A-1"

#### El Paso Fire Department Headquarters Scope of Services

The consultant shall provide all services including but not limited to:

- The design and construction administration services of The El Paso Fire Department Headquarters building include but are not limited to:
  - Combine El Paso Police Department Headquarters and El Paso Fire Department Headquarters into one building with share spaces to maximize space and maintain programming functionality
  - Architectural design and Engineering services including programming verification, schematic design phase (30% design), final design phase (90% construction documents), final design phase (100% construction documents)
  - o Interior design
  - Civil Engineering & surveying
  - Mechanical, Electrical and plumbing Engineering
  - Utility coordination
  - Fire protection engineering
  - Structural Engineering
  - o ADA Design including TDRL registration and RAS Inspections
  - Life safety and code analysis
  - Energy modeling, building systems analysis, and commissioning as required for Green Globes II certification
  - Security/ force protection measures, access control, intrusion detection, CCTV surveillance and recording, and Kronos clock coordination
  - Information technology and telecommunication design, including converged network, high density Wi-Fi, neutral host DAS
  - Cost estimating
  - o Furniture, fixtures, and equipment (FF&E) coordination
  - Community engagements
- The El Paso Fire Department Headquarters' construction administration services include but are not limited to:
  - Permitting support
  - Support during bidding phase
  - Coordination with CMAR during pre-construction
  - Provide responses to Request for Information
  - Submittal review
  - o Provide Architectural Supplement information (ASIs) as needed
  - o Attend construction meetings
  - o Schedule review
  - Closeout documentation support (As builds, O&M's review)
- Coordination with Design-Build Team of El Paso Public Safety training Academy project for location of facility entrances and site circulation and utilities connections to the PDHQ and FDHQ.
  - El Paso Public Safety Training Academy's design build team will perform site Development including design, surveying and geotechnical engineering for both El Paso Police Dept. Headquarters and El Paso Fire Dept. Headquarters.

#### 1.0 SERVICES REQUIRED

#### 1.1 Programming and pre-design documents and reports (Pre-Design Phase)

During this phase, the firm shall coordinate with stakeholders to validate the requirements for development of the El Paso Fire Department Headquarters. The firm will be expected to produce space planning options using the programming analysis/bridging document portion of Fire Headquarters including component diagrams that has already been approved by user department. The space planning shall include but not limited to, room data sheets with room specific information such as finishes data, power etc. and adjacencies diagrams and, program efficiency reduction strategies. The firm will also need to coordinate with all utility services providers, as well as the ongoing El Paso Public Safety Training Academy project.

The program provided by The City accounts for existing square footage, the amount currently required, and the projected area to meet growth and changes that may be anticipated over the next 5, 10, 15 and 20 years.

- Developing design criteria of the new El Paso Fire Department Headquarters: proposed 34,410 sq. ft. building to accommodate offices spaces, finance area, Human Resources area, Facility Oversight program area, Operations Research Program Area, Fire Medical Research area, Fire Prevention area, shared spaces, IT, Mechanical and Janitor areas.
- Site spaces (e.g., landscaping, setbacks and stormwater management). Submit preliminary space needs program for review.
- Identify Green Globes opportunities to be used for planning and designing the facility.
- Develop preliminary bubble diagrams:
- Prepare Programming Report:
- o Prepare a Facility Program Report to include a narrative description of all functional areas and operations, staff and vehicle projections, and the space program.
- o Address strategies for flexibility, combined spaces of both buildings, centralization versus decentralization, phasing, future growth, expansion, sustainability considerations and Green Globes certifiable.

#### 1.2 Schematic Design (Preliminary) Phase 30%

During the schematic design phase, the firm shall complete a Basis of Design Report to include preliminary design analysis and supporting engineering calculations. It is within this phase that the firm shall survey, investigate and discover all site conditions that may affect the design or project function, permitting, budget or schedule. It is also within this phase that the firm will have had identified all requirements to commence design with accurate assumptions. The firm will be expected to produce architectural renderings.

The Schematic Design submittal shall include, but not be limited to the following:

- Cover sheet with code and permit summary (40% complete)
- Architectural plan and details (minimum 30% complete)
- Civil engineering plan and details (50% complete)
- Mechanical and plumbing plan and details (30% complete)
- Structural plan and details (30% complete)
- Electrical plan and details (30% complete)

- Horizontal control plan (90% complete)
- Construction notes (35% complete)
- Storm water pollution prevention plan (75% complete)
- Site plan (40% complete)
- Grading plan (50% complete)
- Outline of specs (100% complete)
- Construction cost estimates

#### 2.0 Design Development (Pre-Final Design) Phase

#### 2.1 Design Development (Pre-Final Design) Phase

The firm shall submit the following Design Development Phase submittal as applicable:

- Coversheet/code data (100% complete)
- Architectural plan and details (60% 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)
- Horizontal control plan (100% complete)
- Construction notes (90% complete)
- Storm water pollution prevention plan (100% complete)
- Typical construction details (75% complete)
- Special construction details (75% complete)
- Site plan (60% complete)
- Grading plan (95% complete)
- Outline of specs (100% complete)
- Technical specification (50% complete)
- Construction cost estimates

#### 2.1.1 Pre-construction services

The department intends to implement the construction of the project through a CMAR delivery method. The City intends to procure a Construction Manager at Risk ("CMAR") during the schematic design (30%) design phase of the project for pre-construction services. The firm is required to work directly for the City and with the CMAR selected by the City in an active and collaborative manner to address schedule, constructability and budget.

The specific services required during this phase are:

- a) Coordination with the CMAR Contractor selected for this project, and at minimum shall meet with the CMAR Contractor twice a month to discuss the status of the design and key issues.
- b) Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress Design Development Documents. This includes coordination and review with the City.
- c) Prepare detailed and coordinated drawings and specifications for bidding purposes as needed by the CMAR
- d) Coordinate with the Owner and CMAR to recommend and develop value Engineering costs, options and solutions. Pre-constructions services will continue after GMP is awarded to work with CMAR to ensure final design (100%) construction documents are completed.

e) Review budget submittals with the Owner and CMAR and assist in addressing budget impacts and/or scope creep resulting in budget impacts.

#### 2.2 Final Design (90% Construction Documents)

The firm shall submit, at a minimum, the following Final Design Phase Submittal, as applicable:

- Cover sheet (100% complete)
- Architectural plan and details (90% complete)
- Civil engineering plan and details (90% complete)
- Mechanical and plumbing plan and details (90% complete)
- Structural plan and details (90% complete)
- Electrical plan and details (90% complete)
- Horizontal control plan (100% complete)
- Construction notes (90% complete)
- Storm water pollution prevention plan (100% complete)
- Typical construction details (90% complete)
- Special construction details (90% complete)
- Site plan (90% complete)
- Grading plan (90% complete)
- Specifications (90% complete)

#### 2.3 Final Design (100% Construction Documents)

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover sheet (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)
- Horizontal control plan (100% complete)
- Construction notes (100% complete)
- Storm water pollution prevention plan (100% complete)
- Typical construction details (100% complete)
- Special construction details (100% complete)
- Site plan (100% complete)
- Grading plan (100% complete)
- Technical Specifications (100% complete)

#### 2.4 Community Engagement and Public Outreach

Consultant shall provide a comprehensive community engagement strategy document that outlines objectives, key messages, target audiences and methods of engagement. The firm shall assist the City with public outreach activities providing plans, exhibits and renderings showing the improvements. The firm shall be responsible to attend and make a presentation of the improvements and answer questions.

Consultant shall provide at least one meeting per district for planning and design phase design phase and a maximum of three public meetings with presentations renderings to be presented to the public.

#### 2.5 Design Analysis

Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

#### 2.6 City Design Review

At completion of each design phase, the firm shall make documents available electronically, including a copy of design review documentation (redlines), to the City and stakeholder will review via similar PDF markup and editing software. City departments will have two weeks for review. After City Design review, the city will allocate the numbers of days the consultant will have.

If the City determines that the submittal does not comply with the above-required completion percentages, the firm shall resubmit in accordance with the above requirements. After the comments have been provided by City staff and addressed by the firm, the firm shall electronically submit the revised design package to the City within five (5) business days.

Consultant will provide information and be present at City Design Review meetings to answer any questions and or concerns from City engineer and or stakeholders in order to move the project to next phase.

#### 2.7 Document formats, distribution and ownership

Throughout the phase submittals and in advance of construction, the firm shall make available to the City at no extra charge, all electronic project document files in native format including CAD and Building Information Model files including renderings.

### 2.8 Bidding, permitting and Construction Administration

#### 2.8.1

For bidding purposes, the firm shall submit to the CMAR PDFs, AutoCAD and BIM files of the construction drawings, technical specifications, and scope of work. Design firm will work with the CMAR after GMP (60%) to ensure design and specifications meets the cost of work to complete construction documents. The firm shall coordinate with the CMAR to identify and include bid alternates when applicable and/or by requested by the Owner, receive RFI's and prepare/ assist in issuance of any addenda.

After bid opening and before the preconstruction meeting the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

In advance of construction, the firm shall make all design phase submittals available to the City at no extra charge, in native format including CAD and Building information Model files.

#### 2.8.2 Permitting

The firm is responsible to submit stamped construction drawings to the Building, Planning and Inspections department and/or authorities having jurisdiction for review and approval. The firm is also responsible to provide and/or address any comments and revisions required in order to obtain BP&I (Building, Permitting and Inspections) stamp and approval.

- **2.8.3** During the construction phase, the designer shall assist the City with the following items:
  - Respond to requests for information from the contractor (RFIs).
  - Provide advice and recommendations to the City.
  - Provide contract-drawing modifications for permit revisions (as required).
  - Review contractor technical submittals and shop drawings in a timely matter.
  - Attend weekly construction meetings with CMAR and City Representatives (as required).
  - Visit site and provide written observation reports (as required).
  - Advise the City on validity of all request for change orders.
  - Prepare independent cost estimates on all request for change orders.
  - Participate in substantial completion inspection and provide punch list to the City.
  - Participate in final completion inspection.
  - Produce and provide an electronic copy (PDF and CAD) of "as-built" record drawings.

During Construction project closeout the firm shall produce and provide as-built drawings in an electronic format.

# Attachment "B" & "B-1"

## **ATTACHMENT "B"**

El Paso Police Department Headquarters Consultant's Fee Proposal and Hourly Rates

DPSDESIGN.ORG

May 3, 2024 May 9, 2024 May 28, 2024 June 3, 2024 June 10, 2024 - REVISED DEKKER PERICH SABATIN

Architecture in Progress

Marcella A. Attolini Urban Design Manager City of El Paso – Capital Improvement Department City 2 – 218 N. Campbell, 2<sup>nd</sup> Floor El Paso, TX 79901

Re: Solicitation #2024-0351R Architect and Engineering Services for the El Paso Police Department Headquarters

Dear Ms. Attolini:

Thank you for the opportunity to submit this fee proposal to provide architectural and engineering services for the El Paso Police Department Headquarters. The following is a description of our understanding of the requirements for the design of this new facility based on RFQ #2024-0351R and a follow-up meetings held with City of El Paso representatives on April 26 and May 23, 2024.

#### PROJECT UNDERSTANDING AND SCOPE OF WORK:

Dekker Perich Sabatini (DPS) understands the City of El Paso intends to construct a new Police Department Headquarters (PDHQ) on a campus with the new Public Safety Training Academy and Fire Department Headquarter (PSTA+FDHQ) complex on Martin Luther King Jr Blvd in northeast El Paso. We understand the project has a construction budget of \$60,990,000 and is to be planned as a 100,000 sf facility inclusive of the programmatic spaces shared with DPS at the conclusion of the meeting on April 26. The specifics of the facility program will be determined through programming phase meetings with the City and Police Department. We anticipate working closely with the City and the Police Department along with the Design/Build team for the PSTA+FDHQ to determine the optimal location on the new campus for the PDHQ in relationship with other functions of the PSTA+FDHQ and coordinate with the D/B team for site requirements to create a cohesive campus.

We understand the City of El Paso intends to procure a Construction Manager at Risk (CMAR) for the construction of the project. DPS will be available to assist with the selection of the CMAR, if requested, and we will work closely with the CMAR during the Pre-Construction phase of the CMAR's services to develop the design within the City's available budget.

We understand off-site utility extensions, Traffic Impact Analysis (TIA), TXDOT coordination, and clearing of unexploded ordnances (UXO) for the PSTA+FDHQ and PDHQ campus will be planned and included in the scope of the Design/Build team's work. We will fully participate in the coordination of these requirements with the planning and design requirements of the PDHQ.

#### SCOPE OF SERVICES:

DPS will provide as Basic Services and Supplemental Services, planning and design services as required under Section II of *Exhibit A* – RFQ Solicitation #2024-0351R inclusive of all consultants listed under Section III for the complete design of the new PDHQ. These services will include Programming (Pre-Design), Schematic Design (SD), Design Development (DD), Construction Documents (CD), Bidding & Negotiation/Permitting (BN), and Contract Administration (CA).

We anticipate CMAR Pre-Construction phase coordination to begin during Design Development and continue through the completion of Construction Documents. DPS will review CMAR cost estimates during design and work with the CMAR and City to present options and incorporate approved revisions to the project scope to keep the CMAR's GMP within the allowable budget.

We will submit stamped Construction Documents for permitting to the City's One-Stop Shop and respond to all comments required to secure a building permit for the project.

During construction phase we will provide all required services outlined under Section 2.8.3 of Exhibit A – RFQ Solicitation #2024-0351R.

#### CONSULTANTS

The following consultants are included in this proposal:

- 1. Public Safety Consulting Architects: Crime Lab Design + SCHRADER GROUP
- 2. Interior Design: Dekker Perich Sabatini
- 3. Structural Engineering: Dekker Perich Sabatini
- 4. Civil Engineering: Quantum Engineering Consulting, Inc.
- 5. Landscape Architecture: Dekker Perich Sabatini
- 6. Communications (IT/AV/Security and Surveillance): DataCom Design Group, LLC
- 7. MEP Engineering: DBR Engineering Consultants, Inc.
- 8. Cost Estimating: CRM Cost Consulting, Inc.
- 9. Registered Accessibility Specialist: RASADAZZLE, LLC
- 10. Site Survey: Souder, Miller & Associates
- 11. Geotechnical Engineer: Terracon Consultants, Inc.

#### COMPENSATION

Our compensation is based on our understanding of the programmatic spaces required for the project will be closely aligned with the program file provided to DPS following our meeting on April 26. We understand a Crime Lab and Armory are excluded from this project.

We have based our fee on an assumed construction cost of \$60,990,000.

	Lump Sum
Basic Design Services - Pre-Design though CD Phases*	\$ 2,491,852
Basic Services – Time and Materials BN through CA (T&M)*	\$ 912,012
Supplemental Design Services – Pre-Design through CD Phases**	\$ 369,168
Supplemental Services – Time and Materials BN through CA (T&M)**	\$ 85,545
Supplemental Engineering Services***	\$ 127,500
Subtotal	\$ 3,986,077
Reimbursable Expenses****	\$ 72,510 Not-to-Exceed
Grand Total	\$ 4,058,587

<sup>\*</sup>Basic Services include: architecture, interior design, structural, mechanical, electrical, plumbing and civil engineering

- · Travel, lodging, and associated meal expenses for specialty design consultants
- · Document printing for client reviews and presentations and shipping costs

	Total: 100% -	\$ 3.986.077
	Phase 8: Closeout (T&M) -	\$ 64,458
	Phase 7: Contract Administration (T&M) -	\$ 840,880
	Phase 6: Bidding, Permitting (T&M) -	\$ 92,220
	Phase 5: Final Design (100% Construction Documents) -	\$ 298,654
	Phase 4: Final Design (90% Construction Documents) -	\$ 789,381
	Phase 3: Design Development Phase (60% Design) -	\$ 969,851
	Phase 2: Schematic Design Phase (30% Design) -	\$ 689,489
	Geotechnical Engineering & Site Survey	\$ 127,500
	Phase 1: Programming Phase (Pre-Design) -	\$ 113,645
BR	EAKDOWN OF FEE PER PHASE	Phase Fee

<sup>\*\*</sup>Supplemental Design Services include landscape design, telecommunications design, cost estimating, Registered Accessibility Specialist, and CMAR coordination during Pre-Construction phase.

<sup>\*\*\*</sup>Supplemental Engineering Services include Geotechnical Engineering and Site Survey.

<sup>\*\*\*\*</sup>Reimbursable expenses are additional to the fee quoted above and will be billed at cost (no mark-up). Reimbursable expenses include:

#### **OVERALL PROJECT SCHEDULE**

Based on the schedule provided in **Exhibit A** – RFQ Solicitation #2024-0351R, we anticipate a design schedule as follows:

scriedule as follows.	
Notice-to-Proceed	July 2, 2024
Programming (Pre-Design)	(4 weeks) July 30, 2024
City Review	(2 weeks) August 13, 2024
Schematic Design	(13 weeks) November 12, 2024
City Review	(2 weeks) November 26, 2024
Design Development	(17 weeks) March 25, 2025
City Review	(2 weeks) April 8, 2025
Construction Documents (90% Final)	(13 weeks) July 8, 2025
City Review	(2 weeks) July 22, 2025
Construction Documents (100% Final)	(4 weeks) August 19, 2025
City Review	(2 weeks) September 2, 2025
Bidding and Negotiation	

#### **ASSUMPTIONS**

- Clearing of unexploded ordnances (UXO) will be provided under separate contract and site will be cleared prior design team initiating site activities.
- Traffic Impact Analysis (TIA) for the PDHQ will be combined with the required TIA for the PSTA+FDHQ and all TXDOT required improvements to Martin Luther King Jr. Blvd will be improved as part of combined facility. DPS will coordinate for PDHQ with PSTA+FDHQ D/B team.
- Off-site utilities will be designed and constructed as part of the PSTA+FDHQ project and are not part of the scope of work of the PDHQ. DPS will coordinate for PDHQ with PSTA+FDHQ D/B team.
- 3<sup>rd</sup> Party Building Systems Commissioning to be contracted directly by the City of El Paso. DPS can assist in procuring these services, if needed.
- Project will be designed to be certifiable under the Green Globes program, but the City does not
  intend to pursue certification under any sustainability certification program.
- Cost estimates will be provided at the conclusion of each design phase.
- Time & Materials (T&M) amounts based on assumptions of 8 weeks for Bidding Phase, 70 weeks for Contract Administration Phase, and 4 weeks for Closeout Phase. If phase durations extend beyond the allotted periods, additional fee for time may be required.

#### **EXCLUSIONS**

- All activities related to locating, identifying, and clearing of potential unexploded ordnances is excluded from this scope of work.
- · Resident Project Representative (RPR) services
- · Traffic Impact Analysis and traffic engineering services
- · Traffic signal design
- · TXDOT requirements for modifications along Martin Luther King Jr. Blvd
- · Re-zoning of property
- Off-site utility design
- · Off-site drainage studies
- Environmental reports
- FEMA analysis and flood plain remapping, if applicable
- Permitting fees
- Commissioning of Building Systems
- · Site and building wayfinding signage beyond code required signage
- · Development of exhibits required for certification under any certification programs

We will invoice monthly based on our percentage of completion. Payments are due and payable thirty (30) days from the date of the invoice. All amounts unpaid one month after the invoice date shall accrue interest at a rate of 1.50% per month, but not to exceed the applicable maximum lawful interest rate in the jurisdiction in which the project is located.

We thank you for this incredible opportunity to serve the City of El Paso on this exciting and important project. Please let us know if the terms of this proposal are acceptable. Should you have any questions or additional requests, please do not hesitate to contact me on my cell at 806-236-3720.

Sincerely,

DEKKER PERICH SABATINI, LLC

C. Barry Taylor, AIA

Principal

Attachments: Exhibit A

#### ATTACHMENT "B"

			-	TTACHMI	ENT "B"						
TASKS:							C044 C			Dhase	Phase Totals Basic
Basic Services		DPS	CLD+SG	Quantum	DBR	DataCom	CRM Cost Consulting	RASADAZZLE	Terracon	Phase - Totals	+ Supplemental Design Services
	Part III	\$47,560	\$46,510	\$13,545	\$6,030	DataCom	Consuming	IVISHUPEZEE	remacon	\$113,645	\$113,645
Programming - Pre-Davign	4 Weeks	\$361,530	\$181,460	\$13,345	\$67,350					\$624,535	\$689,489
Providence of the Control of the Con	17 Weeks	\$563,040	\$123,058	\$31,235	\$135,350					\$852,683	\$969,851
Design Development (60% Design) Final Design (90% CD)	13 Weeks	\$420,160	\$79,106	\$9,790	\$133,455					\$642,511	5789,381
Final Design (190% CD)	4 Weeks	\$132,880	\$27,138	\$6,310	\$92,150					\$258,478	\$298,654
Bidding & Permitting	8 Weeks	\$53,540	\$9,554	\$2,975	\$15,810					\$81,879	\$92,220
	O Hickory	\$559,475	\$85,778	\$12,870	\$110,950					\$769,073	\$840,880
Closeout	4 Weeks	\$19,220	\$6,730	\$1,980	\$13,130					\$61,060	\$64,458
Coperat	Consultant Totals	\$2,177,405	\$559,334	592,900	\$574,225				\$0	\$3,403,864	\$3,858,577
upplemental Desgin Service	ror.	DPS	CLD+5G	Outantum	DBR	Data Carr	A Cont Consul	RASADAZZLE		Phase Totals	
			CLD+3G	Quantum		DataCom	1 Cost Consul	RASADAZZLE			
Plagramming - Are Design	4 Missis	\$44,200			\$0	***	44.000			\$0 \$64,954	
Company of the Company	171Marks	\$83,300			\$2,100	\$15,054	\$3,600			\$117,168	
Design Development (60% Design)  Final Design (90% CD)	17 Weeks	\$63,700			\$4,060 \$4,200	\$24,608 \$75,270	\$5,200	\$3,700		\$146,870	
Final Design (100% CO)	4 Wanks	\$19,600			\$2,800	\$14,776		\$3,000		\$40,176	
8 dding & Permitting	8 Weeks	\$3,900			\$2,800	\$6,161		\$3,000		\$10,341	
eldding & Permitting	D VVEUNS	\$46,375			\$140	\$22,292		\$3,000		\$71,807	
Closeout	4 Wireks	\$2,300			5280	5818		\$3,000		\$3,398	
	Consultant Totals	\$263,375		\$0	\$13,860	\$158,978	\$8,800	\$9,700		\$454,713	
				Souder			CRM Cost			Phase	
Supplemental Engineering:	Services	DPS	CLD+SG	Miller	DBR	DataCom	Consulting	RASADAZZLE	Terracon	Totals	
Programming - Pro-Design	4 Weeks			\$25,000					\$102,500	\$127,500	
										\$0	
Design Development (60% Design)	17 Weeks									\$0	
Final Design (90% CD)	13 Weeks									50	
Final Design (100% CD)	4 Weeks									\$0	
Bidding & Permitting	8 Weeks									\$0	
										\$0	
Closeout	4 Weeks									\$0	
	Consultant Totals			\$25,000					\$102,500	\$127,500	
	Basic + Supplemental Services	\$2,440,780	\$559,334	\$117,900	\$588,085	\$158,978	\$8,800	\$9,700	\$102,500	\$3,986,077	
	Reimbursable Expenses	\$5,000	\$57,510			\$10,000				\$72,510	
	Consultant Totals + Expenses	\$2,445,780	\$515,844	\$117,900	\$588,085	\$168,978	\$8,800	\$9,700		\$4,058,587	

### ATTACHMENT "B-1"

El Paso Fire Department Headquarters Consultant's Fee proposal and Hourly Rates

September 19, 2024 September 23, 2024



Yvette Hernandez, P.E. – City Engineer City of El Paso – Capital Improvement Department City 2 – 218 N. Campbell, 2<sup>nd</sup> Floor El Paso, TX 79901

Re: 2024-0351R El Paso Police Department Headquarters (PDHQ) Amendment 001 –

Incorporation of El Paso Fire Department Headquarters (FDHQ) Architectural and

Engineering Design Services
Project No.: PCP20PDHEADQUAR

Dear Ms. Hernandez:

Thank you for the opportunity to submit this amendment (Amendment-001) to the previous fee proposal for the El Paso Police Department Headquarters (PDHQ) project. The following is a description of our understanding of the requirements to add the El Paso Fire Department Headquarters (FDHQ) to the design of the PDHQ to provide a new combined PDHQ+FDHQ facility.

# PROJECT UNDERSTANDING AND SCOPE OF WORK:

Dekker understands the City of El Paso would like to amend the previous scope of work for the design of a new Police Department Headquarters to include the Fire Department Headquarters that was previously included with the adjacent Public Safety Training Academy and Public Safety Training Facility and Logistics (PSTA) project. The City now intends to construct a new combined PDHQ+FDHQ project on a campus with the new PSTA complex on Martin Luther King Jr Blvd in northeast El Paso. The site design, surveying, and geotechnical engineering will be incorporated into the Design-Builder's (D-B) scope of work for the PSTA campus. Dekker will coordinate with the D-B team's civil engineer for the overall site civil design. Dekker will coordinate locations of facility entrances and site circulation around the PDHQ+FDHQ, coordinate locations of utility connections to the PDHQ+FDHQ, and coordinate stormwater flows away from the PDHQ+FDHQ with the Design-Build team. We anticipate working closely with the City and D-B team for the PSTA project to determine the optimal location and site area requirements of the PDHQ+FDHQ and coordinate with the D-B team for site requirements to create a cohesive campus.

We understand the City of El Paso intends to procure a Construction Manager at Risk (CMAR) for the construction of the PDHQ+FDHQ project. Dekker will be available to assist with the selection of the CMAR, if requested, and we will work closely with the CMAR during the Pre-Construction phase of the CMAR's services to develop the design within the City's available budget.

We understand off-site utility extensions, Traffic Impact Analysis (TIA), TXDOT coordination, site surveying, civil engineering, geotechnical engineering, and clearing of unexploded ordnances (UXO) for the PSTA and PDHQ+FDHQ campus will be planned and included in the scope of the D-B team's work for the PSTA. Dekker will participate in the coordination of these requirements with the planning and design requirements of the PDHQ+FDHQ.

### **SCOPE OF SERVICES:**

Dekker will provide Basic Services and Supplemental Services, planning and design services as listed below and in combination with the Prime Contract scope of work for 2024-0351R El Paso Police Department Headquarters project. Scope of service listed below as a credit to the original contract reflects the removal of services from the Prime Contract. These services will include Programming (Pre-Design), Schematic Design (SD), Design Development (DD), Construction Documents (CD), Bidding & Negotiation/Permitting (BN), and Contract Administration (CA).

We anticipate CMAR Pre-Construction phase coordination to begin during Design Development and continue through the completion of Construction Documents. Dekker will review CMAR cost estimates during design and work with the CMAR and City to present options and incorporate approved revisions to the project scope to keep the CMAR's GMP within the allowable budget.

We will submit stamped Construction Documents for permitting to the City's One-Stop Shop and respond to all comments required to secure a building permit for the project.

During construction phase we will provide all required services outlined under Section 2.8.3 of *Exhibit A* – RFQ Solicitation #2024-0351R.

### **CONSULTANTS**

The following consultants are included in this proposal:

- 1. Public Safety Consulting Architects: Crime Lab Design + SCHRADER GROUP
- 2. Interior Design: Dekker
- 3. Structural Engineering: Dekker
- 4. Communications (IT/AV/Security and Surveillance): DataCom Design Group, LLC
- 5. MEP Engineering: DBR Engineering Consultants, Inc.
- 6. Cost Estimating: CRM Cost Consulting, Inc.
- 7. Registered Accessibility Specialist: RASADAZZLE, LLC
- 8. Civil Engineering: Quantum Engineering Consultants

The following consultants have been removed from the original scope of the PDHQ project:

- 1. Landscape Architecture: Dekker
- 2. Site Survey: Souder, Miller & Associates
- 3. Geotechnical Engineer: Terracon Consultants, Inc.

#### COMPENSATION

Our compensation is based on our understanding of the programmatic spaces required for the project will be closely aligned with the program file provided to Dekker in the Request for Proposal documents on September 11, 2024 and attached as Exhibit A.

	Lu	ımp Sum	
Basic Design Services – Pre-Design though CD Phases*	\$	458,342	
Basic Services – Time and Materials BN through CA (T&M)*	\$	200,665	
Supplemental Design Services – Pre-Design through CD Phases**	\$	-138,260	
Supplemental Services – Time and Materials BN through CA (T&M)**	\$	-17,587	
Supplemental Engineering Services***	\$	-127,500	
Civil Engineering – Time and Materials SD through CA Phases (T&M)****	\$	29,988	
Subtotal	\$	405,648	
Reimbursable Expenses*****	\$	3,670	Not-to-Exceed
Grand Total	\$	409,318	

<sup>\*</sup>Basic Services include: architecture, interior design, structural, mechanical, electrical, and plumbing

- Travel, lodging, and associated meal expenses for specialty design consultants
- Document printing for client reviews and presentations and shipping costs

BREAKDOWN OF FEE PER PHASE	F	Phase Fee
Phase 1: Programming Phase (Pre-Design) -	\$	39,812
Geotechnical Engineering & Site Survey	\$	-127,500
Phase 2: Schematic Design Phase (30% Design) -	\$	90,987
Phase 3: Design Development Phase (60% Design) -	\$	90,250
Phase 4: Final Design (90% Construction Documents) -	\$	93,076
Phase 5: Final Design (100% Construction Documents) -	\$	31,782
Phase 6: Bidding, Permitting (T&M) -	\$	11,236
Phase 7: Contract Administration (T&M) -	\$	163,716
Phase 8: Closeout (T&M) -	\$	12,290
Total: 100% -	\$	405,648

<sup>\*\*</sup>Supplemental Design Services include: telecommunications design, cost estimating, Registered Accessibility Specialist, and CMAR coordination during Pre-Construction. The following is a deduction to the original fee proposal scope: landscape design.

<sup>\*\*\*</sup>Supplemental Engineering Services deducted from original fee proposal: Geotechnical Engineering and Site Survey.

<sup>\*\*\*\*</sup>Civil Engineering Services provided on an as-required basis as a Time & Materials fee

<sup>\*\*\*\*\*\*</sup>Reimbursable expenses are additional to the fee quoted above and to be billed at cost (no mark-up). Reimbursable expenses include:

#### **OVERALL PROJECT SCHEDULE**

We are requesting a modification to the previous approved schedule to provide 5 weeks additional time. We anticipate initiating program confirmation with the Fire Department following City Council approval on October 8, and after initial confirmation an in-person meeting with both the Police and Fire Departments to discuss the spaces that may be combined between the departments. A modified proposed schedule is shown below.

Notice-to-Proceed	September 4, 2024
Programming (Pre-Design)	(4 weeks) October 2, 2024
Programming Schedule Adjustment Request	(5 weeks) November 6, 2024
City Review	(2 weeks) November 20, 2024
Schematic Design	(13 weeks) February 19, 2025
City Review	(2 weeks) March 5, 2025
Design Development	(17 weeks) July 2, 2025
City Review	(2 weeks) July 16, 2025
Construction Documents (90% Final)	(13 weeks) October 12, 2025
City Review	(2 weeks) October 26, 2025
Construction Documents (100% Final)	(4 weeks) November 20, 2025
City Review	(2 weeks) December 4, 2025
Bidding and Negotiation	(8 weeks) January 29, 2026

### **ASSUMPTIONS**

- Clearing of unexploded ordnances (UXO) will be provided under separate contract and site will be cleared prior design team initiating site activities.
- Traffic Impact Analysis (TIA) for the PDHQ+FDHQ will be completed under the D-B scope of work
  for the overall PSTA and PDHQ+FDHQ campus and all TXDOT required improvements to Martin
  Luther King Jr. Blvd will be improved as part of D-B scope of work. Dekker will coordinate for
  PDHQ+FDHQ with PSTA D-B team, as needed.
- Off-site utilities will be designed and constructed as part of the PSTA project and are not part of the scope of work of the PDHQ+FDHQ project. Dekker will coordinate for PDHQ+FDHQ with PSTA D-B team.
- PDHQ+FDHQ Design Team will coordinate primarily with the PSTA D-B for civil engineering scope of work on PSTA campus. Civil engineering scope provided under this proposal will be to provide services as necessary to tie-in the PDHQ+FDHQ facility to the campus civil design and will be provided on a Time & Materials basis.
- 3<sup>rd</sup> Party Building Systems Commissioning to be contracted directly by the City of El Paso. Dekker can assist in procuring these services, if needed.
- The PDHQ+FDHQ project will be designed to be certifiable under the Green Globes program, but the City does not intend to pursue certification under any sustainability certification program.
- Cost estimates will be provided at the conclusion of each design phase.
- Time & Materials (T&M) amounts based on assumptions of 8 weeks for Bidding Phase, 70 weeks for Contract Administration Phase, and 4 weeks for Closeout Phase. If phase durations extend beyond the allotted periods, additional fee for time may be required.

# **EXCLUSIONS**

- All activities related to locating, identifying, and clearing of potential unexploded ordnances (UXO) is excluded from this scope of work.
- Resident Project Representative (RPR) services
- Traffic Impact Analysis and traffic engineering services
- Traffic signal design
- TXDOT requirements for modifications along Martin Luther King Jr. Blvd
- Geotechnical engineering
- Site Surveying, including topographic and metes and bounds surveying
- Site design to be provided under separate Design-Builder contract
- Re-zoning of property
- Off-site utility design
- Off-site drainage studies
- Environmental reports
- FEMA analysis and flood plain remapping, if applicable
- Permitting fees
- Commissioning of Building Systems
- Site and building wayfinding signage beyond code required signage
- Development of exhibits required for certification under any certification programs

We will invoice monthly based on our percentage of completion. Payments are due and payable thirty (30) days from the date of the invoice. All amounts unpaid one month after the invoice date shall accrue interest at a rate of 1.50% per month, but not to exceed the applicable maximum lawful interest rate in the jurisdiction in which the project is located.

We thank you for this incredible opportunity to serve the City of El Paso on this exciting and important project. Please let us know if the terms of this proposal are acceptable. Should you have any questions or additional requests, please do not hesitate to contact me on my cell at 806-236-3720.

Sincerely,

DEKKER, LLC

C. Barry Taylor, AIA

Principal

Attachments: Exhibit A



# CAPITAL IMPROVEMENT DEPARTMENT

# REQUEST FOR PROPOSAL

**MAYOR** 

Oscar Leeser

September 11, 2024

Dekker, LLC

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

**CITY MANAGER** Dionne Mack

Attn.: Kurt Morton 108 S Stanton St. El Paso, Texas 79901

> Re: 2024-0351R El Paso Police Department Headquarters (PDHQ) Amendment 001 – Incorporation of El Paso Fire Department Headquarters (FDHQ) Architectural and

**Engineering Design Services** 

Project No.: PCP20PDHEADQUAR

Dear Mr. Morton.

You are requested to submit a proposal by September 19, 2024, for accomplishing the following work:

- Incorporate the proposed El Paso Fire Department Headquarters (FDHQ) building into one consolidated building shared with the proposed El Paso Police Department Headquarters.
- Consolidated building to be located within the proposed Public Safety Training Academy footprint.
- FDHQ to include the following areas as noted in the separately contracted bridging documents for the Public Safety Training Academy and propose what areas may be shared with PDHO.
  - Office of the Director
  - Conference rooms
  - o Front desk area
  - o Public Information Officer area
  - o Finance area
  - Human Resources area
  - Facility Oversight Program area
  - Operations Research Program area
  - Standards area

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

### **CITY MANAGER**

Dionne Mack

Fire Medical Research area

o Fire Prevention Program area

Shared Spaces

IT Communication area

Mechanical room area

Janitor area

The intent of this incorporation is to reduce the program, redundancy and increase cost effectiveness by having both Headquarter offices sharing one building infrastructure. A separate contractor will design and build the surrounding elements of the proposed PD and FD Headquarter offices. Reduced elements from the original PDHQ design are to be considered in this proposal. We expect the same services that are included in the PDHQ be incorporated into these additional services.

If you have any questions please contact the Project Manager, Diana Ortega-Carlos at (915) 873-3141 or Capital Projects Manager, Alondra Gurrola at (915) 212-1880.

Sincerely,

Alondra Gurrola Alondra Gurrola

Capital Projects Manager

CC:

Daniela Quesada, City Architect

Daniel Garcia, Assistant Director of Capital Improvement Gilbert Guerrero, Assistant Director of Capital Improvement

Alfredo Chavez, Administrative Services Manager



Yvette Hernandez, P.E. – City Engineer City 2 | 218 N. Campbell, 2<sup>nd</sup> Floor | El Paso, Texas 79901 | (915) 212-0065

## Basic Services

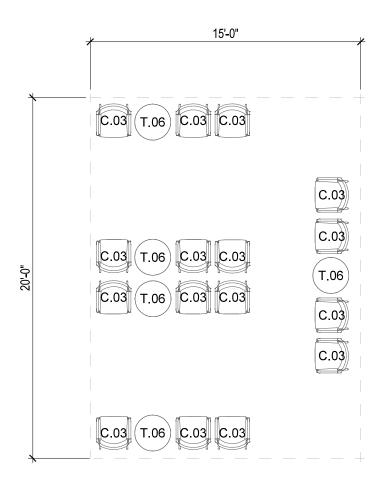
asic Services		Dekker	CLD+SG	Quantum	DBR	DataCom	CRM Cost Consulting	RASADAZZLE	Terracon	Phase Totals	Phase Totals Basic + Supplemental Services	Quantum**** Time & Materials	Phase Totals Basic + Supplemental Services + Quantum (T&M)
Programming - Pre-Design	6 Weeks	\$29,760	\$22,982	-\$13,545	\$615					\$39,812	-\$87,688	\$0	-\$87,688
Schematic Design (30% Design)	13 Weeks	\$110,120	\$6,692	-\$14,195	\$6,510					\$109,127	\$82,302	\$8,685	\$90,987
Design Development (60% Design)	17 Weeks	\$159,910	\$0	-\$31,235	\$13,615					\$142,290	\$82,005	\$8,245	\$90,250
Final Design (90% CD)	13 Weeks	\$122,990	\$0	-\$9,790	\$13,458					\$126,658	\$86,696	\$6,380	\$93,076
Final Design (100% CD)	4 Weeks	\$37,820	\$0	-\$6,310	\$8,945					\$40,455	\$29,267	\$2,515	\$31,782
Bidding & Permitting	8 Weeks	\$12,200	\$0	-\$2,975	\$1,550					\$10,775	\$10,311	\$925	\$11,236
Construction Administration	70 Weeks	\$180,250	\$0	-\$12,870	\$10,548					\$177,928	\$161,178	\$2,538	\$163,716
Closeout	4 Weeks	\$12,660	\$0	-\$1,980	\$1,283					\$11,963	\$11,590	\$700	\$12,290
	Consultant Totals	\$665,710	\$29,674	-\$92,900	\$56,523				\$0	\$659,007	\$375,660	\$29,988	\$405,648
plemental Design Serv	vices	Dekker	CLD+SG	Quantum	DBR	DataCom	CRM Cost Consulting	RASADAZZLE		Phase Totals			
Programming - Pre-Design	6 Weeks	\$0			\$0					\$0			
Schematic Design (30% Design)	13 Weeks	-\$32,825			\$210	\$5,790				-\$26,825			
Design Development (60% Design)	17 Weeks	-\$68,425			\$420	\$7,720				-\$60,285			
Final Design (90% CD)	13 Weeks	-\$52,325			\$455	\$10,808		\$1,100		-\$39,962			
Final Design (100% CD)	4 Weeks	-\$16,100			\$280	\$4,632				-\$11,188			
Bidding & Permitting	8 Weeks	-\$2,850			\$70	\$2,316				-\$464			
Construction Administration	70 Weeks	-\$24,938			\$140	\$6,948		\$1,100		-\$16,750			
Closeout	4 Weeks	-\$1,425			\$280	\$772				-\$373			
	Consultant Totals	-\$198,888		\$0	\$1,855	\$38,986	\$0	\$2,200		-\$155,847			
pplemental Engineering	g Services	DPS	CLD+SG	Souder Miller	DBR	DataCom	CRM Cost Consulting	RASADAZZLE	Terracon	Phase Totals			
Programming - Pre-Design				-\$25,000					-\$102,500	-\$127,500			
Schematic Design (30% Design)	13 Weeks			+==,					+,	\$0			
Design Development (60% Design)	17 Weeks									\$0			
Final Design (90% CD)	13 Weeks									\$0			
Final Design (100% CD)	4 Weeks									\$0			
Bidding & Permitting	8 Weeks									\$0			
Construction Administration	70 Weeks									\$0			
Closeout	4 Weeks									\$0			
	Consultant Totals			-\$25,000					-\$102,500	-\$127,500			
Basic + Su	applemental Services	\$466,823	\$29,674	-\$92,900	\$58,378	\$38,986	\$0	\$2,200		\$375,660		\$29,988	
Re	imbursable Expenses		\$3,670							\$3,670			
Consulta	ant Totals + Expenses	\$466,823	\$33,344	-\$92,900	\$58,378	\$38,986	\$0	\$2,200		\$379,330		\$29,988	

Phase Totals Basic +

Control No.  Office of  A-1 A-2 A-3 A-4 A-5 A-6 A-7 A-8 A-9 A-10  Conferent A-11 A-12 A-13  Front Des  A-14 A-15 A-16 A-17 A-18	gram / Space Description  Area Name  f the Director  Executive Suite Office (Fire Chief) Private restroom ,shower & Locker Mini Break Area Executive Offices Offices Reception Area Secure War Room (Conference) Fitness Conference Room Copy Room File Room  SUB TOTAL  nce Rooms  Large Conference Room  Large Conference Storage Room	Qty.  1 1 1 6 3 1 1 1 0 1 16	20   6   3   15   10   20   15   15   10   10	20 8 5 20 12 15 20 30 10 10	SF 400 48 15 1,800 360 300 300	A1.01-A1.02 A1.01-A1.02 A1.01-A1.02 A1.01-A1.02 A1.03 A1.04 A1.05	Information  General Comments  Exterior Window(s), Uniform wardrobe  Includes coffee, sink, fridge and ice Exterior (Window(s), Uniform wardrobe
No. / Dffice of A-1	F the Director  Executive Suite Office (Fire Chief) Private restroom ,shower & Locker Mini Break Area Executive Offices Offices Offices Reception Area Secure War Room (Conference) Fitness Conference Room Copy Room File Room  SUB TOTAL  Ince Rooms  Large Conference Room	1 1 1 6 3 1 1 1 1	20 6 3 15 10 20 15 15	20 8 5 20 12 15 20 30 10	400 48 15 1,800 360 300 300	A1.01-A1.02 A1.01-A1.02 A1.01-A1.02 A1.01-A1.02 A1.03 A1.04 A1.05	Exterior Window(s), Uniform wardrobe Includes coffee, sink, fridge and ice
A-1	Executive Suite Office (Fire Chief) Private restroom ,shower & Locker Mini Break Area Executive Offices Offices Reception Area Secure War Room (Conference) Fitness Conference Room Copy Room File Room  SUB TOTAL  nce Rooms  Large Conference Room	1 1 6 3 1 1 1 0	6 3 15 10 20 15 15 15	8 5 20 12 15 20 30	48 15 1,800 360 300 300	A1.01-A1.02 A1.01-A1.02 A1.03 A1.04 A1.05	Includes coffee, sink, fridge and ice
A-2 A-3 A-4 A-5 A-6 A-7 A-8 A-9 A-10  Conferen  A-11 A-12 A-13  Front Dec A-14 A-15 A-16 A-17 A-18	Private restroom ,shower & Locker Mini Break Area Executive Offices Offices Reception Area Secure War Room (Conference) Fitness Conference Room Copy Room File Room SUB TOTAL nce Rooms Large Conference Room	1 1 6 3 1 1 1 0	6 3 15 10 20 15 15 15	8 5 20 12 15 20 30	48 15 1,800 360 300 300	A1.01-A1.02 A1.01-A1.02 A1.03 A1.04 A1.05	Includes coffee, sink, fridge and ice
A-3 A-4 A-5 A-6 A-7 A-8 A-9 A-10  Conferen  A-11 A-12 A-13  Front Dec A-14 A-15 A-16 A-17 A-18	Mini Break Area Executive Offices Offices Reception Area Secure War Room (Conference) Fitness Conference Room Copy Room File Room SUB TOTAL nce Rooms Large Conference Room	1 6 3 1 1 1 0	3 15 10 20 15 15	5 20 12 15 20 30 10	15 1,800 360 300 300	A1.01-A1.02 A1.03 A1.04 A1.05	
A-4 A-5 A-6 A-7 A-8 A-9 A-10  Conferen  A-11  A-12  A-13  Front Dec A-14 A-15 A-16 A-17 A-18	Executive Offices Offices Reception Area Secure War Room (Conference) Fitness Conference Room Copy Room File Room SUB TOTAL nce Rooms Large Conference Room	6 3 1 1 1 0	15 10 20 15 15	20 12 15 20 30 10	1,800 360 300 300	A1.03 A1.04 A1.05	
A-5 A-6 A-7 A-8 A-9 A-10 A-12 A-13 A-14 A-15 A-16 A-17 A-18	Offices Reception Area Secure War Room (Conference) Fitness Conference Room Copy Room File Room SUB TOTAL nce Rooms Large Conference Room	3 1 1 1 0 1	10 20 15 15	12 15 20 30 10	360 300 300	A1.04 A1.05	Exterior (Window(s), Uniform wardrobe
A-6 A-7 A-8 A-9 A-10 A-12 A-13 A-14 A-15 A-16 A-17 A-18	Reception Area Secure War Room (Conference) Fitness Conference Room Copy Room File Room SUB TOTAL nce Rooms Large Conference Room	1 1 1 0	20 15 15 10	15 20 30 10	300 300	A1.05	
A-7	Secure War Room (Conference) Fitness Conference Room Copy Room File Room  SUB TOTAL  nce Rooms  Large Conference Room	1 1 0 1	15 15 10	20 30 10	300	-	Indian Count Vand Comment on Franchis Officer Continue F
A-8 A-9 A-10 Conferen  A-11 A-12 A-13 Conferen  A-14 A-15 A-16 A-16 A-17 A-18	Fitness Conference Room Copy Room File Room SUB TOTAL nce Rooms Large Conference Room	1 0 1	15 10	30 10		A1.06	Indoor Court Yard Connecting Executive Offices, Seating 5 Conference Room for up to 8 people (Acoustic Separation)
A-9 A-10  Conferen  A-11  A-12  A-13  Front Dec  A-14  A-15  A-16  A-17  A-18	Copy Room File Room  SUB TOTAL  nce Rooms  Large Conference Room	0	10	10	450	A1.07	Room for 4 exercise machines/treadmills
A-10  Conferen  A-11  A-12  A-13  Front De:  A-14  A-15  A-16  A-17  A-18	SUB TOTAL  nce Rooms  Large Conference Room	1			0	A1.08	included with File Room
A-11  A-12  A-13  Front Dec A-14  A-15  A-16  A-17  A-18	nce Rooms Large Conference Room	16		15	150	A1.05	
A-11 A-12 A-13 A-13 A-14 A-15 A-16 A-17 A-18	Large Conference Room				3,823		
A-12  A-13  Front Dec  A-14  A-15  A-16  A-17  A-18	-						
A-13  Front Des  A-14  A-15  A-16  A-17  A-18	Large Conference Storage Room	1	40	60	2,400	A1.10	100-person capacity with ability to conduct webinars, conference calls etc Divisible into 3 rooms
A-14 A-15 A-16 A-17 A-18	-	1	12	25	300	A1.10	Dedicated storage for conference room chairs and tables
A-14 A-15 A-16 A-17 A-18	Med Conference Room	1	20	40	800	A1.11	<b>30-person</b> capacity with ability to conduct webinars, conference calls, etc.
A-14 A-15 A-16 A-17 A-18	SUB TOTAL	3			3,500		
A-15 A-16 A-17 A-18							
A-16 A-17 A-18	Reception Area (Alcove)	1	8	8	64	A1.12	Room for 3 people
A-17 A-18	Main Front Lobby and waiting area	1	15	20	300	A1.13	Seating 20,
A-18	File Room Common Large Copy Room	1 1	8 15	20 20	160 300	A1.12 A1.12	Small storage for Reception  2 Printers with Up to 4 people working inside concurrently
	Large Storage Room	1	25	50	1,250	A1.12 A1.14	High Density Storage system
	Large Display Area	1	25	40	1,000	A1.17	Occupancy 20
	SUB TOTAL	6			3,074		
PIO (Pub	olic Information Officer)						
A-20	Supervisor Office	1	12	15	180	A1.19	
A-21	Office	2	10	12	240	A1.18	
A <b>-</b> 22	Interview Area	1	10	12	120	A1.20	Glass wall to Lobby: Green screen for filming
A-23	Storage Area	11	8	10	80	A1.21	Storage cabinets
	SUB TOTAL	5			620		
inance							
-	Supervisor Office	1	12	15	180	A1.22A	
	Office	3	10	12	360	A1.22	
	Cubical Area	8	8	8	512	A1.23	
A-27	Large File Area SUB TOTAL	13	12	15	180 <b>1,232</b>	A1.24	
luman R	Resources						
-	Supervisor Office	1	12	15	180	A1.25	
	Offices	7	10	12	840	A1.25A	
	Payroll Supervisor Cubical	2	10	10	200	A1.26	Alcove type office adjacent to staff cubicles
	Payroll Staff Cubical	14	8	8	896	A1.26	
	Secure Storage Waiting Area	1	15 15	20 15	300 225	A1.27 A1.26	Occupancy 20
	Copy Room	1 1	15	20	300	A1.26 A1.29	Occupancy 20 Up to 3 using space at one time
	Id Photo Area	1	8	8	64	A1.30	op to a daing opdoor at one time
	Applicant Statement Area	1	10	10	100	A1.31	
		1	15	20	300	A1.32	Applicant Statement Room & Small Conference Room
	Small Conference Room	30			3,405		

		A - F	ire De	partr	nent Hea	adquart	ters Building
Pro	ogram / Space Description		Projec	ted Are	а		Information
Facility	Oversight Program						
A-38	Office - Manager	1	12	15	180	A1.33	
A-39	Offices	5	10	12	600	A1.34	
A-40	Cubical area	4	8	8	256	A1.35	
A-41	File and Storage Room	11	10	12	120	A1.36	
	SUB TOTAL	11			1,156		
Operation	ons Research Program						
A-42	Supervisor Office	1	12	15	180	A1.37A	
A-43	Office	9	10	12	1,080	A1.37	
A-44	Small Conference Room	1	15	20	300	A1.38	<b>8-person</b> capacity conference room with ability to conduct webinars, conference calls, etc.
A-45	Storage Closet	1	8	8	64	A1.39	control codes, etc.
	SUB TOTAL	12		•	1,624		
Standar	rds						
A-46	Offices	1	12	15	180	A1.40	T
A-47	Offices	5	10	12	600	A1.41	
A-48	Secure Waiting Room	1	15	12	180	A1.42	Seating for 8
A-49	Secured Storage Room	1	10	12	120	A1.43	
A-50	Employee Interview Room	11	10	10	100	A1.44	Seating for 5
	SUB TOTAL	9			1,180		
Fire Med	dical Research						
A-51	Office - Manager	1	12	15	180	A1.45	
A-52	Offices	7	10	12	840	A1.46	
A-53 A-54	Cubical Area - Full Time Persons Cubical Area - Part Time Persons	4 12	8 6	8 6	256 432	A1.47 A1.48	
A-54 A-55	Secure Storage Closet	1	12	15	180	A1.49	Temp Controlled with dedicated refrigerators & freezers
A-56	Storage for Records and Supplies	1	12	15	180	A1.50	Temp Controlled with dedicated refrigerators & freezers
A-57	Mini Vaccination Clinic	1	18	24	432	A1.51	Six (6) Work Stations with 1-way circulation
A-58	First Aid Station (Walk-in)	1	10	10	100	A1.52	Locate at Main Building Entrance
	SUB TOTAL	28			2,600		
	vention Program						
	nunity Risk Reduction/Fire Prevention						
A-59	Reception Area	1	16	20	320	A1.53	2 people
A-60	Lobby and Waiting Area	1	40	45	0	A1.53	Seating for 6
A-61 A-62	Office - Manager Offices	6	12 10	15 12	180 720	A1.55 A1.56	
A-63	Cubical Area	25	8	8	1,600	A1.57	
A-64	Large Storage Room	1	15	20	300	A1.58	1
A-65	Med Conference Room	1	20	25	500	A1.59	25 People
Investi	gations						
A-66	Office	2	12	15	360	A1.60	
A-67	Cubical Area	9	8	8	576	A1.61	
A-68	Interview Room	11	10	18	180	A1.62	
A-69	Gear Room Evidence Collection Room	1	10	<del>                                     </del>	0	A1.63 A1.64	+
A-70 A-71	Small Conference Room	1	15	20	300	A1.65	10 People
A-71	Prisoner Holding Area	1	10	10	100	A1.66	10 1 copie
	SUB TOTAL	52			5,136		
Shared							
A-73	Common Break / Lunch Room	1	20	20	400	A1.67	
	SUB TOTAL	1			400		
SECTIO	N SUB TOTALS	186			27,750		
	Grossing Factor	24%			6,660		
	OMIN HQ TOTAL	196			34,410		

SPACE IDENTIFICATION		COMPONENT DIAGRAM ROOM NAME:							
COMPONENT DIAGRAM ROO						ENT DIAGRAM	ROOM NAME:		
Front Desk & Recep	otion A	rea			A1.12				
SPACE USE									
PRIMARY ACTIVITIES:		SECONDARY ACTIVITI	ES:	UTILIZATION	l	ACCESS	SECURITY		
				☑ 8 HRS / D		✓ PUBLIC		CK 🔲 KEYPAD	
Reception		Print/Storage		☐ 24 HRS /	DAY	☐ STAFF	☐ KEY LO		EYCARD
SPECIAL REQUIREMENTS:				☐ OTHER		☐ SECURI	E 🛮 CCTV	<b>□</b> A	CCESS
ROOM/SPACE RELATIONSH	IPS								
INTERIOR ADJACENCIES:				EXTERIOR A	DJACENCI	ES	ISOLATIO	N	
				☐ PUBLIC PARKING SOUND: YES ☐ NO ☐					
Print and print storage	ne								_
T Time and prime otorag	,0			OUTSIDE	E BREAK AI	REA	VISUAL:	YES	NO 🗖
				☐ OTHER			OTHER:	YES 🗖	NO 🗖
ROOM/SPACE CHARACTE	RISTICS	•							
FLOOR FINISH		FINISH(S)	CEILING T	YPE	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TR	EATMENT
☐ SEALED CONCRETE	<b>☑</b> PA		☐ ACOUS		□ 10 <sup>3</sup>		☑ EXTERIOR	☐ NONE	
☐ CARPET/CARPET TILE		CKABLE SURFACE	☐ DRY W				☑ INTERIOR	☐ WALLS	
☐ RESILIENT	_	RAMIC TILE	SOFFIT(S)		□ OP		☐ SHADES	✓ CEILING	
✓ CERAMIC TILE		ALLCOVERING	☐ EXPOSED		□ от		☐ TINT	☐ PANELS	
☑ OTHER	□ WA	AINSCOT	☑ OTHER	?			OTHER:	☐ OTHER	
DOOR TYPE	DOOR	FINISH	EQUIPMEN	JT.	FURNI	SHINGS		COUNTERTOR	PS .
☐ SOLID WOOD	□PAI	NT	☐ BY OW	NER	<b>☑</b> BA	SE CABINET		☐ PLASTIC L	AM.
☐ HOLLOW METAL	□STA		1	NTRACTOR	1 —	PER CABINET		✓ SOLID SU	
☑ STOREFRONT	LAN	IINATE	☐ FUTUF	RE	<b>☑</b> FR	EE-STANDING	FURNITURE	☐ STAINLES	S STEEL
☐ DOUBLE	<b>☑</b> MA	NUFACTURER	☐ OTHER	?	☐ SY	STEM FURNIT	URE (CUBICLE)	□ ADA	
☐ GLASS/VISION LITE					FULL HEIGHT PANTRY/		•	☐ OTHER	
FRAME SIDE LITE					OPEN SHELVING SYSTEMS				
☐ OTHER					□ ОТ	HER			
SPECIAL REQUIREMENTS:									
MEGUANICAL AND ELECTION		FOUIDEMENTS							
MECHANICAL AND ELECTI		EQUIREMENTS	DLUMBIN	<u> </u>	ELEC:	TDICAL DOWE		COMMUNIC	ATION
LIGHTING  NATURAL LIGHT	HVAC	HAUST ONLY	PLUMBING SINK(S			TRICAL POWER		COMMUNIC TELEPH	
☑ INDIRECT LED		ANDARD	TOILET			MERGENCY POV		TELEVIS	
☐ ACCENT LIGHTING		MPUTER 24/7	SHOW		l —	ENERATOR BAC	. ,	☑ DATA	ijon
☑ DOWNLIGHTS		DICATED SYSTEM	☐ FLOOR			EDICATED EQU		□ cctv	
☐ WEATHERPROOF			I —	RESSED AIR				☐ RADIO	
☐ FULL DIMMING			☐ OTHER	₹					
☐ OTHER									
SPECIAL REQUIREMENTS:									
GENERALCOMMENTS/ RE	MARKS								
CLITERAL COMMENTS/ REI									
ĺ									



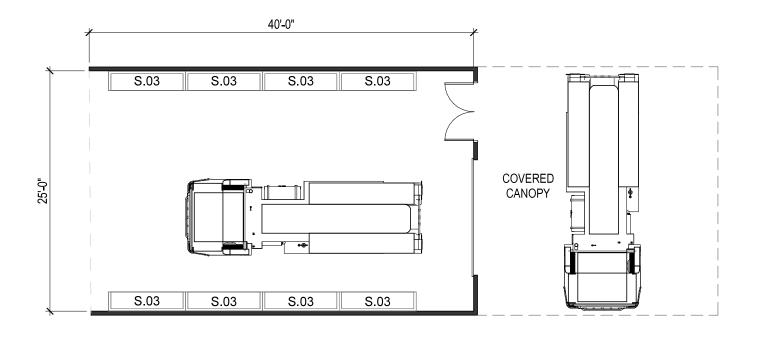
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.		
Key Va <b>l</b> ue	Keynote Text	Department: FRONT DESK	A1.13		
C.03	GUEST CHAIR		Total Square Footage: 300 SF		
T.06	SIDE TABLE	Description: MAIN FRONT LOBBY & WAITING	Scale: 3/16" = 1'-0"		
		AREA	Quantity: 1		

SPACE IDENTIFICATION	SM NAME		COMPONENT DIAGRAM ROOM NAME:					
COMPONENT DIAGRAM ROO					ENT DIAGRAM I	ROOM NAME:		
Front Lobby and Wa	aiting Area			A1.13				
SPACE USE								
PRIMARY ACTIVITIES:	SECONDARY ACTIV	ITIES:	UTILIZATION		ACCESS	SECURITY		
			☑ 8 HRS / D		✓ PUBLIC	☑ NO LOC	CK 🔲 K	EYPAD
Lobby	Waiting		□ 24 HRS /	DAY	☐ STAFF	☐ KEY LO	ск 🗖 к	EYCARD
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	□ сст∨	□ A	CCESS
ROOM/SPACE RELATIONSH	IPS							
INTERIOR ADJACENCIES:			EXTERIOR AD		ES	ISOLATIO	N	
			☐ PUBLIC PARKING SOUND: YES ☐ NO ☐					
Reception			☐ SECURED PARKING SECURITY: YES ☐ NO ☐					
			OUTSIDE	BREAK AI	REA	VISUAL:	YES	NO $\square$
			☐ OTHER OTHER: YES ☐ NO ☐					
ROOM/SPACE CHARACTER	RISTICS							
FLOOR FINISH	WALL FINISH(S)	CEILING 1	ГҮРЕ	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TR	REATMENT
☐ SEALED CONCRETE	☑ PAINT	☐ ACOU	STIC TILE	□ 10°	-0'	☑ EXTERIOR	☐ NONE	
☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W	/ALL	<b>☑</b> 12'	-14'	✓ INTERIOR	☐ WALLS	
☐ RESILIENT	☐ CERAMIC TILE	☐ SOFFI	☐ SOFFIT(S)		EN	☐ SHADES	☑ CEILING	
☑ CERAMIC TILE	■ WALLCOVERING	☐ EXPOS	■ EXPOSED		HER	☐ TINT ☐ PANELS		
☑ OTHER	☐ WAINSCOT	☑ OTHE	☑ OTHER			OTHER:	☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPME	NT	FURNI	SHINGS		COUNTERTOR	PS .
☐ SOLID WOOD	PAINT	☐ BY OW	/NER	☐ BA	SE CABINET		☐ PLASTIC L	AM.
☐ HOLLOW METAL	☐ STAINED	1 —	NTRACTOR		PPER CABINET		☐ SOLID SUI	
☑ STOREFRONT	LAMINATE	☐ FUTUI			EE-STANDING F		☐ STAINLES	S STEEL
DOUBLE	☑ MANUFACTURER	OTHE	R	☐ SYSTEM FURNITURE (CUE		, ,	☐ ADA	
GLASS/VISION LITE FRAME SIDE LITE				OPEN SHELVING SYSTEMS			☐ OTHER	
OTHER				OTHER				
SPECIAL REQUIREMENTS:					TILIX			
MECHANICAL AND ELECT	RICAL REQUIREMENTS							
LIGHTING	HVAC	PLUMBIN	G	ELEC <sup>-</sup>	TRICAL POWER		COMMUNIC	ATION
■ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S	5)	☑ s	TANDARD POW	ER	☐ TELEPH	ONE
✓ INDIRECT LED	☐ STANDARD	☐ TOILE		□ EN	MERGENCY POW	ER (UPS)	☐ TELEVIS	ION
☑ ACCENT LIGHTING	COMPUTER 24/7	☐ show		1 —	ENERATOR BACK		□ DATA	
DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR			EDICATED EQUI	PMENT	☐ CCTV	
☐ WEATHERPROOF			RESSED AIR				☐ RADIO	
☐ FULL DIMMING ☐ OTHER		OTHEI	К					
SPECIAL REQUIREMENTS:								
GENERALCOMMENTS/ REI	MARKS							

al.	1			50'-0"			
		S.15	S.15	S.15	S.15	S.15	S.15
25'-0"		S.15	S.15	S.15	S.15	S.15	S.15

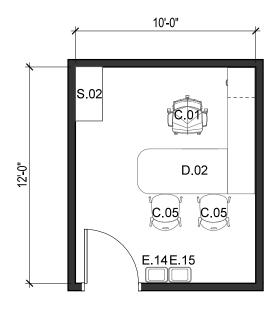
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.		
Key Va <b>l</b> ue	Keynote Text	Department: FRONT DESK	A1.14		
S.15	HIGH DENSITY STORAGE SHELF	Description: LARGE STORAGE AREA	Total Square Footage:1,250 SF Scale: 1/8" = 1'-0" Quantity: 1		

	SPACE IDENTIFICATION  COMPONENT DIAGRAM ROOM NAME:					COMPONENT DIAGRAM ROOM NAME:				
Front Desk - Large S				A1.14	D, (O) (M					
Largo C										
SPACE USE										
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY				
Storage			☑ 8 HRS / DA ☐ 24 HRS / D		☐ PUBLIC ☑ STAFF	□ NO LOC	_			
SPECIAL REQUIREMENTS:	I		OTHER		☑ SECURE		✓ ACCESS			
					_					
ROOM/SPACE RELATIONSHI	PS									
INTERIOR ADJACENCIES:			EXTERIOR AD.		ES	ISOLATIO				
			☐ PUBLIC PARKING SOUND: YES ☐ NO ☑ SECURED PARKING SECURITY: YES ☐ NO ☑							
			OUTSIDE			VISUAL:	: YES □ NO ☑ YES □ NO ☑			
			OTHER OTHER: YES							
ROOM/SPACE CHARACTER			7/05	65	IC LIEIC:	61.466	ACQUISTIC TREATMENT			
FLOOR FINISH  SEALED CONCRETE	WALL FINISH(S)  ✓ PAINT	CEILING T		CEILIN	IG HEIGHT	GLASS	ACOUSTIC TREATMENT			
CARPET/CARPET TILE	TACKABLE SURFACE	DRY W		☐ 12 <sup>°</sup>		EXTERIOR INTERIOR	☑ NONE ☐ WALLS			
RESILIENT	CERAMIC TILE	_	SOFFIT(S)		-14 EN	SHADES	CEILING			
CERAMIC TILE	☐ WALLCOVERING		EXPOSED		HER	TINT	☐ PANELS			
☐ OTHER	■ WAINSCOT	☐ OTHER	☐ OTHER			OTHER:	☐ OTHER			
DOOR TYPE	DOOR FINISH	EQUIPMEN	NT	FURNI	SHINGS		COUNTERTOPS			
☑ SOLID WOOD	□PAINT	☐ BY OW	/NER	□ ва	SE CABINET		☐ PLASTIC LAM.			
☐ HOLLOW METAL	☐ STAINED	1 —	NTRACTOR		PER CABINET		☐ SOLID SURFACE			
☐ STOREFRONT	<b>☑</b> LAMINATE	☐ FUTUF			EE-STANDING		☐ STAINLESS STEEL			
DOUBLE	☐ MANUFACTURER	OTHE	₹		STEM FURNITU	•	□ ADA			
GLASS/VISION LITE FRAME SIDE LITE				☐ FULL HEIGHT PANTRY/STOR☐ OPEN SHELVING SYSTEMS			☐ OTHER			
OTHER				OTHER						
SPECIAL REQUIREMENTS:				<u> </u>	TILIX					
,										
MECHANICAL AND ELECTR		DLUMBIN	<u> </u>	FLECT	FDICAL DOWED		COMMUNICATION			
☐ NATURAL LIGHT	HVAC  EXHAUST ONLY	PLUMBIN SINK(S			TRICAL POWER TANDARD POW		COMMUNICATION  TELEPHONE			
☐ INDIRECT LED	☐ STANDARD	☐ TOILET			MERGENCY POW		☐ TELEVISION			
ACCENT LIGHTING	COMPUTER 24/7	☐ SHOW		1		· ·	DATA			
ACCENT LIGHTING			DDAIN	☐ GENERATOR BACK-UP☐ DEDICATED EQUIPME		IPMENT	□ сстv			
DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR	DRAIN	DEDICATED EQUIPMENT						
DOWNLIGHTS WEATHERPROOF	☐ DEDICATED SYSTEM	СОМР	RESSED AIR				☐ RADIO			
☐ DOWNLIGHTS ☐ WEATHERPROOF ☐ FULL DIMMING	☐ DEDICATED SYSTEM	1-	RESSED AIR				☐ RADIO			
☐ DOWNLIGHTS ☐ WEATHERPROOF ☐ FULL DIMMING ☐ OTHER	☐ DEDICATED SYSTEM	СОМР	RESSED AIR				RADIO			
☐ DOWNLIGHTS ☐ WEATHERPROOF ☐ FULL DIMMING	☐ DEDICATED SYSTEM	СОМР	RESSED AIR				RADIO			
☐ DOWNLIGHTS ☐ WEATHERPROOF ☐ FULL DIMMING ☐ OTHER	☐ DEDICATED SYSTEM	СОМР	RESSED AIR				RADIO			
☐ DOWNLIGHTS ☐ WEATHERPROOF ☐ FULL DIMMING ☐ OTHER	☐ DEDICATED SYSTEM	СОМР	RESSED AIR				RADIO			
☐ DOWNLIGHTS ☐ WEATHERPROOF ☐ FULL DIMMING ☐ OTHER  SPECIAL REQUIREMENTS:		СОМР	RESSED AIR				RADIO			
☐ DOWNLIGHTS ☐ WEATHERPROOF ☐ FULL DIMMING ☐ OTHER		СОМР	RESSED AIR				RADIO			
☐ DOWNLIGHTS ☐ WEATHERPROOF ☐ FULL DIMMING ☐ OTHER  SPECIAL REQUIREMENTS:		СОМР	RESSED AIR				RADIO			
DOWNLIGHTS WEATHERPROOF FULL DIMMING OTHER SPECIAL REQUIREMENTS:	IARKS	СОМР	RESSED AIR				RADIO			



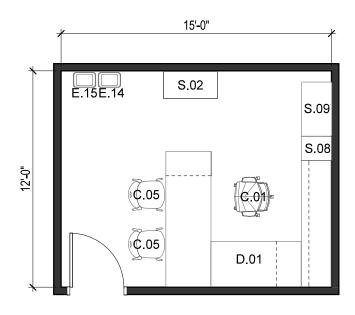
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Value	Keynote Text	Department: FRONT DESK	A1.17
S.03	DISPLAY CASE	Description: LARGE DISPLAY AREA	Total Square Footage: 1,000 SF Scale: 1" = 10'-0"
			Quantity: 1

COMPONENT DIAGRAM ROOM NAME:				COMPONENT DIAGRAM ROOM NAME:			
Large Display Area			A1.17				
PRIMARY ACTIVITIES:	SECONDARY ACTIV	ITIEC.	UTILIZATION		ACCESS	SECURITY	
PRIMARY ACTIVITIES.	SECONDART ACTIV	IIIES.	Ø 8 HRS / D	λΥ	✓ PUBLIC	□ NO LOC	CK
					☑ STAFF	☐ KEY LO	
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	ССТУ	☐ ACCESS
			l		l	L	
ROOM/SPACE RELATIONSHI INTERIOR ADJACENCIES:	IPS		EXTERIOR AD	IACENCI	= 5	ISOLATIO	N
INTERIOR ADJACENCIES.			☑ PUBLIC P		_3	SOUND:	YES NO 🗹
			☐ SECURED		ì	SECURITY	: YES 🗹 NO 🗖
			OUTSIDE	BREAK AI	REA	VISUAL:	YES NO
			☐ OTHER			OTHER:	YES NO
ROOM/SPACE CHARACTER	RISTICS						
FLOOR FINISH	WALL FINISH(S)	CEILING T		CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT
☐ SEALED CONCRETE	PAINT	ACOU:		☐ 10 <sup>3</sup>		☐ EXTERIOR	NONE
CARPET/CARPET TILE	☐ TACKABLE SURFACE	DRY W		12		INTERIOR	☐ WALLS
RESILIENT	CERAMIC TILE	SOFFI	• •	□ OP		☐ SHADES ☐ TINT	☐ CEILING ☐ PANELS
☐ CERAMIC TILE ☐ OTHER	□ WALLCOVERING □ WAINSCOT	☐ EXPOS		☑ от	HEK	OTHER:	OTHER
DOOR TYPE	DOOR FINISH	EQUIPMEN		FURNISHINGS		<b>—</b> • • • • • • • • • • • • • • • • • • •	COUNTERTOPS
☐ SOLID WOOD	□PAINT	□ BY OW	/NER	☐ BASE CABINET			☐ PLASTIC LAM.
☐ HOLLOW METAL	STAINED	l —	NTRACTOR	☐ UPPER CABINET			☐ SOLID SURFACE
☐ STOREFRONT	LAMINATE	☐ FUTU			EE-STANDING	☐ STAINLESS STEEL	
☐ DOUBLE	☐ MANUFACTURER	☐ OTHE					☐ ADA
GLASS/VISION LITE			☐ FULL HEIGHT PANT				☐ OTHER
☐ FRAME SIDE LITE ☐ OTHER			☐ OPEN SHELVING S ☐ OTHER		STEMS		
SPECIAL REQUIREMENTS:					TER		
MECHANICAL AND ELECTE LIGHTING	HVAC	PLUMBIN	G	El EC.	TRICAL POWER		COMMUNICATION
✓ NATURAL LIGHT	EXHAUST ONLY	☐ SINK(S		_	TANDARD POW		☐ TELEPHONE
☑ INDIRECT LED	☑ STANDARD	TOILE			MERGENCY POW		☑ TELEVISION
☑ ACCENT LIGHTING	COMPUTER 24/7	☐ show			ENERATOR BAC		☐ DATA
✓ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		<b>□</b> □	EDICATED EQU	IPMENT	□ сст∨
■ WEATHERPROOF		1—	RESSED AIR				☐ RADIO
FULL DIMMING		OTHER	₹				
OTHER							
SPECIAL REQUIREMENTS:							
GENERALCOMMENTS/ REI	MARKS						
Memorabilia and Ant	ique truck display are	ea - Large o	covered ent	ry area			



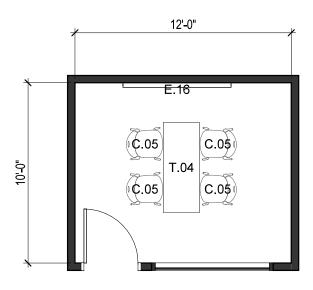
	FURNITURE		
Key Va <b>l</b> ue	Keynote Text		1
7 0.1010	Troylloto Toxic	Building: FIRE ADMINISTRATION HEADQUARTERS	Program
C.01	TASK CHAIR		Reference No.
C.05	STACK CHAIR		A1.18
D.02	OFFICE L SHAPED DESK W/ DRAWER/FILE CABINET	Department: PIO (PUBLIC INFORMATION OFFICER)	
E.14	TRASH CAN		Total Square Footage:120 SF
E.15	RECYCLING CAN	Description: OFFICE	Scale: 3/16" = 1'-0"
S.02	BOOKSHELF		Quantity: 2

SPACE IDENTIFICATION									
COMPONENT DIAGRAM RO	OM NAME:		COMPONENT DIAGRAM ROOM NAME:						
PIO - Office				A1.18					
SPACE USE									
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIFS	UTILIZATION		ACC	FSS	SECURITY		
	SECONDARI ACTIVI	IILJ.	☑ 8 HRS / DA	ΑΥ		PUBLIC	□ NO LOC	CK 🔲 K	EYPAD
Office			☐ 24 HRS / [			STAFF	☐ KEY LO		EYCARD
SPECIAL REQUIREMENTS:			OTHER			SECURE	Ссту		CCESS
ROOM/SPACE RELATIONSH	IIPS				•		•		
INTERIOR ADJACENCIES:			EXTERIOR AD	JACENCI	ES		ISOLATIO	N	
			☐ PUBLIC P.	ARKING			SOUND:	YES 🔲	NO 🗹
			☐ SECURED	PARKING	Ĝ		SECURITY	: YES 🗖	NO 🗹
			☐ OUTSIDE	BREAK AI	REA		VISUAL:	YES 🗖	NO 🔽
			☐ OTHER				OTHER:	YES	NO 🔽
ROOM/SPACE CHARACTE	RISTICS						_	,	
FLOOR FINISH	WALL FINISH(S)	CEILING <sup>-</sup>		CEILIN		IGHT	GLASS	ACOUSTIC TE	REATMENT
☐ SEALED CONCRETE	☑ PAINT	1	STIC TILE	<b>☑</b> 10'			☐ EXTERIOR	✓ NONE	
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		<b>1</b> 2°			☐ INTERIOR	■ WALLS	
☐ RESILIENT	☐ CERAMIC TILE	☐ SOFFI		□ OP			☐ SHADES	☐ CEILING	
☐ CERAMIC TILE	☐ WALLCOVERING	EXPO:		□от	HER		☐ TINT	☐ PANELS	
☐ OTHER	☐ WAINSCOT	☐ OTHE	R				OTHER:	☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPME	NT	FURNISHINGS			COUNTERTOR	PS	
☑ SOLID WOOD	□PAINT	☐ BY OV	NER BASE CABINET			☐ PLASTIC L	AM.		
☐ HOLLOW METAL	☐ STAINED	□ ву со	NTRACTOR				☐ SOLID SU	RFACE	
☐ STOREFRONT	✓ LAMINATE	☐ FUTU	URE		☑ FREE-STANDING FURNITURE		☐ STAINLES	S STEEL	
☐ DOUBLE	☐ MANUFACTURER	☐ OTHE	ER S		SYSTEM FURNITURE (CUBICLE)		■ ADA		
☑ GLASS/VISION LITE			🗆		FULL HEIGHT PANTRY/STORAGE		☐ OTHER		
☐ FRAME SIDE LITE			☐ OPEN SHE		IN SHELVING SYSTEMS				
☐ OTHER				☐ OTHER					
SPECIAL REQUIREMENTS:									
Floor: dyed carpet w	ith a pop of color or a	fun patter	n. Wall: one	accen	t wal	I color.	Ceiling: grid	in a cloud	design
MECHANICAL AND ELECT	RICAL REQUIREMENTS								
LIGHTING	HVAC	PLUMBIN	G	ELEC	TRICA	L POWER		COMMUNIC	CATION
■ NATURAL LIGHT	■ EXHAUST ONLY	☐ SINK(	S)	<b>☑</b> S	TANDA	ARD POW	ER	☐ TELEPH	ONE
✓ INDIRECT LED	☑ STANDARD	☐ TOILE				NCY POW	, ,	☐ TELEVIS	SION
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ SHOW	'ER			TOR BAC		□ DATA	
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOF		□ D	EDICA	TED EQU	IPMENT	□ сст∨	
☐ WEATHERPROOF			RESSED AIR					☐ RADIO	
FULL DIMMING		□ OTHE	R						
☐ OTHER									
SPECIAL REQUIREMENTS:									
GENERALCOMMENTS/ RE	MAKKS								



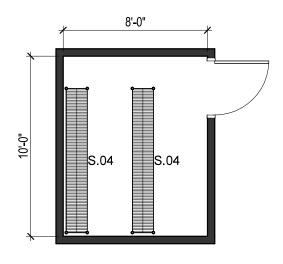
	FURNITURE		
Key Va <b>l</b> ue	Keynote Text		
0.04	TACK CHAID		
C.01	TASK CHAIR		Drogram
C.05	STACK CHAIR	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
D.01	EXECUTIVE OFFICE DESK W/ HUTCH		
	AND DRAWERS		84.40
E.14	TRASH CAN	Department: PIO (PUBLIC INFORMATION OFFICER)	A1.19
E.15	RECYCLING CAN		T / 10
S.02	BOOKSHELF		Total Square Footage: 180 SF
S.08	UNIFORM WARDROBE	Description: SUPERVISOR OFFICE	Scale: 3/16" = 1'-0"
S.09	SHELVING/FILE CABINET		Quantity: 1

COMPONENT DIAGRAM ROOM NAME:				COMPONENT DIAGRAM ROOM NAME:				
Supervisor Office				A1.19				
PRIMARY ACTIVITIES:	SECONDARY ACT	TIVITIES:	UTILIZATION	1	ACCESS	SECURITY		
	SECONDARTAC	HVIIILS.	☑ 8 HRS / D		D PUBLIC	□ NO LOC	CK	
Office			☐ 24 HRS /	DAY	☑ STAFF	☐ KEY LO	_	
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	☑ CCTV	☐ ACCESS	
ROOM/SPACE RELATIONSHI	DC							
INTERIOR ADJACENCIES:			EXTERIOR A	DJACENCII	ES	ISOLATIO	N	
			☐ PUBLIC F		_	SOUND:	YES NO	
			SECUREI			SECURITY		
			OUTSIDE	BREAK AI	KEA	VISUAL: OTHER:	YES □ NO ☑ YES □ NO ☑	
	NOTICE .		•			•		
ROOM/SPACE CHARACTER	WALL FINISH(S)	CEILING 1	TYPF	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT	
☐ SEALED CONCRETE	✓ PAINT	☑ ACOU		☑ 10°		☐ EXTERIOR	✓ NONE	
✓ CARPET/CARPET TILE	☐ TACKABLE SURFACE	1		☐ 12 <sup>'</sup>		☐ INTERIOR	☐ WALLS	
RESILIENT	CERAMIC TILE	□ SOFFI		□ОР		SHADES	CEILING	
☐ CERAMIC TILE	□ WALLCOVERING	☐ EXPO	SED	□от	HER	☐ TINT	☐ PANELS	
☐ OTHER	☐ WAINSCOT	☐ OTHE	R			OTHER:	☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPMEI		FURNI	SHINGS		COUNTERTOPS	
☑ SOLID WOOD	PAINT	☐ BY OW					☐ PLASTIC LAM.	
HOLLOW METAL	STAINED	I —	I —		PPER CABINET	SOLID SURFACE		
☐ STOREFRONT ☐ DOUBLE	☐ LAMINATE ☐ MANUFACTURER	☐ FUTUI			REE-STANDING I STEM FURNITU		STAINLESS STEEL  ADA	
☐ GLASS/VISION LITE	MANOTACTORER				ILL HEIGHT PANT	OTHER		
☐ FRAME SIDE LITE					☐ OPEN SHELVING SYSTEMS		- Onnex	
☐ OTHER			☐ OTHER					
SPECIAL REQUIREMENTS:								
Floor: dyed carpet wi	ith a pop of color or	a fun patter	n. Wall: one	e accen	t wall color.	Ceiling: grid	in a cloud design	
MECHANICAL AND ELECTR	ICAL REQUIREMENTS							
LIGHTING	HVAC	PLUMBIN			TRICAL POWER		COMMUNICATION	
☐ NATURAL LIGHT	EXHAUST ONLY	☐ SINK(S			TANDARD POW		☐ TELEPHONE	
☑ INDIRECT LED	STANDARD	☐ TOILE		1	MERGENCY POW		TELEVISION	
ACCENT LIGHTING  DOWNLIGHTS	☐ COMPUTER 24/7 ☐ DEDICATED SYSTEM	☐ SHOW		1 —	ENERATOR BACI EDICATED EQU		☑ DATA □ CCTV	
☐ WEATHERPROOF	DEDICATED STSTEM	1—	RESSED AIR		EDICATEDEQU	IPMENT	RADIO	
FULL DIMMING		OTHE					I KADIO	
OTHER			•					
SPECIAL REQUIREMENTS:		<b>'</b>					-	
GENERALCOMMENTS/ REM	MARKS							



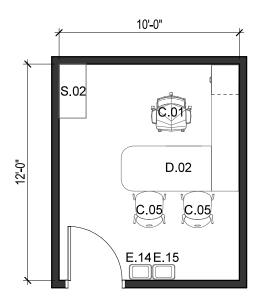
	FURNITURE		Due augus	
Key	T OTT THE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.	
Value	Keynote Text		A4 20	
		Department: PIO (PUBLIC INFORMATION OFFICER)	A1.20	
C.05	STACK CHAIR		Total Square Footage: 150 SF	
E.16	PROJECTION SCREEN	Description: INTERVIEW AREA	Scale: 3/16" = 1'-0"	
T.04	FLIP TOP TABLE		Quantity: 1	

COMPONENT DIAGRAM ROOM NAME:				COMPONENT DIAGRAM ROOM NAME:			
Interview Area				A1.20			
L							
SPACE USE	SECONDARY ACTIVI	TIEC.	LITUIZATION		ACCECC	CECUDITY	
PRIMARY ACTIVITIES:		HES:	UTILIZATION  B HRS / D	7A	ACCESS PUBLIC	SECURITY NO LOC	CK
Interview	Office		☐ 24 HRS / I		☑ STAFF	☐ KEY LO	
SPECIAL REQUIREMENTS:	<u>.</u>		☐ OTHER		☐ SECURE	ССТУ	☐ ACCESS
					•	•	
ROOM/SPACE RELATIONSHI INTERIOR ADJACENCIES:	<u>IPS</u>		EXTERIOR AD	JACENCI	FS	ISOLATIO	N
			✓ PUBLIC P			SOUND:	YES 🗹 NO 🗖
			☐ SECURED			SECURITY	
			OUTSIDE	BREAK AI	REA	VISUAL:	YES NO Z
			☐ OTHER			OTHER:	YES NO 🗹
ROOM/SPACE CHARACTER	ISTICS						
FLOOR FINISH	WALL FINISH(S)	CEILING T			NG HEIGHT	GLASS	ACOUSTIC TREATMENT
☐ SEALED CONCRETE	PAINT	☑ ACOU		<b>☑</b> 10'		☐ EXTERIOR	NONE
☑ CARPET/CARPET TILE	TACKABLE SURFACE	DRY W		12		☑ INTERIOR	WALLS
RESILIENT CERAMIC TILE	CERAMIC TILE  WALLCOVERING	SOFFI EXPOS		□ OP		SHADES	☐ CEILING☐ PANELS
OTHER	□ WALLCOVERING □ WAINSCOT	OTHEI			HER	OTHER:	OTHER
DOOR TYPE	DOOR FINISH		EQUIPMENT		FURNISHINGS		COUNTERTOPS
☑ SOLID WOOD	□PAINT	☐ BY OW	/NER	☐ BASE CABINET			☐ PLASTIC LAM.
☐ HOLLOW METAL	☐ STAINED	□ ву со			PPER CABINET		☐ SOLID SURFACE
☐ STOREFRONT	✓ LAMINATE	☐ FUTUF			REE-STANDING	☐ STAINLESS STEEL	
DOUBLE	☐ MANUFACTURER	OTHEI			STEM FURNITU	•	☐ ADA
☐ GLASS/VISION LITE ☐ FRAME SIDE LITE					ILL HEIGHT PANT	•	☐ OTHER
OTHER					OPEN SHELVING SYSTEMS OTHER		
SPECIAL REQUIREMENTS:							<u>l</u>
MECHANICAL AND ELECTR	DICAL DECILIDEMENTS						
LIGHTING	HVAC	PLUMBIN	G	ELEC.	TRICAL POWER		COMMUNICATION
☐ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S			TANDARD POW		☑ TELEPHONE
✓ INDIRECT LED	☑ STANDARD	☐ TOILE		<b>☑</b> Er	MERGENCY POW	/ER (UPS)	☑ TELEVISION
☑ ACCENT LIGHTING	COMPUTER 24/7	☐ show			ENERATOR BAC		☑ DATA
DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		<b>□</b> D	EDICATED EQU	IPMENT	□ CCTV
☐ WEATHERPROOF			RESSED AIR				☐ RADIO
☐ FULL DIMMING ☐ OTHER		OTHER	₹				
SPECIAL REQUIREMENTS:	1						
SI LOIAL ILLQUINLIMENTS.							
GENERALCOMMENTS/ REM	MARKS						
Class well to Late	. Oroon series for fil	nin e					
Glass wall to Lobby -	+ Green screen for filn	nıng					



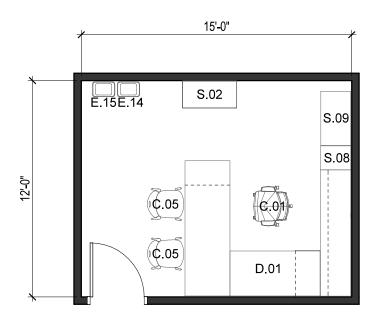
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.  A1.21	
Key Va <b>l</b> ue	Keynote Text	Department: PIO (PUBLIC INFORMATION OFFICER)		
S.04	WIRE STORAGE SHELF	Description: STORAGE AREA	Total Square Footage: 80 SF Scale: 3/16" = 1'-0"	
		'	Quantity: 1	

COMPONENT DIAGRAM ROOM NAME:				COMPONENT DIAGRAM ROOM NAME:					
Storage Area			A1.21						
SPACE USE									
PRIMARY ACTIVITIES:	SECONDARY A	CTIVITIES:	UTILIZATION	٧	ACCESS		SECURITY		
Storage			☑ 8 HRS / [		☐ PUE		☐ NO LOC		KEYPAD
SPECIAL REQUIREMENTS:			│	DAY	☑ STA		KEY LOC		KEYCARD ACCESS
or contribution					<b>–</b> 320	OKL	= 00.1		100200
							1		
ROOM/SPACE RELATIONSHI	PS		EVTEDIOD A	D IACENCIE	-c		ICOLATION	vi	
INTERIOR ADJACENCIES:			EXTERIOR A  PUBLIC		:5		ISOLATION SOUND:	YES 🗖	NO 🔽
			☐ SECURE		i		SECURITY	_	NO 🗹
			OUTSID	E BREAK AF	REA		VISUAL:	YES 🔲	NO 🔽
			☐ OTHER				OTHER:	YES 🗖	NO 🔽
ROOM/SPACE CHARACTER	ISTICS								
FLOOR FINISH	WALL FINISH(S)	CEILING T			IG HEIGHT		GLASS	ACOUSTIC T	REATMENT
SEALED CONCRETE	PAINT	ACOU:		☑ 10'			EXTERIOR	☑ NONE	
☐ CARPET/CARPET TILE☐ RESILIENT	☐ TACKABLE SURFAC	1—		☐ 12'			☐ INTERIOR ☐ SHADES	☐ WALLS ☐ CEILING	
CERAMIC TILE	☐ WALLCOVERING	SOFFI					I SHADES	☐ PANELS	
OTHER	□ WALLCOVERING	OTHEI					OTHER:	OTHER	
DOOR TYPE	DOOR FINISH	EQUIPMEN		FURNI	FURNISHINGS		COUNTERTOP		PS
☑ SOLID WOOD	PAINT	<b>□</b> BY OW	/NER	ER BASE CABINET			☐ PLASTIC	LAM.	
☐ HOLLOW METAL	<b>□</b> STAINED	□ ву со	☐ BY CONTRACTOR I		☐ UPPER CABINET			☐ SOLID SU	IRFACE
☐ STOREFRONT	✓ LAMINATE	☐ FUTU			☐ FREE-STANDING FURNITURE			☐ STAINLES	SS STEEL
DOUBLE	☐ MANUFACTURER	☐ OTHE	₹	I	SYSTEM FURNITURE (CUBICLE)			☐ ADA	
GLASS/VISION LITE					L HEIGHT PANTRY/STORAGE		☐ OTHER		
FRAME SIDE LITE  OTHER			☑ OPEN SHELVING SYST			EMS			
SPECIAL REQUIREMENTS:				☐ OTHER					
MECHANICAL AND ELECTE	NCAL DECUIDEMENT	•							
LIGHTING	HVAC	PLUMBIN	G	ELECT	TRICAL PO	WER		COMMUNI	CATION
☐ NATURAL LIGHT	■ EXHAUST ONLY	☐ SINK(S			TANDARD F		1	☐ TELEPH	
☐ INDIRECT LED	☑ STANDARD	☐ TOILE		□ EN	MERGENCY	POWER	R (UPS)	☐ TELEVI	SION
ACCENT LIGHTING	COMPUTER 24/7	☐ show		<del></del>	ENERATOR			☐ DATA	
DOWNLIGHTS	☐ DEDICATED SYSTEM	1—			EDICATED	EQUIP	MENT	ССТУ	
☐ WEATHERPROOF		OTHER	RESSED AIR					☐ RADIO	
☐ FULL DIMMING ☐ OTHER		L OTHER	7						
SPECIAL REQUIREMENTS:									
GENERALCOMMENTS/ REM	MARKS								



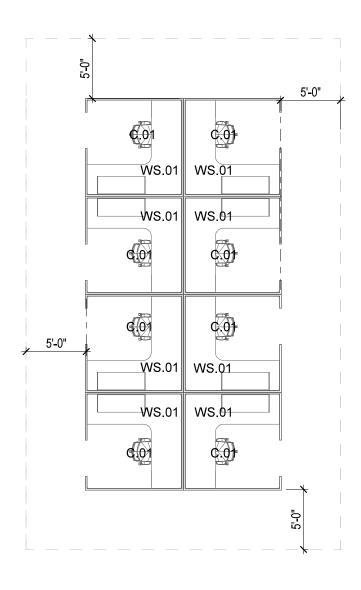
	FURNITURE		
Key Value	Keynote Text		
C.01	TASK CHAIR	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
C.05	STACK CHAIR		A1.22
D.02	OFFICE L SHAPED DESK W/ DRAWER/FILE CABINET	Department: FINANCE	
E.14	TRASH CAN	1	Total Square Footage: 120 SF
E.15	RECYCLING CAN	Description: OFFICE	Scale: 3/16" = 1'-0"
S.02	BOOKSHELF		Quantity: 3

COMPONENT DIAGRAM ROOM NAME:				COMPONENT DIAGRAM ROOM NAME:			
Finance - Office				A1.22			
CDACE USE							
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY	
Finance	Office		☑ 8 HRS/D		☐ PUBLIC	☐ NO LOC	<del>-</del>
			24 HRS / I	DAY	☑ STAFF	☐ KEY LO	CK
SPECIAL REQUIREMENTS:			OTHER		SECURE	L CCIV	ACCESS
ROOM/SPACE RELATIONSHI	IPS		- EVTERIOR AS	LACENCI	F.C.	ICOL ATIO	Al
INTERIOR ADJACENCIES:			EXTERIOR AD PUBLIC F		ES	ISOLATIOI SOUND:	N YES NO D
			☐ SECURED		j	SECURITY	
			☐ OUTSIDE	BREAK AI	REA	VISUAL:	YES NO
			☐ OTHER			OTHER:	YES NO
ROOM/SPACE CHARACTER	RISTICS						
FLOOR FINISH	WALL FINISH(S)	CEILING T			NG HEIGHT	GLASS	ACOUSTIC TREATMENT
SEALED CONCRETE	PAINT	☑ ACOUS				EXTERIOR	NONE
☐ CARPET/CARPET TILE☐ RESILIENT	☐ TACKABLE SURFACE☐ CERAMIC TILE	DRY W		☐ 12 <sup>3</sup>		☐ INTERIOR☐ SHADES	☐ WALLS ☐ CEILING
CERAMIC TILE	☐ WALLCOVERING	EXPOS		ОГ		TINT	☐ PANELS
OTHER	☐ WAINSCOT	OTHER			TILIX	OTHER:	☐ OTHER
DOOR TYPE	DOOR FINISH	EQUIPMEN	NT	FURNI	FURNISHINGS		COUNTERTOPS
☑ SOLID WOOD	□PAINT	☐ BY OW	/NER	☐ BASE CABINET			☐ PLASTIC LAM.
☐ HOLLOW METAL	STAINED	_	NTRACTOR	■ UPPER CABINET			☐ SOLID SURFACE
STOREFRONT	LAMINATE	☐ FUTUF		☐ FREE-STANDING FU			☐ STAINLESS STEEL
☐ DOUBLE☐ GLASS/VISION LITE☐	☐ MANUFACTURER	OTHE	THER		SYSTEM FURNITURE (CU FULL HEIGHT PANTRY/STO		☐ ADA ☐ OTHER
FRAME SIDE LITE					☐ OPEN SHELVING SYSTEMS		U OTHER
☐ OTHER			OTHER			0.120	
SPECIAL REQUIREMENTS:		•		•			
						0.11	
Floor: dyed carpet w	ith a pop of color or a	tun patterr	n. vvaii: one	accen	t wall color.	Ceiling: grid	in a cloud design
MECHANICAL AND ELECT	RICAL REQUIREMENTS						
LIGHTING	HVAC	PLUMBIN			TRICAL POWER		COMMUNICATION
☐ NATURAL LIGHT ☐ INDIRECT LED	☐ EXHAUST ONLY ☐ STANDARD	☐ SINK(S			TANDARD POW		☐ TELEPHONE
ACCENT LIGHTING	COMPUTER 24/7	☐ TOILET		l	MERGENCY POW ENERATOR BAC		☐ TELEVISION ☐ DATA
DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		1 —	EDICATED EQU		□ CCTV
☑ WEATHERPROOF		1-	RESSED AIR		2010/1120 200		RADIO
FULL DIMMING		OTHER					
☐ OTHER							
SPECIAL REQUIREMENTS:							
CENEDAL COMMENTS / DEA	MADVE						
GENERALCOMMENTS/ REM	CANAIV						



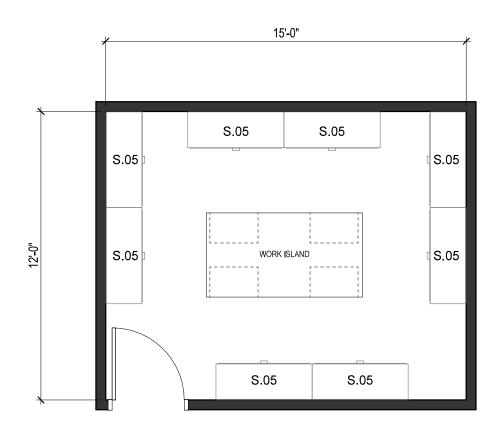
	FURNITURE		
Key Va <b>l</b> ue	Keynote Text		
C.01	TASK CHAIR		
C.05	STACK CHAIR	Building: FIRE ADMINISTRATION HEADQUARTERS	Program
D.01	EXECUTIVE OFFICE DESK W/ HUTCH AND DRAWERS	<u> </u>	Reference No.
E.14	TRASH CAN	Department:FINANCE	<b>A1.22</b> a
E.15	RECYCLING CAN		T
S.02	BOOKSHELF		Total Square Footage: 180 SF
S.08	UNIFORM WARDROBE	Description: EXECUTIVE OFFICE	Scale: 3/16" = 1'-0"
S.09	SHELVING/FILE CABINET		Quantity: 1

SPACE IDENTIFICATION									
COMPONENT DIAGRAM RO	OM NAME:		(	COMPON	ENT DIAG	GRAM RO	OM NAME:		
Executive Office		A1.22a							
SPACE USE									
PRIMARY ACTIVITIES:	SECONDARY ACTIV	ITIES:	UTILIZATION		ACCESS	S	SECURITY		
Office	)HICE		☑ 8 HRS / DA		☐ PU	JBLIC FAFF	☐ NO LOC	_	KEYPAD KEYCARD
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SE	ECURE	□ сстv		ACCESS
ROOM/SPACE RELATIONSH	IIPS								
INTERIOR ADJACENCIES:			EXTERIOR ADJ	ACENCIE	-S		ISOLATION	V	
	□ PUBLIC PA□ SECURED □ OUTSIDE E□ OTHER	PARKING			SOUND: SECURITY: VISUAL: OTHER:	YES  : YES  YES  YES  YES	NO		
ROOM/SPACE CHARACTE	RISTICS								
FLOOR FINISH	WALL FINISH(S)	CEILING 1	 ГҮРЕ	CEILIN	IG HEIGH	łT T	GLASS	ACOUSTIC 1	TREATMENT
SEALED CONCRETE  ☐ CARPET/CARPET TILE ☐ RESILIENT ☐ CERAMIC TILE ☐ OTHER	☐ PAINT ☐ TACKABLE SURFACE ☐ CERAMIC TILE ☐ WALLCOVERING ☐ WAINSCOT	☐ ACOU ☐ DRY W ☐ SOFFI ☐ EXPOS	STIC TILE /ALL T(S) SED	☑ 10' ☐ 12' ☐ OP	☐ 10'-0' ☐ 12'-14' ☐ OPEN ☐ OTHER		□ EXTERIOR □ NONE □ INTERIOR □ WALLS □ SHADES □ CEILING □ TINT □ PANELS		
	+-			FUDAI			OTHER:	OTHER	nnc .
DOOR TYPE  SOLID WOOD HOLLOW METAL STOREFRONT DOUBLE GLASS/VISION LITE FRAME SIDE LITE OTHER	DOOR FINISH  PAINT STAINED LAMINATE MANUFACTURER	BY OW BY CO	EQUIPMENT  BY OWNER  BY CONTRACTOR  FUTURE  OTHER		FURNISHINGS  BASE CABINET UPPER CABINET FREE-STANDING FURNITURE SYSTEM FURNITURE (CUBICLE FULL HEIGHT PANTRY/STORAGE OPEN SHELVING SYSTEMS			COUNTERTO PLASTIC SOLID SI STAINLE ADA OTHER	LAM. URFACE
Floor: dyed carpet w	rith a pop of color or a	fun patter	n. Wall: one	accent	t wall c	olor. (	Ceiling: grid	in a cloud	design
LIGHTING	HVAC	PLUMBIN	G	ELEC1	FRICAL P	OWER		COMMUN	ICATION
□ NATURAL LIGHT □ INDIRECT LED □ ACCENT LIGHTING □ DOWNLIGHTS □ WEATHERPROOF □ FULL DIMMING □ OTHER	☐ EXHAUST ONLY ☐ STANDARD ☐ COMPUTER 24/7 ☐ DEDICATED SYSTEM	☐ SINK(S☐ TOILE	5) T ER DRAIN RESSED AIR	ELECTRICAL POWER  STANDARD POWER  EMERGENCY POWER (UPS)  GENERATOR BACK-UP  DEDICATED EQUIPMENT		R (UPS) UP	☐ TELEP☐ TELEV☐ DATA☐ CCTV☐ RADIO	HONE ISION	
SPECIAL REQUIREMENTS:								<b>'</b>	
GENERALCOMMENTS/ RE	MARKS								



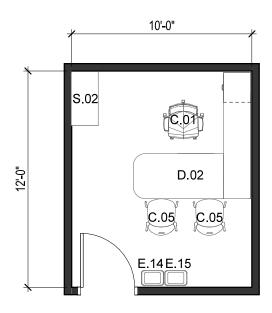
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text	Department: FINANCE	A1.23
C.01	TASK CHAIR	<b>2</b>	Total Square Footage: 512 SF
WS.01	CUBICLE 8 X 8	Description: CUBICLE AREA	Scale: 1/8" = 1'-0"  Quantity: 1

SPACE IDENTIFICATION								
COMPONENT DIAGRAM RO	OM NAME:			COMPON	IENT D	IAGRAM I	ROOM NAME:	
Cubical Area		A1.23						
SPACE USE								
PRIMARY ACTIVITIES:	SECONDARY ACTIV	TIES:	UTILIZATION		ACC	ESS	SECURITY	
Office	ice I		☑ 8 HRS / DA			PUBLIC STAFF	☐ NO LOC	<del></del>
SPECIAL REQUIREMENTS:			☐ OTHER			SECURE	Ссту	☐ ACCESS
ROOM/SPACE RELATIONSH INTERIOR ADJACENCIES:	IPS		EXTERIOR AD	IACENCII	FS		ISOLATIO	NI
INTERIOR ADJACENCIES.			D PUBLIC PA				SOUND:	YES NO 🗸
			SECURED OUTSIDE OTHER	PARKING			SECURITY VISUAL: OTHER:	
ROOM/SPACE CHARACTE	RISTICS							
FLOOR FINISH	WALL FINISH(S)	CEILING <sup>-</sup>	ГҮРЕ	CEILIN	NG HE	IGHT	GLASS	ACOUSTIC TREATMENT
☐ SEALED CONCRETE	✓ PAINT		STIC TILE	<b>☑</b> 10'			☐ EXTERIOR	✓ NONE
☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	DRY W	/ALL	☐ 12 <sup>'</sup>	-14'		☐ INTERIOR	☐ WALLS
RESILIENT	CERAMIC TILE	□ SOFFI		□ OP			☐ SHADES	CEILING
CERAMIC TILE	☐ WALLCOVERING	EXPO:		□ от			☐ TINT	☐ PANELS
☐ OTHER	☐ WAINSCOT	OTHE					OTHER:	☐ OTHER
DOOR TYPE	DOOR FINISH	EQUIPME		FURNI	FURNISHINGS			COUNTERTOPS
☐ SOLID WOOD	PAINT	□ BY OV		☐ BASE CABINET			☐ PLASTIC LAM.	
HOLLOW METAL	STAINED	I —	NTRACTOR	☐ UPPER CABINET			SOLID SURFACE	
STOREFRONT	LAMINATE	☐ FUTU		☐ FREE-STANDING FU		LIBNITLIBE	☐ STAINLESS STEEL	
DOUBLE	☐ MANUFACTURER	OTHE		✓ SYSTEM FURNITURE			☐ ADA	
☐ GLASS/VISION LITE	- MANOTACTORER			☐ FULL HEIGHT PANTRY/S			` '	OTHER
☐ FRAME SIDE LITE		ŀ				ELVING SY	•	- OTTIEK
OTHER				ОТ		LEVINOSI	STEMS	
SPECIAL REQUIREMENTS:					TILK			
-								
MECHANICAL AND ELECT	RICAL REQUIREMENTS							
LIGHTING	HVAC	PLUMBIN		ELEC	TRICA	L POWER		COMMUNICATION
■ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(				ARD POWI		☐ TELEPHONE
✓ INDIRECT LED	☑ STANDARD	☐ TOILE		1 —		NCY POW	, ,	☐ TELEVISION
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ SHOW	'ER			TOR BACK		✓ DATA
☐ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOF		<b>□</b> D	EDICA	TED EQUI	PMENT	□ сстv
☑ WEATHERPROOF			RESSED AIR					☐ RADIO
☐ FULL DIMMING		□ OTHE	R					
☐ OTHER								
SPECIAL REQUIREMENTS:								
GENERALCOMMENTS/ RE	MADKE							
GENERALCOMMENTS/ RE	€AAAIW							



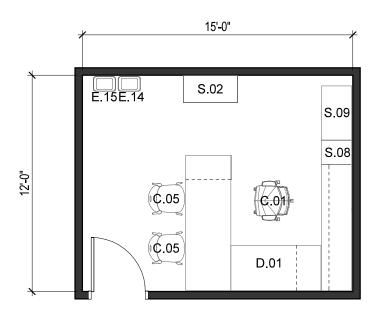
FURNITURE		Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text		A1.24
value	Reynole Text	Department:FINANCE	A1.24
S.05	3-DRAWER LATERAL FILE CABINET		Total Square Footage: 180 SF
		Description: LARGE FILE AREA	Scale: 1/4" = 1'-0"
			Quantity: 1

COMPONENT DIAGRAM ROOM NAME:					COMPONENT DIAGRAM ROOM NAME:					
Large File Area					A1.24					
CDACE USE				<u>'</u>						
PRIMARY ACTIVITIES:		SECONDARY ACTIVITI	ES:	UTILIZATION		ACC	ESS	SECURITY		
Storage				☑ 8 HRS / D			PUBLIC	□ NO LO	_	EYPAD
<u> </u>			24 HRS / I	DAY		STAFF	☐ KEY LC		EYCARD CCESS	
SPECIAL REQUIREMENTS:				OTHER			SECURE			CCESS
ROOM/SPACE RELATIONSHI	PS									
INTERIOR ADJACENCIES:				EXTERIOR AD PUBLIC P		ES		ISOLATIO SOUND:	YES 🗖	NO 🔽
				SECURED		G		SECURITY	_	NO 🔽
				OUTSIDE	BREAK A	REA		VISUAL:	YES	NO 🔽
				☐ OTHER				OTHER:	YES	NO 🔽
ROOM/SPACE CHARACTER	RISTICS									
FLOOR FINISH		FINISH(S)	CEILING T	YPE		NG HE	IGHT	GLASS	ACOUSTIC TR	EATMENT
☐ SEALED CONCRETE	☑ PAI		ACOUS		<b>☑</b> 10			☐ EXTERIOR	✓ NONE	
☐ CARPET/CARPET TILE☐ RESILIENT		CKABLE SURFACE RAMIC TILE	DRY W		☐ 12 <sup>1</sup>			☐ INTERIOR☐ SHADES	☐ WALLS ☐ CEILING	
CERAMIC TILE		RAMIC TILE LLCOVERING	SOFFI EXPOS		OT OT			☐ TINT	☐ PANELS	
☐ OTHER	1 —	INSCOT	OTHER			TILIX		OTHER:	☐ OTHER	
DOOR TYPE	DOOR F	FINISH	EQUIPMEN	NT	FURN	FURNISHINGS			COUNTERTOP	'S
☑ SOLID WOOD	□PAII	NT	☐ BY OW	/NER	R BASE CABINET		ABINET		☐ PLASTIC L	AM.
☐ HOLLOW METAL	STA		1 —	■ BY CONTRACTOR			CABINET		SOLID SUF	
STOREFRONT	☑ LAM		ł				FANDING F	☐ STAINLES	S STEEL	
☐ DOUBLE☐ GLASS/VISION LITE	LI MA	NUFACTURER	OTHER			SYSTEM FURNITURE (CUBICLE)  FULL HEIGHT PANTRY/STORAGE			☐ ADA ☐ OTHER	
FRAME SIDE LITE					OPEN SHELVING SYS		•	U OTHER		
☐ OTHER				☐ OPEN SHELVING			,	0.12.110		
SPECIAL REQUIREMENTS:			•		•					
Floor: LVT. Casewor	k: plas	stic laminate								
MECHANICAL AND ELECT	RICAL R	EQUIREMENTS								
LIGHTING	HVAC		PLUMBIN				L POWER		COMMUNIC	
☐ NATURAL LIGHT ☐ INDIRECT LED		HAUST ONLY ANDARD	SINK(S				ARD POWE		☐ TELEPH	
ACCENT LIGHTING	1 —	MPUTER 24/7	☐ TOILET		l		ENCY POW ATOR BACK		DATA	ION
DOWNLIGHTS	_	DICATED SYSTEM	☐ FLOOR		1 —		TED EQUI		CCTV	
☐ WEATHERPROOF			1—	RESSED AIR	-				RADIO	
☐ FULL DIMMING			OTHER	₹						
☐ OTHER										
SPECIAL REQUIREMENTS:										
CENEDAL COMMENTS / DEA	AADVE									
GENERALCOMMENTS/ REM	CARMIN									



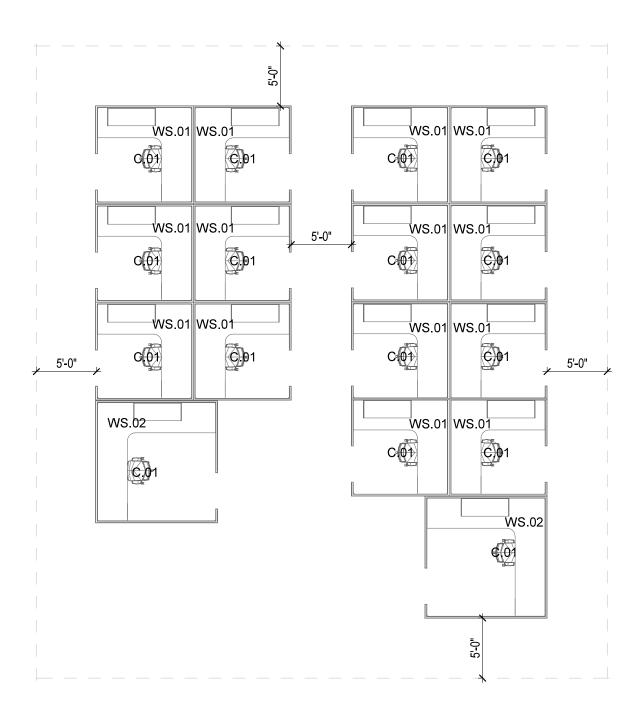
	FURNITURE			
Key Va <b>l</b> ue	Keynote Text			
, coynote , one		Building: FIRE ADMINISTRATION HEADQUARTERS	Program	
C.01	TASK CHAIR		Reference No.	
C.05	STACK CHAIR		A1.25	
D.02	OFFICE L SHAPED DESK W/ DRAWER/FILE CABINET	Department: HUMAN RESOURCES		
E.14	TRASH CAN		Total Square Footage: 120 SF	
E.15	RECYCLING CAN	Description: OFFICES	Scale: 3/16" = 1'-0"	
S.02	BOOKSHELF		Quantity: 7	

SPACE IDENTIFICATION									
COMPONENT DIAGRAM RO	OM NAME:			COMPON	IENT [	DIAGRAM	ROOM NAME:		
Human Resources		A1.25							
SPACE USE									
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIFS	UTILIZATION		ACC	FSS	SECURITY		
	SECONDAIN ACTIVI	IILJ.	☑ 8 HRS / DA	ΑΥ		PUBLIC	□ NO LOC	CK 🔲 F	KEYPAD
Office			☐ 24 HRS / E			STAFF	☑ KEY LO		KEYCARD
SPECIAL REQUIREMENTS:			☐ OTHER			SECURE	□ сст∨		ACCESS
			_						
ROOM/SPACE RELATIONSH	IIPS								
INTERIOR ADJACENCIES:			EXTERIOR AD	JACENCII	ES		ISOLATIO	N	
			☐ PUBLIC PA				SOUND:	YES 🔲	NO 🔽
			☐ SECURED				SECURITY		NO 🔽
			OUTSIDE	BREAK AI	REA		VISUAL:	YES	NO 🗹
			☐ OTHER				OTHER:	YES 🗖	NO 🔽
ROOM/SPACE CHARACTE									
FLOOR FINISH	WALL FINISH(S)	CEILING		CEILIN		IGHT	GLASS	ACOUSTIC T	REATMENT
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU		<b>2</b> 10			☐ EXTERIOR	✓ NONE	
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		☐ 12 <sup>3</sup>			☐ INTERIOR	■ WALLS	
☐ RESILIENT	☐ CERAMIC TILE	☐ SOFFI		□ОР			☐ SHADES	☐ CEILING	
☐ CERAMIC TILE	☐ WALLCOVERING	EXPO:		□от	HER		□ TINT	☐ PANELS	
☐ OTHER	☐ WAINSCOT	☐ OTHE	R				OTHER:	☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPME	NT	FURNI	FURNISHINGS			COUNTERTO	PS
☑ SOLID WOOD	□PAINT	☐ BY OV	/NER	■ BASE CABINET			□ PLASTIC	LAM.	
☐ HOLLOW METAL	☐ STAINED	□ ву со	NTRACTOR	■ UPPER CABINET			☐ SOLID SU	JRFACE	
☐ STOREFRONT	✓ LAMINATE	☐ FUTU	RE	☑ FREE-STANDING FU		FURNITURE	☐ STAINLES	SS STEEL	
☐ DOUBLE	■ MANUFACTURER	☐ OTHE	R	☐ SYSTEM FURNITURE			IRE (CUBICLE)	☐ ADA	
☑ GLASS/VISION LITE				☐ FULL HEIGHT PANTRY/S			RY/STORAGE	☐ OTHER	
☐ FRAME SIDE LITE				☐ OF	PEN SH	ELVING SY	'STEMS		
☐ OTHER				П П	HER				
SPECIAL REQUIREMENTS:									
	ith a non of color or a	fun nattar	n 14/all, and		4	ممامه ا	Cailings anid	امريمام م	docion
Floor, dyed carpet w	vith a pop of color or a	iun paller	n. vvali. one	accen	ı waı	i color.	Ceiling, grid	in a cioud	design
MECHANICAL AND ELECT	DICAL DECUIDEMENTS								
LIGHTING	HVAC	PLUMBIN	IG	ELEC.	TRICA	L POWER		COMMUNI	CATION
☐ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S				ARD POW		☑ TELEPI	
✓ INDIRECT LED	✓ STANDARD	☐ TOILE				NCY POW		☐ TELEVI	
ACCENT LIGHTING	COMPUTER 24/7	☐ show		—		TOR BACI	` '	☑ DATA	
☐ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOF			EDICA	TED EQU	IPMENT	ССТУ	
☐ WEATHERPROOF		1—	RESSED AIR					RADIO	
☐ FULL DIMMING		□ отне	R						
☐ OTHER									
SPECIAL REQUIREMENTS:				-					
GENERALCOMMENTS/ RE	MARKS								
1									



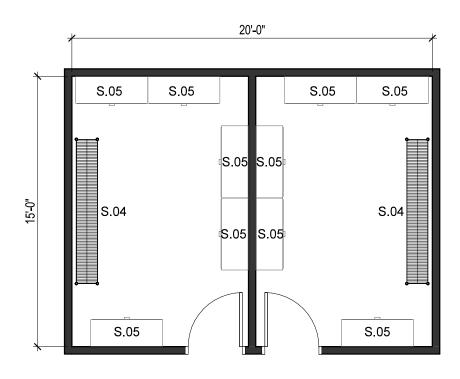
	FURNITURE			
Key Va <b>l</b> ue	Keynote Text			
value	Reynote Text			
C.01	TASK CHAIR			
C.05	STACK CHAIR	Building: FIRE ADMINISTRATION HEADQUARTERS	Program	
D.01	EXECUTIVE OFFICE DESK W/ HUTCH AND	5	Reference No.	
	DRAWERS		A4 25a	
E.14	TRASH CAN	Department: HUMAN RESOURCES	A1.25a	
E.15	RECYCLING CAN	•	T-t-10	
S.02	BOOKSHELF		Total Square Footage: 180 SF	
S.08	UNIFORM WARDROBE	Description: EXECUTIVE OFFICE	Scale: 3/16" = 1'-0"	
S.09	SHELVING/FILE CABINET		Quantity: 1	

SPACE IDENTIFICATION									
COMPONENT DIAGRAM ROC	DM NAME:		(	COMPON	IENT D	IAGRAM I	ROOM NAME:		
Human Resources -		A1.25a							
CDACE LICE			<u> </u>						
PRIMARY ACTIVITIES:	SECONDARY ACTIVIT	riec.	UTILIZATION		ACC	ECC	SECURITY		
PRIMARY ACTIVITIES:	SECONDARY ACTIVIT	IES:	ØTILIZATION  Ø 8 HRS / DA	· · · · · · · · · · · · · · · · · · ·		PUBLIC		K KEYPAD	
Office			☐ 24 HRS / D.		☑	STAFF	☑ KEY LO	CK  KEYCARD	
SPECIAL REQUIREMENTS:			OTHER			SECURE	Ссту	☐ ACCESS	
ROOM/SPACE RELATIONSHI	IPS				ı		<b>'</b>		
INTERIOR ADJACENCIES:			EXTERIOR AD.	IACENCIE	ES		ISOLATIO	V	
	□ PUBLIC PA □ SECURED □ OUTSIDE B □ OTHER	PARKING			SOUND: SECURITY VISUAL: OTHER:	: YES  NO   YES NO	<ul><li>✓</li><li>✓</li></ul>		
ROOM/SPACE CHARACTER	RISTICS								
FLOOR FINISH	WALL FINISH(S)	CEILING 1	ГҮРЕ	CEILIN	NG HEI	GHT	GLASS	ACOUSTIC TREATMEN	1T
☐ SEALED CONCRETE ☐ CARPET/CARPET TILE ☐ RESILIENT ☐ CERAMIC TILE	☐ PAINT ☐ TACKABLE SURFACE ☐ CERAMIC TILE ☐ WALLCOVERING	☐ ACOU	STIC TILE /ALL T(S) SED	☑ 10' ☐ 12' ☐ OP	☐ 10'-0' ☐ 12'-14' ☐ OPEN ☐ OTHER		☐ EXTERIOR☐ INTERIOR☐ SHADES☐ TINT	✓ NONE  ☐ WALLS  ☐ CEILING  ☐ PANELS	
OTHER	WAINSCOT	OTHE					OTHER:	OTHER	
DOOR TYPE	DOOR FINISH	EQUIPMEI		FURNISHINGS			COUNTERTOPS		
☑ SOLID WOOD ☐ HOLLOW METAL ☐ STOREFRONT ☐ DOUBLE ☑ GLASS/VISION LITE ☐ FRAME SIDE LITE ☐ OTHER  SPECIAL REQUIREMENTS:	□ PAINT □ STAINED □ LAMINATE □ MANUFACTURER	☐ BY OW ☐ BY CO ☐ FUTUI ☐ OTHEI	NTRACTOR RE	☐ BASE CABINET ☐ UPPER CABINET ☐ FREE-STANDING FURNITURE ☐ SYSTEM FURNITURE (CUBICLE) ☐ FULL HEIGHT PANTRY/STORAGE ☐ OPEN SHELVING SYSTEMS ☐ OTHER			RE (CUBICLE) RY/STORAGE	☐ PLASTIC LAM. ☐ SOLID SURFACE ☐ STAINLESS STEEL ☐ ADA ☐ OTHER	
	ith a pop of color or a f	fun patteri	n. Wall: one	accent	t wall	l color.	Ceiling: grid	in a cloud design	
LIGHTING	HVAC	PLUMBIN	IG	ELEC	TRICAL	POWER		COMMUNICATION	
□ NATURAL LIGHT □ INDIRECT LED □ ACCENT LIGHTING □ DOWNLIGHTS □ WEATHERPROOF □ FULL DIMMING □ OTHER	☐ EXHAUST ONLY ☐ STANDARD ☐ COMPUTER 24/7 ☐ DEDICATED SYSTEM	☐ SINK(S☐ TOILE	S) T YER R DRAIN RESSED AIR	ELECTRICAL POWER  STANDARD POWER  EMERGENCY POWER (UPS)  GENERATOR BACK-UP  DEDICATED EQUIPMENT		ER (UPS) (-UP	☐ TELEPHONE ☐ TELEVISION ☐ DATA ☐ CCTV ☐ RADIO		
SPECIAL REQUIREMENTS:	'	1		1					
GENERALCOMMENTS/ REM	MARKS								



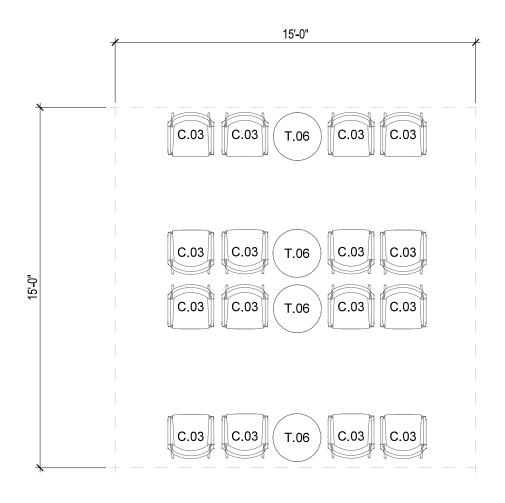
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program		
Key			Reference No.		
Value	Keynote Text		A4 26		
	ı	Department: HUMAN RESOURCES	A1.26		
0.04	74.01/.01/415		Total Square Footage: 1,096 SF		
C.01	TASK CHAIR				
WS.01	CUBICLE 8 X 8	Description: PAYROLL SUPERVISOR CUBICLE	Scale: 1/8" = 1'-0"		
WS.02	CUBICLE 10 X 10	& PAYROLL STAFF CUBICLES	Quantity: 1		

COMPONENT DIAGRAM BO	OM NAME:		1 /	COMPON	ENT DIACDARA	DOOM NIAME:	
COMPONENT DIAGRAM RO		0 1			ENT DIAGRAM I	KOOM NAME:	
Payroll Supervisor (	Cubicle & Payroll Staff	Cubicles		A1.26			
SPACE USE							
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY	
Payroll	Office		☑ 8 HRS / DA		D PUBLIC	□ NO LOC	<del>-</del>
SPECIAL REQUIREMENTS:			☐ 24 HRS / D.☐ OTHER	AY	☑ STAFF □ SECURE	☐ KEY LO	CK
SPECIAL REQUIREMENTS.			L OTHER		JECOKE		Access
ROOM/SPACE RELATIONSH	IIPS		_				
INTERIOR ADJACENCIES:			EXTERIOR AD.		ES	ISOLATIO	
			□ PUBLIC PA			SOUND:	YES □ NO ☑ : YES □ NO ☑
			OUTSIDE E			VISUAL:	E YES □ NO ☑ YES □ NO ☑
			☐ OTHER			OTHER:	YES NO
ROOM/SPACE CHARACTE	RISTICS						
FLOOR FINISH	WALL FINISH(S)	CEILING 1	ГҮРЕ	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU	STIC TILE	<b>☑</b> 10'		☐ EXTERIOR	☑ NONE
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W	/ALL	□ 12 <sup>'</sup>	-14'	☐ INTERIOR	☐ WALLS
☐ RESILIENT	☐ CERAMIC TILE	☐ SOFFI	T(S)	□ОР	EN	☐ SHADES	☐ CEILING
☐ CERAMIC TILE	☐ WALLCOVERING	☐ EXPOS		□от	HER	☐ TINT	☐ PANELS
☐ OTHER	☐ WAINSCOT	OTHE	R			OTHER:	☐ OTHER
DOOR TYPE	DOOR FINISH	EQUIPME	NT	FURNI	SHINGS		COUNTERTOPS
☐ SOLID WOOD	□PAINT	☐ BY OW	/NER	■ BASE CABINET			☐ PLASTIC LAM.
☐ HOLLOW METAL	☐ STAINED	1—	NTRACTOR			☐ SOLID SURFACE	
☐ STOREFRONT	LAMINATE	☐ FUTUI			EE-STANDING I		☐ STAINLESS STEEL
DOUBLE	☐ MANUFACTURER	OTHE	R		STEM FURNITU	•	☐ ADA
GLASS/VISION LITE				1	LL HEIGHT PANT		☐ OTHER
FRAME SIDE LITE					PEN SHELVING SY	STEMS	
OTHER  SPECIAL REQUIREMENTS:				ОТ	HEK		
SI ECIAL REQUIREMENTS.							
WESTIANISAT AND ELECT							
MECHANICAL AND ELECT LIGHTING	HVAC	PLUMBIN	G	ELEC	TRICAL POWER		COMMUNICATION
☐ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S			TANDARD POWI	ER	☑ TELEPHONE
☐ INDIRECT LED	☐ STANDARD	TOILE	•		MERGENCY POW		☐ TELEVISION
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ show	ER	☐ GI	ENERATOR BACK	K-UP	✓ DATA
✓ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		□ DI	EDICATED EQUI	IPMENT	□ сстv
☐ WEATHERPROOF		1=	RESSED AIR				☐ RADIO
FULL DIMMING		OTHE	R				
OTHER							
SPECIAL REQUIREMENTS:							
GENERALCOMMENTS/ RE	MADKS						
OLITERAL COMMENTS/ RE							



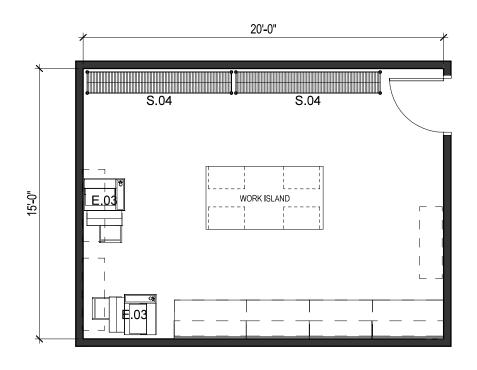
FURNITURE		Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text	Department: HUMAN RESOURCES	A1.27
S.04	WIRE STORAGE SHELF		Total Square Footage: 294 SF
S.05	3-DRAWER LATERAL FILE CABINET	Description: SECURE STORAGE	Scale: 3/16" = 1'-0"
			Quantity: 1

SPACE IDENTIFICATION	NA NIANAT			COMBON	ENT DIACDAME	0001111111		
COMPONENT DIAGRAM ROOM NAME: Human Resources - Secure Storage				COMPONENT DIAGRAM ROOM NAME:				
Human Resources -	Secure Storage			A1.27				
SPACE USE								
PRIMARY ACTIVITIES:	SECONDARY ACTIVIT	TES:	UTILIZATION		ACCESS	SECURITY		
Ctorono	Cooure helding		☑ 8 HRS / DA	١Y	□ PUBLIC	☐ NO LOC	K □ K	EYPAD
Storage	Secure holding		☐ 24 HRS / D	ΑY	✓ STAFF	☐ KEY LO	ск 🗹 к	EYCARD
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	□ сст∨		CCESS
ROOM/SPACE RELATIONSHI	PS							
INTERIOR ADJACENCIES:			EXTERIOR AD		S	ISOLATIO		
			□ PUBLIC PA			SOUND: SECURITY	YES ☐ : YES ☑	NO ☑ NO ☐
			OUTSIDE			VISUAL:	YES	NO □
			OTHER	DICE/ IIC/ II	(L) (	OTHER:	YES	NO 🔽
							<b></b> _	
ROOM/SPACE CHARACTER		_			ı			
FLOOR FINISH	WALL FINISH(S)	CEILING T		_	IG HEIGHT	GLASS	ACOUSTIC TE	REATMENT
✓ SEALED CONCRETE	PAINT	☑ ACOU		<b>☑</b> 10'		EXTERIOR	NONE	
CARPET/CARPET TILE	TACKABLE SURFACE	DRY W		☐ 12'		INTERIOR	WALLS	
RESILIENT CERAMIC TILE	CERAMIC TILE  WALLCOVERING	SOFFI	. ,	OPI		☐ SHADES ☐ TINT	☐ CEILING ☐ PANELS	
OTHER	□ WALLCOVERING □ WAINSCOT	OTHEI			nek	OTHER:	OTHER	
DOOR TYPE	DOOR FINISH	EQUIPMEN		FURNISHINGS			COUNTERTO	PS
☑ SOLID WOOD	PAINT	☐ BY OW		☐ BASE CABINET			□ PLASTIC I	
☐ HOLLOW METAL	STAINED		NTRACTOR UPPER CABINET				SOLID SU	
☐ STOREFRONT	☑ LAMINATE	☐ FUTUE			EE-STANDING F	URNITURE	☐ STAINLES	
☐ DOUBLE	☐ MANUFACTURER	OTHE			SYSTEM FURNITURE (CUBICLE)		☐ ADA	
☐ GLASS/VISION LITE			☐ FL		LL HEIGHT PANTI	□ OTHER		
☐ FRAME SIDE LITE			☑ OI		EN SHELVING SY			
☐ OTHER			☐ OTHER					
SPECIAL REQUIREMENTS:								
MECHANICAL AND ELECTR	ICAL REQUIREMENTS							
LIGHTING	HVAC	PLUMBIN	G	ELEC1	TRICAL POWER		COMMUNIC	CATION
■ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S	5)		TANDARD POWE	R	☐ TELEPH	
☐ INDIRECT LED	✓ STANDARD	☐ TOILE		□ EN	MERGENCY POWI	ER (UPS)	☐ TELEVIS	SION
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ SHOW	ER		ENERATOR BACK		☐ DATA	
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		□ DI	EDICATED EQUI	PMENT	□ сст∨	
☐ WEATHERPROOF		1-	RESSED AIR				☐ RADIO	
FULL DIMMING		OTHER	₹					
OTHER								
SPECIAL REQUIREMENTS:								
GENERALCOMMENTS/ REM	1AKKS							



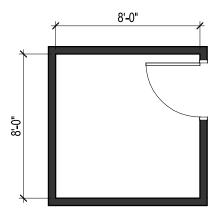
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text	Department: HUMAN RESOURCES	A1.28
C.03	GUEST CHAIR		Total Square Footage: 225 SF
T.06	SIDE TABLE	Description: WAITING AREA	Scale: 1/4" = 1'-0"
			Quantity: 1

SPACE IDENTIFICATION								
COMPONENT DIAGRAM ROOM NAME:				COMPONENT DIAGRAM ROOM NAME:				
Human Resources -	Waiting Area			A1.28				
SPACE USE								
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY		
			☑ 8 HRS / DA	١Y	☑ PUBLIC	☐ NO LOC	CK 🔲 KEYPAD	
			☐ 24 HRS / [	ΑY	✓ STAFF	☐ KEY LO	CK 🔲 KEYCARD	
SPECIAL REQUIREMENTS:			□ OTHER		☐ SECURE	□ сст∨	ACCESS	
ROOM/SPACE RELATIONSHI	IPS							
INTERIOR ADJACENCIES:			EXTERIOR AD		ES	ISOLATIO		
			D PUBLIC P.			SOUND:	YES 🔲 NO 🔽	
			☐ SECURED			SECURITY		
			OUTSIDE	BREAK AI	REA	VISUAL:	YES NO	
			☐ OTHER			OTHER:	YES NO	
ROOM/SPACE CHARACTER	RISTICS							
FLOOR FINISH	WALL FINISH(S)	CEILING T	YPE	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT	
☐ SEALED CONCRETE	☑ PAINT	☐ ACOU:	STIC TILE	<b>1</b> 0°	-0'	☑ EXTERIOR	☐ NONE	
☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W	'ALL	<b>☑</b> 12 <sup>3</sup>	'-14'	✓ INTERIOR	■ WALLS	
☐ RESILIENT	☐ CERAMIC TILE	☐ SOFFI	T(S)	☐ OP	EN	■ SHADES	☑ CEILING	
☑ CERAMIC TILE	☐ WALLCOVERING	☐ EXPOS	SED	□от	HER	□ TINT	☐ PANELS	
☑ OTHER	☐ WAINSCOT	☑ OTHEI	R			OTHER:	☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPMEN	TV	FURNI	ISHINGS		COUNTERTOPS	
☐ SOLID WOOD	□PAINT	☐ BY OW	NER BASE CABINET			☐ PLASTIC LAM.		
☐ HOLLOW METAL	□STAINED	□ ву со	NTRACTOR UPPER CABINET			☐ SOLID SURFACE		
☑ STOREFRONT	LAMINATE	☐ FUTUF			REE-STANDING F	URNITURE	☐ STAINLESS STEEL	
☐ DOUBLE	☑ MANUFACTURER	OTHE			STEM FURNITU	☐ ADA		
GLASS/VISION LITE					FULL HEIGHT PANTRY/STORAGE		☐ OTHER	
FRAME SIDE LITE			OPEN SHELV			STEMS		
OTHER				☐ OTHER				
SPECIAL REQUIREMENTS:								
MECHANICAL AND ELECTR	DICAL DECILIDEMENTS							
LIGHTING	HVAC	PLUMBIN	G	ELEC	TRICAL POWER		COMMUNICATION	
■ NATURAL LIGHT	■ EXHAUST ONLY	☐ SINK(S	S)		TANDARD POWE	ER	☐ TELEPHONE	
☐ INDIRECT LED	✓ STANDARD	TOILE			MERGENCY POW		☐ TELEVISION	
☐ ACCENT LIGHTING	COMPUTER 24/7	☐ show		☐ G	ENERATOR BACK	(-UP	DATA	
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR	DRAIN	<b>□</b> □	EDICATED EQUI	PMENT	□ сст∨	
□ WEATHERPROOF		□ сомря	RESSED AIR				☐ RADIO	
☐ FULL DIMMING		☐ OTHE	₹					
☐ OTHER								
SPECIAL REQUIREMENTS:								
GENERALCOMMENTS/ REM	MARKS							



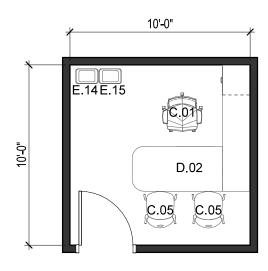
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Value	Keynote Text	Department: HUMAN RESOURCES	A1.29
E.03	COPY MACHINE		Total Square Footage: 300 SF
S.04	WIRE STORAGE SHELF	Description: COPY ROOM	Scale: 3/16" = 1'-0"
		·	Quantity: 1

SPACE IDENTIFICATION									
COMPONENT DIAGRAM RO	OM NAME:		C	OMPON	IENT DI	AGRAM F	ROOM NAME:		
Human Resources	- Copy Room			A1.29					
			·						
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIEC.	UTILIZATION		ACCE	cc	SECURITY		
		IIL3.	Ø 8 HRS / DA	1		DUBLIC	□ NO LOC	CK 🗆 K	(EYPAD
Copy/Printing	Storage		□ 24 HRS / DA		_	STAFF	☐ KEY LO	_	(EYCARD
SPECIAL REQUIREMENTS:	<u> </u>		☐ OTHER			SECURE	□ сст∨		ACCESS
			ı						
ROOM/SPACE RELATIONSH	IIPS								
INTERIOR ADJACENCIES:			EXTERIOR ADJ		ES		ISOLATIO		NO E
			☐ PUBLIC PA☐ SECURED F		2		SOUND: SECURITY	YES  : YES	NO ☑ NO ☑
			OUTSIDE B				VISUAL:	YES	NO 🔽
			☐ OTHER				OTHER:	YES	NO 🗹
ROOM/SPACE CHARACTE		CEILING -	TVDF	CELLIN	VIC LIEV	-UT	GLASS	ACOUSTIC TI	DEATMENT
FLOOR FINISH  SEALED CONCRETE	WALL FINISH(S)  ☑ PAINT		STIC TILE	CEILII	NG HEIC	ורוכ	☐ EXTERIOR	M NONE	NLATMENT
☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	DRY W		☐ 12 <sup>3</sup>			☐ INTERIOR	□ WALLS	
RESILIENT	CERAMIC TILE	SOFFI		□ OP			SHADES	CEILING	
☐ CERAMIC TILE	☐ WALLCOVERING	EXPO:		ОТ			TINT	☐ PANELS	
☑ OTHER	☐ WAINSCOT	OTHE					OTHER:	☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPME	NT	FURN	ISHING	S		COUNTERTO	PS
☑ SOLID WOOD	□PAINT	☐ BY OV	VNER	☑ BASE (		BINET		✓ PLASTIC I	LAM.
☐ HOLLOW METAL	☐ STAINED	□ ву со	NTRACTOR	<b>☑</b> UF	PPER CA	ABINET		☐ SOLID SU	IRFACE
☐ STOREFRONT	✓ LAMINATE	☐ FUTU	RE	☐ FR	REE-STA	ANDING F	URNITURE	☐ STAINLES	SS STEEL
DOUBLE	☐ MANUFACTURER	☐ OTHE	R	1			RE (CUBICLE)	☐ ADA	
GLASS/VISION LITE							RY/STORAGE	☐ OTHER	
FRAME SIDE LITE						LVING SYS	STEMS		
OTHER  SPECIAL REQUIREMENTS:				ТО	HER				
SPECIAL REQUIREMENTS.									
Floor: LVT. Casewo	rk <sup>.</sup> Plastic laminate								
1 1001: EV 1: 0000W0	ric i lactio laminate								
MECHANICAL AND ELECT		1		_				1	
LIGHTING	HVAC	PLUMBIN				POWER	'D	COMMUNIC	
<ul><li>□ NATURAL LIGHT</li><li>□ INDIRECT LED</li></ul>	☐ EXHAUST ONLY ☑ STANDARD	SINK(S				RD POWE NCY POWI		TELEPH	
☐ ACCENT LIGHTING	COMPUTER 24/7	☐ SHOW				OR BACK	, ,	☐ TELEVI.	SION
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOF				ED EQUI		□ CCTV	
☐ WEATHERPROOF		_	RESSED AIR	" "	LDICA	LD LQOI	i incivi	RADIO	
☐ FULL DIMMING		□ отне	R						
☐ OTHER									
SPECIAL REQUIREMENTS:					_				
GENERALCOMMENTS/ RE	MARKS								



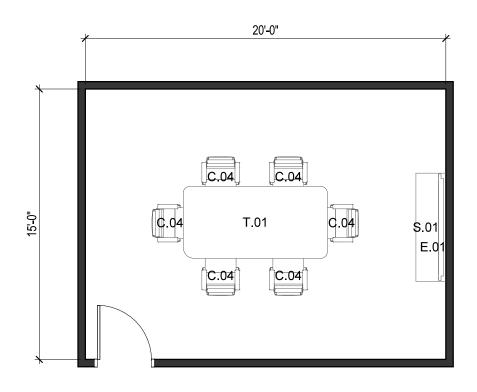
Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Department: HUMAN RESOURCES	A1.30
	Total Square Footage: 64 SF
Description: ID PHOTO AREA	Scale: 3/16" = 1'-0"
	Quantity: 1

SPACE IDENTIFICATION	NA NIAME.		1	COMBON	IENIT DIACDAM	00014 114 145	
COMPONENT DIAGRAM ROOM NAME: Human Resources - ID Photo Area				COMPONENT DIAGRAM ROOM NAME:			
Human Resources -	· ID Photo Area			A1.30			
SPACE USE							
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY	
Photo	Office		☑ 8 HRS / D		✓ PUBLIC	□ NO LOC	_
	Omoc		24 HRS /	DAY	☑ STAFF	KEY LO	=
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	Ссту	☐ ACCESS
DOOM/SDACE DELATIONSHI	ine						
ROOM/SPACE RELATIONSHI INTERIOR ADJACENCIES:	lF3		EXTERIOR AL	DJACENCIE	ES	ISOLATIO	N
			☐ PUBLIC F	PARKING		SOUND:	YES □ NO ☑
			☐ SECURE			SECURITY	_
			OUTSIDE	BREAK AF	REA	VISUAL:	YES NO 🗹
			☐ OTHER			OTHER:	YES NO
ROOM/SPACE CHARACTER	RISTICS						
FLOOR FINISH	WALL FINISH(S)	CEILING T			NG HEIGHT	GLASS	ACOUSTIC TREATMENT
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU:		<b>☑</b> 10'		■ EXTERIOR	✓ NONE
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		☐ 12°		☐ INTERIOR	☐ WALLS
RESILIENT	CERAMIC TILE	SOFFI		ОР		SHADES	CEILING
☐ CERAMIC TILE ☐ OTHER	☐ WALLCOVERING ☐ WAINSCOT	EXPOS		ОТ	HER	☐ TINT ☐ OTHER:	☐ PANELS ☐ OTHER
DOOR TYPE	DOOR FINISH	EQUIPMEN		ELIDNI	SHINGS	LI OTHER:	COUNTERTOPS
SOLID WOOD  HOLLOW METAL	□ PAINT □ STAINED	BY OW	NTRACTOR	□ BASE CABINET FOR □ UPPER CABINET			☐ PLASTIC LAM. ☐ SOLID SURFACE
STOREFRONT	☐ STAINED  ☐ LAMINATE	☐ FUTUR	<del>-</del>			URNITURE	STAINLESS STEEL
DOUBLE	☐ MANUFACTURER	OTHE			☐ SYSTEM FURNITURE (CUBICLE)		ADA
☐ GLASS/VISION LITE					LL HEIGHT PANT	,	OTHER
☐ FRAME SIDE LITE					OPEN SHELVING SYSTEMS		
☐ OTHER			☐ OTHER				
SPECIAL REQUIREMENTS:							
MECHANICAL AND ELECTR	DICAL PENLIPEMENTS						
LIGHTING	HVAC	PLUMBIN	G	ELEC	TRICAL POWER		COMMUNICATION
■ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S	5)	<b> ☑</b> S1	TANDARD POWE	:R	☐ TELEPHONE
✓ INDIRECT LED	☐ STANDARD	☐ TOILE	Т	□ EN	MERGENCY POW	ER (UPS)	☐ TELEVISION
☐ ACCENT LIGHTING	☑ COMPUTER 24/7	☐ SHOW		<del></del>	ENERATOR BACK		☑ DATA
<b>☑</b> DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		<b>□</b> DI	EDICATED EQUI	PMENT	□ ссти
WEATHERPROOF			RESSED AIR				☐ RADIO
FULL DIMMING		OTHER	R				
OTHER							
SPECIAL REQUIREMENTS:							
GENERAL COMMENTS / DEN	ANDKE						
GENERALCOMMENTS/ REM	MANA						



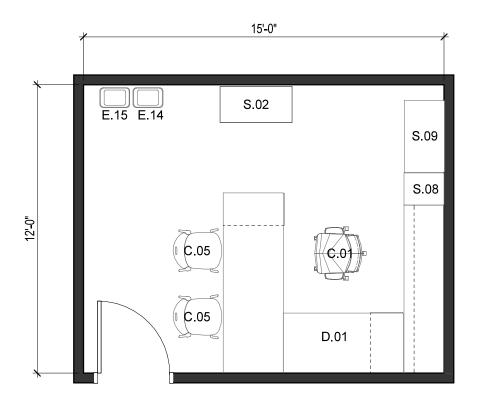
	FURNITURE					
Key Value	Keynote Text	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.			
C.01	TASK CHAIR		A4 24			
C.05	STACK CHAIR	Department: HUMAN RESOURCES	s <b>A1.31</b>			
D.02	OFFICE L SHAPED DESK W/ DRAWER/FILE CABINET		Total Square Footage:100 SF			
E.14	TRASH CAN	Description: APPLICANT STATEMENT AREA	Scale: 3/16" = 1'-0"			
E.15	RECYCLING CAN		Quantity: 1			

COMPONENT DIAGRAM ROC	OM NAME:		1	COMPON	IENT DIACDAM	DOOM NAME:		
Human Resources - Applicant Statement Area				COMPONENT DIAGRAM ROOM NAME:				
numan Resources -	Applicant Statement	Area		A1.31				
SPACE USE								
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY		
			☑ 8 HRS / D		✓ PUBLIC	☐ NO LOC	CK 🔲 KEYPA	AD
Office			☐ 24 HRS /	DAY	☑ STAFF	✓ KEY LOC	CK 🔲 KEYCA	ARD
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	□ сст∨	☐ ACCE	SS
ROOM/SPACE RELATIONSHI	IPS							
INTERIOR ADJACENCIES:			EXTERIOR AL		ES	ISOLATIO		
			D PUBLIC F		_	SOUND:	YES N	_
			SECUREI  OUTSIDE			SECURITY VISUAL:	: YES ☐ NO YES ☐ NO	
			OTHER	DREAN AI	KEA	OTHER:	YES N	
			- OTTLER			OTTIER	123 🛅 📉	<u> </u>
ROOM/SPACE CHARACTER	RISTICS							
FLOOR FINISH	WALL FINISH(S)	CEILING 1	YPE	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREAT	MENT
☐ SEALED CONCRETE	☑ PAINT	✓ ACOU!	STIC TILE	<b>1</b> 0°		■ EXTERIOR	■ NONE	
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		□ 12 <sup>3</sup>		☐ INTERIOR	□ WALLS	
RESILIENT	☐ CERAMIC TILE	☐ SOFFI	` '	□ОР		☐ SHADES	☐ CEILING	
CERAMIC TILE	WALLCOVERING	EXPOS		□от	HER	TINT	PANELS	
☐ OTHER	WAINSCOT	OTHE				OTHER: OTHER		
DOOR TYPE	DOOR FINISH	EQUIPME			ISHINGS		COUNTERTOPS	
SOLID WOOD	PAINT	☐ BY OW		■ BASE CABINET			PLASTIC LAM.	
HOLLOW METAL	STAINED	1 —	NTRACTOR	UPPER CABINET		- UDAIITUDE	SOLID SURFAC	
☐ STOREFRONT ☐ DOUBLE	☐ MANUFACTURER	FUTUI		<ul><li>✓ FREE-STANDING FUR</li><li>✓ SYSTEM FURNITURE</li></ul>			STAINLESS ST	EEL
☐ GLASS/VISION LITE	MANOFACTORER		N.	☐ SYSTEM FORNITORE (C			☐ ADA ☐ OTHER	
☐ FRAME SIDE LITE				☐ OPEN SHELVING SYSTEMS				
☐ OTHER			☐ OTHER		0.120			
SPECIAL REQUIREMENTS:	1						1	
Floor: dyed carpet w	ith a pop of color or a	fun patteri	n. Wall: one	e accen	t wall color.	Ceiling: grid	in a cloud des	ign
		·						
MECHANICAL AND ELECTR	RICAL REQUIREMENTS							
LIGHTING	HVAC	PLUMBIN			TRICAL POWER		COMMUNICATION	
☐ NATURAL LIGHT	EXHAUST ONLY	☐ SINK(S			TANDARD POW		☑ TELEPHONE	
INDIRECT LED	STANDARD	TOILE		1	MERGENCY POW	, ,	TELEVISION	
☐ ACCENT LIGHTING ☐ DOWNLIGHTS	☐ COMPUTER 24/7 ☐ DEDICATED SYSTEM	SHOW		1 —	ENERATOR BACK		☑ DATA □ CCTV	
₩EATHERPROOF	DEDICATED SYSTEM	☐ FLOOR	RESSED AIR		EDICATED EQU	IPMENT	RADIO	
FULL DIMMING		OTHE					L KADIO	
OTHER			`					
SPECIAL REQUIREMENTS:	1			II.				
CENEDAL COMMENTS / DEL	MARKS							
GENERALCOMMENTS/ REM	CANAIV							



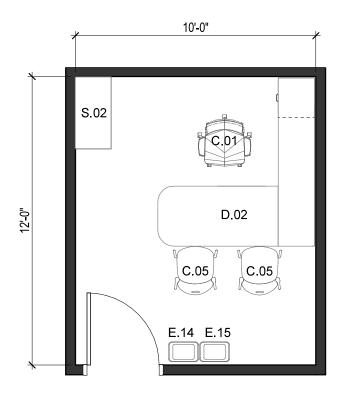
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program	
Key		Ballanig.	Reference No.	
Value	Keynote Text		A4 22	
		Department: HUMAN RESOURCES	A1.32	
C.04	CONFERENCE CHAIR		T. t. 1.0	
E.01	FLAT TELEVISION (65" MINIMUM)		Total Square Footage: 300 SF	
S.01	CREDENZA	Description: SMALL CONFERENCE ROOM	Scale: 3/16" = 1'-0"	
T.01	COLLABORATION TABLE FOR SIX		Quantity: 1	

COMPONENT DIAGRAM ROC	JM NAME:			COMPON	IENT DIAGRAM	POOM NAME:	
	· Small Conference Ro	om		COMPONENT DIAGRAM ROOM NAME: A1.32			
numan Resources -	Small Contelence Ro	JOH		A1.32			
SPACE USE							
PRIMARY ACTIVITIES:	SECONDARY ACTIVIT	TIES:	UTILIZATION		ACCESS	SECURITY	
Confrerence			☑ 8 HRS / DA		☐ PUBLIC	☑ NO LOC	_
			24 HRS / [	PAY	☑ STAFF	KEY LO	
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	ССТУ	☐ ACCESS
ROOM/SPACE RELATIONSHI	IDC						
INTERIOR ADJACENCIES:	ir 3		EXTERIOR AD	JACENCI	ES	ISOLATIO	N
			☐ PUBLIC P.	ARKING		SOUND:	YES 🗹 NO 🔲
			☐ SECURED			SECURITY	
			OUTSIDE OTHER	BREAK A	REA	VISUAL:	YES □ NO ☑ YES □ NO ☑
			I I OTHER			OTHER:	YES NO
ROOM/SPACE CHARACTER	RISTICS						
FLOOR FINISH	WALL FINISH(S)	CEILING T			NG HEIGHT	GLASS	ACOUSTIC TREATMENT
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU:		<b>1</b> 0		☑ EXTERIOR	✓ NONE
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		☐ 12°		☑ INTERIOR	WALLS
RESILIENT CERAMIC TILE	CERAMIC TILE  WALLCOVERING	SOFFI	` '	□ OP		SHADES	☐ CEILING☐ PANELS
OTHER	☐ WALLCOVERING	1	☐ EXPOSED ☐ OTHER ☐ OTHER		OTHER:	OTHER	
DOOR TYPE	DOOR FINISH		EQUIPMENT FURNISHINGS			COUNTERTOPS	
☐ SOLID WOOD	□PAINT	☐ BY OW	/NER	□ВА	ASE CABINET		☐ PLASTIC LAM.
☐ HOLLOW METAL	☐ STAINED		NTRACTOR	☐ UF	PPER CABINET		☐ SOLID SURFACE
☑ STOREFRONT	LAMINATE	☐ FUTUF			REE-STANDING		☐ STAINLESS STEEL
DOUBLE	☑ MANUFACTURER	OTHEI	R		STEM FURNITU		☐ ADA
GLASS/VISION LITE FRAME SIDE LITE					JLL HEIGHT PANT PEN SHELVING SY		☐ OTHER
OTHER				01		STEWIS	
SPECIAL REQUIREMENTS:	1						1
Floor: dyed carpet w	ith a pop of color or a t	fun patteri	n. Wall: one	accen	t wall color.	Ceiling: grid	in a cloud design
MECHANICAL AND ELECTE	NCAL DECUIDEMENTS						
LIGHTING	HVAC	PLUMBIN	G	FLFC	TRICAL POWER		COMMUNICATION
☐ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S			TANDARD POW		☐ TELEPHONE
✓ INDIRECT LED	☑ STANDARD	☐ TOILE	Т	□ EI	MERGENCY POW	/ER (UPS)	☐ TELEVISION
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ SHOW			ENERATOR BAC		✓ DATA
DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		□ D	EDICATED EQU	IPMENT	ССТУ
<ul><li>✓ WEATHERPROOF</li><li>✓ FULL DIMMING</li></ul>		COMPF	RESSED AIR				☐ RADIO
OTHER		OTHER	₹				
SPECIAL REQUIREMENTS:							
or being negotialities.							
GENERALCOMMENTS/ REM	MARKS						



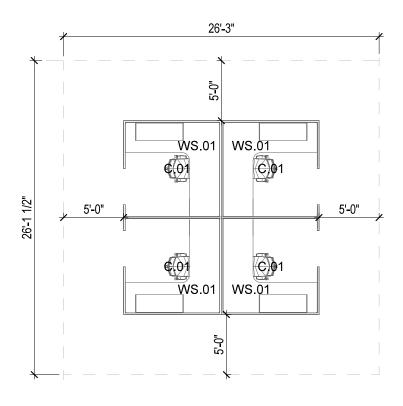
	FURNITURE		
Key Va <b>l</b> ue	Keynote Text		
C.01	TASK CHAIR		
C.05	STACK CHAIR	Building: FIRE ADMINISTRATION HEADQUARTERS	Program
D.01	EXECUTIVE OFFICE DESK W/ HUTCH AND DRAWERS		Reference No.
E.14	TRASH CAN	Department: FACILITY OVERSIGHT PROGRAM	A1.33
E.15	RECYCLING CAN	'	Tatal Causas Fastana 400 OF
S.02	BOOKSHELF		Total Square Footage: 180 SF
S.08	UNIFORM WARDROBE	Description: OFFICE - MANAGER	Scale: 1/4" = 1'-0"
S.09	SHELVING/FILE CABINET		Quantity: 1

COMPONENT DIAGRAM ROOF			ıer		COMPONENT DIAGRAM ROOM NAME: A1.33								
, donity Oversight Fi	Jyran	. Omoc-iviaria	, 🔾 1		, (1,00								
PRIMARY ACTIVITIES:		SECONDARY ACTIVI	TIES:	UTILIZATION	N	ACC	ESS	S	ECURITY				
Office				Ø 8 HRS / DAY ☐ 24 HRS / DAY			PUBLIC STAFF		NO LOG	_		EYPAD EYCAR	
SPECIAL REQUIREMENTS:				☐ OTHER			SECURE		🛮 сстv			CCESS	5
ROOM/SPACE RELATIONSH	IPS												
INTERIOR ADJACENCIES:				EXTERIOR A  PUBLIC		ES			ISOLATIO SOUND:	N YES		NO	<b>V</b>
			SECURE OUTSID OTHER	D PARKING				SECURITY VISUAL: OTHER:			NO NO NO	<u>□</u>	
ROOM/SPACE CHARACTER	RISTICS												
FLOOR FINISH	WALL	FINISH(S)	CEILING 1	YPE	CEILII	NG HE	IGHT	GLA	SS	ACOUS	TIC TI	REATM	ENT
☐ SEALED CONCRETE ☐ CARPET/CARPET TILE ☐ RESILIENT ☐ CERAMIC TILE ☐ OTHER	CEI	NT CKABLE SURFACE RAMIC TILE LLCOVERING INSCOT	DRY W	☐ ACOUSTIC TILE ☐ 10'-0' ☐ DRY WALL ☐ 12'-14' ☐ SOFFIT(S) ☐ OPEN ☐ EXPOSED ☐ OTHER		'-14' 'EN	O' EXTERIOR -14' INTERIOR EN SHADES		☐ WAL	□ NONE □ WALLS □ CEILING □ PANELS □ OTHER			
DOOR TYPE	DOOR	INISH	EQUIPME				COUNT	ERTO	PS				
SOLID WOOD  HOLLOW METAL  STOREFRONT  DOUBLE  GLASS/VISION LITE  FRAME SIDE LITE  OTHER  SPECIAL REQUIREMENTS:	□ PAII □ STA □ LAM □ MA	INED	BY OW BY CO FUTUI	NTRACTOR RE	☐ BASE CABINET		UBICLE) ORAGE	□ PLA □ SOL □ STA □ ADA □ OTI	.ID SU INLES	RFACE			
Floor: dyed carpet w	ith a p	op of color or a	fun patteri	n. Wall: on	e accen	t wa	ll color.	Ceil	ling: grid	in a cl	oud	desig	jn
MECHANICAL AND ELECT	RICAL R	EQUIREMENTS	T										
LIGHTING	HVAC	IALICT CAUX	PLUMBIN				L POWER					CATION	1
□ NATURAL LIGHT     □ INDIRECT LED     □ ACCENT LIGHTING     □ DOWNLIGHTS     ☑ WEATHERPROOF     □ FULL DIMMING     □ OTHER	☑ STA	HAUST ONLY ANDARD MPUTER 24/7 DICATED SYSTEM	☐ SINK(S ☐ TOILE ☐ SHOW ☐ FLOOR ☐ COMPR	T ER DRAIN RESSED AIR	□ E	✓ STANDARD POWER  □ EMERGENCY POWER (UPS)		☐ TI	☐ TELEPHONE ☐ TELEVISION ☐ DATA ☐ CCTV ☐ RADIO				
SPECIAL REQUIREMENTS:	•		,		•					•			
GENERALCOMMENTS/ REI	MARKS												



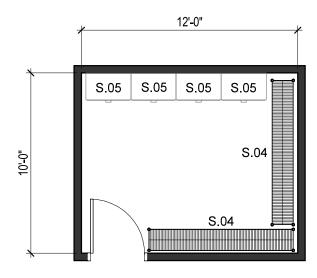
	FURNITURE		
Key Va <b>l</b> ue	Keynote Text	<b>B</b> 1111	Program
C.01	TASK CHAIR	Building: FIRE ADMINISTRATION HEADQUARTERS	Reference No.
C.05	STACK CHAIR		A1.34
D.02	OFFICE L SHAPED DESK W/ DRAWER/FILE CABINET	Department: FACILITY OVERSIGHT PROGRAM	
E.14	TRASH CAN	1	Total Square Footage: 120 SF
E.15	RECYCLING CAN	Description: OFFICES	Scale: 1/4" = 1'-0"
S.02	BOOKSHELF		Quantity: 5

COMPONENT DIAGRAM ROC	ΤΜ ΝΔΜΕ·				COMPON	IENT	DIAGRAM F	ROOM NA	MF		
Facility Oversight Pr		fices			COMPONENT DIAGRAM ROOM NAME: A1.34						
Facility Oversignt Fi	ogram - Or	IICES			A 1.34						
SPACE USE											
PRIMARY ACTIVITIES:	SECO	NDARY ACTIVITII	ES:	UTILIZATION			ESS		JRITY		
Office				☑ 8 HRS / D			PUBLIC		NO LOC		KEYPAD
				24 HRS /	DAY		STAFF		KEY LO		KEYCARD ACCESS
SPECIAL REQUIREMENTS:			l	☐ OTHER			SECURE	-	CCTV		ACCESS
ROOM/SPACE RELATIONSHI	IPS										
INTERIOR ADJACENCIES:				EXTERIOR A		ES			OLATIO		
				D PUBLIC F				- 1	DUND:	YES	NO 🗖
				SECUREI  OUTSIDE					CURITY	_	NO $\square$
				OTHER	BREAK A	KEA		- 1	SUAL: THER:	YES  YES	NO 🗖
OTHER. IES INO II											
ROOM/SPACE CHARACTER			1							T	
FLOOR FINISH	WALL FINISH	(S)	CEILING T		CEILII		IGHT	GLASS		ACOUSTIC 1	REATMENT
☐ SEALED CONCRETE ☐ CARPET/CARPET TILE	<ul><li>☑ PAINT</li><li>☐ TACKABLI</li></ul>	CUDEACE	☑ ACOUS		☑ 10 <sup>1</sup>			☐ EXTE		✓ NONE  WALLS	
RESILIENT	CERAMIC		SOFFI					SHAE		CEILING	
CERAMIC TILE	□ WALLCOV		☐ EXPOS	` '	ОТ			TINT		☐ PANELS	
OTHER	☐ WAINSCO			OTHER					☐ OTHER		
DOOR TYPE	DOOR FINISH		EQUIPMENT		FURN	ISHIN	GS			COUNTERTO	PS
☑ SOLID WOOD	PAINT		■ BY OW	NER	□ ВА	ASE CA	ABINET			☐ PLASTIC	LAM.
☐ HOLLOW METAL	☐ STAINED		1 —	NTRACTOR	☐ UF	PPER	CABINET			☐ SOLID SI	JRFACE
☐ STOREFRONT	<b>☑</b> LAMINATE		☐ FUTUF				FANDING F			☐ STAINLE	SS STEEL
DOUBLE	☐ MANUFAC	TURER	OTHER	?			FURNITU			☐ ADA	
☐ GLASS/VISION LITE ☐ FRAME SIDE LITE							IGHT PANT IELVING SY	•	NGE	☐ OTHER	
OTHER					01		ILLVING ST	SIEMS			
SPECIAL REQUIREMENTS:			1							-	
Floor: dyed carpet wi	ith a pop of	color or a fu	ın patterr	n. Wall: one	e accen	t wal	ll color.	Ceiling	g: grid	in a cloud	design
MECHANICAL AND ELECTR	NEAL DECLUE	FMENTS									
LIGHTING	HVAC	EMENIS	PLUMBING	G	FLEC	TRICA	L POWER			COMMUNI	CATION
☐ NATURAL LIGHT	EXHAUST	ONLY	SINK(S				ARD POWE	ER		✓ TELEP	
☐ INDIRECT LED	✓ STANDAR		TOILET				ENCY POW			☐ TELEV	
☐ ACCENT LIGHTING	☐ COMPUTE	R 24/7	☐ SHOWI	ER	□ G	ENERA	ATOR BACK	(-UP		✓ DATA	
☑ DOWNLIGHTS	☐ DEDICATE	D SYSTEM	☐ FLOOR	DRAIN	<b>□</b> □	EDICA	TED EQUI	PMENT		□ ссти	
☐ WEATHERPROOF			☐ COMPR							☐ RADIO	
FULL DIMMING			OTHER	?							
OTHER											
SPECIAL REQUIREMENTS:											
GENERALCOMMENTS/ REM	MARKS										
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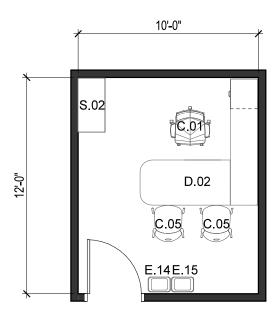
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text	Department: FACILITY OVERSIGHT PROGRAM	A1.35
C.01 WS.01	TASK CHAIR CUBICLE 8 X 8	Description: CUBICLE AREA	Total Square Footage: 256 SF Scale: 1/8" = 1'-0"
			Quantity: 1

	COMPONENT DIAGRAM ROOM NAME: COMPONENT DIAGRAM ROOM NAME:							
			1	COMPONENT DIAGRAM ROOM NAME:				
Facility Oversight Pr	rogram - Cubicie Ar	ea		A1.35				
SPACE USE								
PRIMARY ACTIVITIES:	SECONDARY ACT	IVITIES:	UTILIZATION		ACCESS	SECURITY		
	OLGGIND/III/ NG	1711123.	☑ 8 HRS / DAY		☐ PUBLIC	□ NO LOC	CK 🔲 KEYPAD	
Office			24 HRS / D		☑ STAFF	☐ KEY LO		
SPECIAL REQUIREMENTS:	•		☐ OTHER		☐ SECURE	□ сст∨	ACCESS	
			ĺ					
ROOM/SPACE RELATIONSH	IPS							
INTERIOR ADJACENCIES:			EXTERIOR AD.	JACENCI	ES	ISOLATIO	N	
	☐ PUBLIC PA			SOUND:	YES 🔲 NO 🗹			
			☐ SECURED			SECURITY		
			OUTSIDE	BREAK AI	REA	VISUAL:	YES NO	
			☐ OTHER			OTHER:	YES □ NO ☑	
ROOM/SPACE CHARACTER	RISTICS							
FLOOR FINISH	WALL FINISH(S)	CEILING 1	ТҮРЕ	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT	
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU		<b>☑</b> 10 <sup>3</sup>		☐ EXTERIOR	☑ NONE	
☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W	/ALL	12 <sup>2</sup>	'-14'	☐ INTERIOR	☐ WALLS	
RESILIENT	☐ CERAMIC TILE	☐ SOFFI	T(S)	☐ OP		☐ SHADES	CEILING	
☐ CERAMIC TILE	☐ WALLCOVERING	☐ EXPO	SED	□от	HER	□ TINT	☐ PANELS	
☐ OTHER	☐ WAINSCOT	☐ OTHE	OTHER OT		OTHER:	☐ OTHER		
DOOR TYPE	DOOR FINISH	EQUIPMEI	NT	FURN	ISHINGS		COUNTERTOPS	
☐ SOLID WOOD	□PAINT	☐ BY OW	VNER	☐ BA	SE CABINET		☐ PLASTIC LAM.	
☐ HOLLOW METAL	☐ STAINED	1 —	NTRACTOR	☐ UF	PPER CABINET		☐ SOLID SURFACE	
☐ STOREFRONT	LAMINATE	☐ FUTUI			REE-STANDING F	☐ STAINLESS STEEL		
DOUBLE	☐ MANUFACTURER	□ OTHE			STEM FURNITU	☐ ADA		
GLASS/VISION LITE					ILL HEIGHT PANT	•	☐ OTHER	
☐ FRAME SIDE LITE ☐ OTHER			☐ OPEN SHELVING SYSTE☐ OTHER		STEMS			
SPECIAL REQUIREMENTS:					TIEK			
SI ECIAL REQUIREMENTS.								
MECHANICAL AND ELECTR	RICAL REQUIREMENTS							
LIGHTING	HVAC	PLUMBIN	IG	ELEC.	TRICAL POWER		COMMUNICATION	
☐ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S			TANDARD POWE	ER	☑ TELEPHONE	
☐ INDIRECT LED	✓ STANDARD	TOILE			MERGENCY POW		☐ TELEVISION	
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ show	/ER	☐ G	ENERATOR BACK	(-UP	☑ DATA	
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR	RDRAIN	□ D	EDICATED EQUI	PMENT	□ сстv	
☐ WEATHERPROOF			RESSED AIR				☐ RADIO	
☐ FULL DIMMING		□ ОТНЕ	R					
☐ OTHER								
SPECIAL REQUIREMENTS:								
GENERALCOMMENTS/ REI	MARKS							



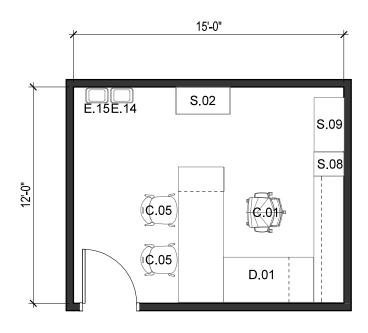
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.	
Key Va <b>l</b> ue	Keynote Text	Department: FACH ITY OVERGIGHT PROCESS	A1.36	
		Department: FACILITY OVERSIGHT PROGRAM	A1100	
S.04	WIRE STORAGE SHELF		Total Square Footage: 120 SF	
S.05	3-DRAWER LATERAL FILE CABINET	Description: FILE & STORAGE ROOM	Scale: 3/16" = 1'-0"	
			Quantity: 1	

COMPONENT DIAGRAM ROC	NA NIANAT.			COMPON	ENT DIACDAM	DOOM NAME.					
Facility Oversight Dr		ıa Daam		COMPONENT DIAGRAM ROOM NAME:							
Facility Oversight Pr	ogram - File & Storag	je Room		A1.36							
SPACE USE											
PRIMARY ACTIVITIES:	SECONDARY ACTIV	TIES:	UTILIZATION		ACCESS	SECURITY					
	02001107111171107111		☑ 8 HRS / DAY		☐ PUBLIC		CK 🔲 KEYPAD				
Storage				PΑΥ	✓ STAFF	☐ KEY LO					
SPECIAL REQUIREMENTS:	•		□ OTHER		☐ SECURI	E CCTV	ACCESS				
ROOM/SPACE RELATIONSHI	PS										
INTERIOR ADJACENCIES:			EXTERIOR AD	JACENCII	ES	ISOLATIO	N				
		☐ PUBLIC PA	ARKING		SOUND:	YES □ NO ☑					
			☐ SECURED			SECURITY					
			OUTSIDE	BREAK AI	REA	VISUAL:	YES NO				
			☐ OTHER			OTHER:	YES NO				
ROOM/SPACE CHARACTER	ISTICS										
FLOOR FINISH	WALL FINISH(S)	CEILING T	YPE	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT				
✓ SEALED CONCRETE	✓ PAINT	✓ ACOU:		☑ 10°		□ EXTERIOR	✓ NONE				
☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	DRY W		☐ 12 <sup>'</sup>		☐ INTERIOR	☐ WALLS				
RESILIENT	CERAMIC TILE	SOFFI		OP		☐ SHADES	☐ CEILING				
CERAMIC TILE	☐ WALLCOVERING	EXPOS		□от		☐ TINT	☐ PANELS				
☐ OTHER	☐ WAINSCOT	☐ OTHE	☐ OTHER			OTHER:	☐ OTHER				
DOOR TYPE	DOOR FINISH	EQUIPMEN	NT	FURNI	SHINGS		COUNTERTOPS				
☑ SOLID WOOD	□PAINT	☐ BY OW	'NER	□ BA	SE CABINET		☐ PLASTIC LAM.				
☐ HOLLOW METAL	☐ STAINED		NTRACTOR		PER CABINET		✓ SOLID SURFACE				
☐ STOREFRONT	✓ LAMINATE	☐ FUTUF	RE	<b>☑</b> FR	EE-STANDING	FURNITURE	☐ STAINLESS STEEL				
☐ DOUBLE	☐ MANUFACTURER	☐ OTHE			STEM FURNIT	☐ ADA					
GLASS/VISION LITE					LL HEIGHT PAN	•	☐ OTHER				
FRAME SIDE LITE					PEN SHELVING SYSTEMS						
OTHER			☐ OTHER								
SPECIAL REQUIREMENTS:											
Floor: LVT. Casewor	k: plastic laminate										
MECHANICAL AND FLECTO	ICAL DECUIDEMENTS										
MECHANICAL AND ELECTR		DLUMBIN	<u> </u>	FL FC-	TDICAL DOWE	)	COMMUNICATION				
LIGHTING  NATURAL LIGHT	HVAC  EXHAUST ONLY	PLUMBIN  SINK(S			TRICAL POWER		TELEPHONE				
☐ NATORAL LIGHT	✓ STANDARD	TOILE			MERGENCY POV		☐ TELEVISION				
☐ ACCENT LIGHTING	COMPUTER 24/7	SHOW			ENERATOR BAC	, ,	DATA				
☐ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR			EDICATED EQU		ССТУ				
1=		□ сомря	RESSED AIR				RADIO				
☐ WEATHERPROOF		☐ OTHER	?								
☐ WEATHERPROOF ☐ FULL DIMMING											
				SPECIAL REQUIREMENTS:							
☐ FULL DIMMING											
FULL DIMMING OTHER											
FULL DIMMING OTHER											
FULL DIMMING OTHER		ı									
☐ FULL DIMMING ☐ OTHER  SPECIAL REQUIREMENTS:	MARKS										
FULL DIMMING OTHER	MARKS										
☐ FULL DIMMING ☐ OTHER  SPECIAL REQUIREMENTS:	MARKS										
☐ FULL DIMMING ☐ OTHER  SPECIAL REQUIREMENTS:	MARKS										



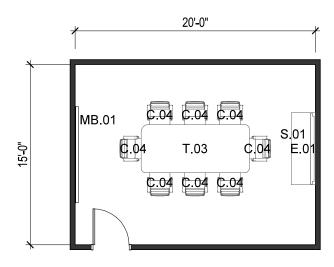
	FURNITURE		
Key Va <b>l</b> ue	Voynete Toyt		
value	Keynote Text	Building: FIRE ADMINISTRATION HEADQUARTERS	Program
C.01	TASK CHAIR	Bullating. Fire Assimilation of the Assimilation	Reference No.
C.05	STACK CHAIR		A1.37
D.02	OFFICE L SHAPED DESK W/ DRAWER/FILE CABINET	Department: OPERATION RESEARCH PROGRAM	
E.14	TRASH CAN	]	Total Square Footage: 120 SF
E.15	RECYCLING CAN	Description: OFFICE	Scale: 3/16" = 1'-0"
S.02	BOOKSHELF		Quantity: 9

COMPONENT DIAGRAM ROC	M NAME:			COMPON	IENT DIACDAM I	DOOM NAME.	
1			'	COMPONENT DIAGRAM ROOM NAME:			
Operation research	Program - Office			A1.37			
SPACE USE							
PRIMARY ACTIVITIES:	SECONDARY ACTIVIT	ΠES:	UTILIZATION		ACCESS	SECURITY	
Office			☑ 8 HRS / DA		☐ PUBLIC	☐ NO LOC	
			☐ 24 HRS / D	AY	☑ STAFF	☑ KEY LO	
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	Ссту	☐ ACCESS
ROOM/SPACE RELATIONSHI INTERIOR ADJACENCIES:	PS		EXTERIOR AD.	IACENCI	FS	ISOLATIO	N
THE END WAS A CENTERS.			□ PUBLIC PA		LJ	SOUND:	YES NO 🗹
			☐ SECURED		j .	SECURITY	
			☐ OUTSIDE	BREAK AI	REA	VISUAL:	YES NO 🗹
			☐ OTHER			OTHER:	YES 🔲 NO 🗹
ROOM/SPACE CHARACTER	RISTICS						
FLOOR FINISH	WALL FINISH(S)	CEILING T	YPE	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU:	STIC TILE	<b>☑</b> 10'	'-O'	■ EXTERIOR	☑ NONE
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W	/ALL	☐ 12 <sup>2</sup>	'-14'	☐ INTERIOR	☐ WALLS
☐ RESILIENT	☐ CERAMIC TILE	□ SOFFI	T(S)	□ОР	EN	☐ SHADES	☐ CEILING
☐ CERAMIC TILE	☐ WALLCOVERING	☐ EXPOS	☐ EXPOSED ☐ OTHER		HER	☐ TINT	☐ PANELS
☐ OTHER	☐ WAINSCOT	OTHEI	☐ OTHER			OTHER:	☐ OTHER
DOOR TYPE	DOOR FINISH	EQUIPMEN	NT	FURNI	ISHINGS		COUNTERTOPS
☑ SOLID WOOD	□PAINT	☐ BY OW			ASE CABINET		☐ PLASTIC LAM.
☐ HOLLOW METAL	□STAINED	1	NTRACTOR		PPER CABINET		☐ SOLID SURFACE
STOREFRONT	LAMINATE	FUTUE		<ul><li>✓ FREE-STANDING FURNITURE</li><li>✓ SYSTEM FURNITURE (CUBICLE)</li></ul>			STAINLESS STEEL
DOUBLE	☐ MANUFACTURER	OTHEI	R				☐ ADA
☐ GLASS/VISION LITE ☐ FRAME SIDE LITE					JLL HEIGHT PANT	•	☐ OTHER
OTHER				☐ OPEN SHELVING SYSTEMS ☐ OTHER			
SPECIAL REQUIREMENTS:					TILIX		
Floor: dved carpet wi	ith a pop of color or a t	fun patteri	n. Wall: one	accen	t wall color.	Ceilina: arid	in a cloud design
		on points.					a cicaa accigii
MECHANICAL AND ELECTR							I
LIGHTING	HVAC	PLUMBIN			TRICAL POWER		COMMUNICATION
NATURAL LIGHT	EXHAUST ONLY	SINK(S			TANDARD POWI		☑ TELEPHONE
<ul><li>✓ INDIRECT LED</li><li>✓ ACCENT LIGHTING</li></ul>	☑ STANDARD ☐ COMPUTER 24/7	☐ TOILE		1	MERGENCY POW ENERATOR BACK		☐ TELEVISION ☐ DATA
DOWNLIGHTING  DOWNLIGHTS	DEDICATED SYSTEM	☐ SHOW			ENERATOR BACK EDICATED EQUI		CCTV
☐ WEATHERPROOF	DEDICATED STSTEM	1-	RESSED AIR		LDICATED EQUI	FIVILINI	RADIO
☐ FULL DIMMING		OTHER					10.010
OTHER							
SPECIAL REQUIREMENTS:							
GENERALCOMMENTS/ REM	MARKS						



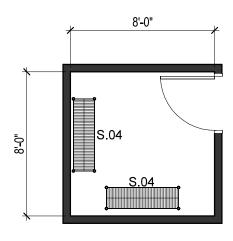
	FURNITURE				
Key Va <b>l</b> ue	Keynote Text				
C.01	TASK CHAIR				
C.05	STACK CHAIR	Building: FIRE ADMINISTRATION HEADQUARTERS	Program		
D.01	EXECUTIVE OFFICE DESK W/ HUTCH AND DRAWERS		Reference No.		
E.14	TRASH CAN	Department: OPERATION RESEARCH PROGRAM	A1.37a		
E.15	RECYCLING CAN	<u> </u>	Total Causes Footogo: 100 CF		
S.02	BOOKSHELF		Total Square Footage: 180 SF		
S.08	UNIFORM WARDROBE	Description: EXECUTIVE OFFICE	Scale: 3/16" = 1'-0"		
S.09	SHELVING/FILE CABINET		Quantity: 1		

COMPONENT DIAGRAM ROC	ΟΜ ΝΔΜ <b>Ε</b> ·			COMPON	IENT DIAGRAM	ROOM NAME:			
1	rogram - Executive O	ffico		COMPONENT DIAGRAM ROOM NAME: A1.37a					
Facility Oversight Fi	ogram - Executive O	ilice		A1.57	<u>а</u>				
SPACE USE									
PRIMARY ACTIVITIES:	SECONDARY ACTIV	/ITIES:	UTILIZATION		ACCESS	SECURITY			
Office			☑ 8 HRS/D	ΑY	□ PUBLIC	☐ NO LOC	CK 🔲 KEYPAD		
Office			☐ 24 HRS /	DAY	☑ STAFF	✓ KEY LOC	CK 🔲 KEYCARD		
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	□ сст∨	ACCESS		
ROOM/SPACE RELATIONSHI	IPS								
INTERIOR ADJACENCIES:			EXTERIOR AL		ES	ISOLATIO			
			□ PUBLIC F		•	SOUND: SECURITY	YES □ NO ☑ : YES □ NO ☑		
			OUTSIDE			VISUAL:	E YES □ NO ☑ YES □ NO ☑		
			OTHER	DICEARCA	(L)	OTHER:	YES NO 🗹		
						<b>'</b>			
ROOM/SPACE CHARACTER						<u> </u>	1		
FLOOR FINISH	WALL FINISH(S)	CEILING 1			NG HEIGHT	GLASS	ACOUSTIC TREATMENT		
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU		<b>1</b> 0°		☐ EXTERIOR	NONE		
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		☐ 12 <sup>3</sup>		INTERIOR	WALLS		
RESILIENT CERAMIC TILE	CERAMIC TILE	SOFFI	` '	ОР		SHADES	CEILING		
OTHER	□ WALLCOVERING □ WAINSCOT	☐ EXPOS		ОТ	HEK	☐ TINT ☐ OTHER:	☐ PANELS ☐ OTHER		
DOOR TYPE	DOOR FINISH	EQUIPME		FLIDNI	ISHINGS	DOTTIEK.	COUNTERTOPS		
✓ SOLID WOOD	PAINT	□ BY OW			ASE CABINET		□ PLASTIC LAM.		
☐ HOLLOW METAL	☐ STAINED		NTRACTOR	1 —	PPER CABINET		SOLID SURFACE		
☐ STOREFRONT	☐ STAINED ☐ LAMINATE	1—	FUTURE		REE-STANDING I	URNITURE	☐ STAINLESS STEEL		
DOUBLE	☐ MANUFACTURER		☐ OTHER		STEM FURNITU		☐ ADA		
☑ GLASS/VISION LITE					ILL HEIGHT PANT		OTHER		
☐ FRAME SIDE LITE				☐ OPEN SHELVING SYSTE					
☐ OTHER				☐ OTHER					
SPECIAL REQUIREMENTS:									
Floor: dyed carpet w	ith a pop of color or a	ı fun patteri	n. Wall: one	e accen	t wall color.	Ceiling: grid	in a cloud design		
MECHANICAL AND ELECTR		DLUMBIN	<u></u>	FL FC:	TDICAL DOWED		COMMUNICATION		
LIGHTING  NATURAL LIGHT	HVAC  EXHAUST ONLY	PLUMBIN  SINK(S			TRICAL POWER TANDARD POW		COMMUNICATION    TELEPHONE		
☑ INDIRECT LED	☑ STANDARD	☐ TOILE			MERGENCY POW		☐ TELEVISION		
☐ ACCENT LIGHTING	COMPUTER 24/7	☐ SHOW		1	ENERATOR BACK	, ,	☑ DATA		
☐ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		1 —	EDICATED EQU		сстv		
□ WEATHERPROOF		□ сомря	RESSED AIR				☐ RADIO		
☐ FULL DIMMING		□ ОТНЕІ	₹						
☐ OTHER									
SPECIAL REQUIREMENTS:									
GENERALCOMMENTS/ REM	MARKS								



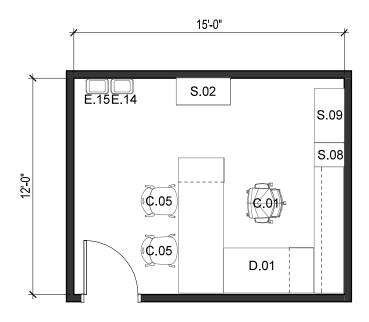
	FURNITURE		
Key Va <b>l</b> ue	Keynote Text	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
C.04 E.01	CONFERENCE CHAIR FLAT TELEVISION (65" MINIMUM)	Department: OPERATION RESEARCH PROGRAM	A1.38
MB.01	MARKER BOARD	Description: SMALL CONFERENCE ROOM	Total Square Footage: 300 SF Scale: 1/8" = 1'-0"
S.01 T.03	CREDENZA CONFERENCE TABLE FOR EIGHT	Description. Swall conference Room	Quantity: 1

COMPONENT DIAGRAM ROOM	4 5 4 5 4 5			COLUDON	ENT BLACBANA	DOOLLNIAME			
			1	COMPONENT DIAGRAM ROOM NAME:					
Operation Research F	Program - Small Conf	ference R	loom	A1.38					
CDACELICE									
PRIMARY ACTIVITIES:	SECONDARY ACTIVIT	TFS:	UTILIZATION		ACCESS	SECURITY			
TRUMARY ACTIVITIES.	SECONDARIONE	120.	☑ 8 HRS / DA	Λ	☐ PUBLIC	□ NO LOC	CK		
			☐ 24 HRS / [		☑ STAFF	☐ KEY LO			
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE		☐ ACCESS		
ROOM/SPACE RELATIONSHIP	S								
INTERIOR ADJACENCIES:	<u>-</u>		EXTERIOR AD	JACENCIE	S	ISOLATIO	V		
			☐ PUBLIC P.	ARKING		SOUND:	YES NO 🗸		
			☐ SECURED	PARKING	i	SECURITY			
			☐ OUTSIDE	BREAK AF	REA	VISUAL:	YES 🔲 NO 🗹		
			☐ OTHER			OTHER:	YES NO 🗹		
ROOM/SPACE CHARACTERIS	STICS								
	WALL FINISH(S)	CEILING T	YPE	CEILIN	IG HEIGHT	GLASS	ACOUSTIC TREATMENT		
☐ SEALED CONCRETE [	☑ PAINT	✓ ACOU:	STIC TILE	<b>☑</b> 10'	-0'	☑ EXTERIOR	✓ NONE		
☑ CARPET/CARPET TILE [	☐ TACKABLE SURFACE	☐ DRY W	'ALL	<b>□</b> 12'	-14'	☑ INTERIOR	■ WALLS		
	□ CERAMIC TILE	☐ SOFFI	T(S)	☐ OP	EN	☐ SHADES	☐ CEILING		
☐ CERAMIC TILE	■ WALLCOVERING	☐ EXPOS	SED	□от	HER	☐ TINT	☐ PANELS		
☐ OTHER [	☐ WAINSCOT	OTHEI	R			OTHER:	☐ OTHER		
DOOR TYPE D	DOOR FINISH	EQUIPMEN	NT	FURNI	SHINGS		COUNTERTOPS		
	<b>□</b> PAINT	☐ BY OW	/NER	□ ва	SE CABINET		☐ PLASTIC LAM.		
☐ HOLLOW METAL	<b>□</b> STAINED	1 —	NTRACTOR	☐ UP	PER CABINET		☐ SOLID SURFACE		
1 1	LAMINATE	1	☐ FUTURE		EE-STANDING I		☐ STAINLESS STEEL		
	☑ MANUFACTURER	OTHE	☐ OTHER		STEM FURNITU	, ,	☐ ADA		
GLASS/VISION LITE					LL HEIGHT PANT	•	☐ OTHER		
FRAME SIDE LITE				OPEN SHELVING SYSTEMS					
OTHER					☐ OTHER				
SPECIAL REQUIREMENTS:									
MECHANICAL AND ELECTRIC	CAL REQUIREMENTS								
	HVAC	PLUMBIN	G	ELECT	TRICAL POWER		COMMUNICATION		
☐ NATURAL LIGHT [	■ EXHAUST ONLY	☐ SINK(S	5)	<b>☑</b> \$1	TANDARD POWI	ER	☑ TELEPHONE		
☑ INDIRECT LED [	☑ STANDARD	☐ TOILE		□ EN	MERGENCY POW	/ER (UPS)	☑ TELEVISION		
1-	COMPUTER 24/7	☐ show	ER	☐ GE	ENERATOR BACK	K-UP	✓ DATA		
I — I ·	■ DEDICATED SYSTEM	☐ FLOOR		□ DI	EDICATED EQUI	IPMENT	□ сстv		
☐ WEATHERPROOF		1-	RESSED AIR				☐ RADIO		
☐ FULL DIMMING		OTHER	₹						
☐ OTHER									
SPECIAL REQUIREMENTS:									
GENERALCOMMENTS/ REMA	ARKS								
GENERALCOMMENTS/ REMA	ARKS								
GENERALCOMMENTS/ REMA	ARKS								



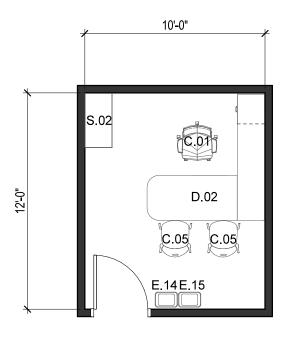
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text		A1.39
Value	Neyhole Text	Department: OPERATION RESEARCH PROGRAM	A1.33
S.04	WIRE STORAGE SHELF		Total Square Footage: 64 SF
·		Description: STORAGE CLOSET	Scale: 3/16" = 1'-0"
			Quantity: 1

SPACE IDENTIFICATION												
COMPONENT DIAGRAM ROC					COMPONENT DIAGRAM ROOM NAME:							
Operation Research	Program	- Storage Clo	set		A1.39							
CDACE LIGE				<u></u>								
PRIMARY ACTIVITIES:	SEC	ONDARY ACTIVITI	EC.	UTILIZATION		۸۲۲	FCC	SE	CURITY			
	JLC,	SINDARI ACTIVITI	L3.	☑ 8 HRS / D		ACCESS  PUBLIC				CK 🔲	KEYPA	4D
Storage				_ ,	☐ 24 HRS / DAY ☐ STAFF						KEYC	
SPECIAL REQUIREMENTS:				☐ OTHER	2711		SECURE				ACCE	
SI ECINE REQUIREMENTS.				- OTTLER		_	SECONE	-		_	,,,,,,	
ROOM/SPACE RELATIONSHI	IDS											
INTERIOR ADJACENCIES:				EXTERIOR AI	DJACENCIE	ES		Т	ISOLATIO	N		
				■ PUBLIC F	PARKING				SOUND:	YES 🔲	N	o 🔽
				☐ SECUREI	PARKING	ì			SECURITY	′: YES □	N	
				D OUTSIDE	BREAK AF	REA			VISUAL:	YES	N	_
				☐ OTHER					OTHER:	YES 🗖	N	0 🔽
ROOM/SPACE CHARACTER	RISTICS											
FLOOR FINISH	WALL FINIS	H(S)	CEILING T	YPE	CEILIN	NG HE	IGHT	GLAS:	S	ACOUSTIC	TREAT	MENT
☑ SEALED CONCRETE	☑ PAINT		☑ ACOUS	STIC TILE	<b>☑</b> 10'	-0'		☐ EX	TERIOR	✓ NONE		
☐ CARPET/CARPET TILE	□ ТАСКАВІ	LE SURFACE	□ DRY W	ALL	<b>□</b> 12'	-14'		□ IN1	ERIOR	■ WALLS		
☐ RESILIENT	☐ CERAMIC	TILE	□ SOFFI	Γ(S)	☐ OP	EN		☐ SH	ADES	☐ CEILING		
☐ CERAMIC TILE	☐ WALLCO	VERING	☐ EXPOS	SED	□ от					☐ PANELS	;	
☐ OTHER	☐ WAINSCO	DT	OTHER	?				□от	HER:	☐ OTHER		
DOOR TYPE	DOOR FINISH	OR FINISH EQUIPMEN		JT	FURNI	SHIN	GS			COUNTERT	OPS	
☑ SOLID WOOD	PAINT		☐ BY OW		1 —		ABINET			☐ PLASTI		
☐ HOLLOW METAL	STAINED		1—	BY CONTRACTOR			CABINET			SOLID SURFACE		
STOREFRONT	LAMINAT		FUTURE				randing i				STAINLESS STEEL	
DOUBLE	☐ MANUFA	CTURER	☐ OTHER				FURNITU	•		☐ ADA		
GLASS/VISION LITE FRAME SIDE LITE						☐ FULL HEIGHT PANTRY/STORAGE ☐ OPEN SHELVING SYSTEMS			☐ OTHER			
OTHER					OTHER							
SPECIAL REQUIREMENTS:						HLK						
SI ECINE REQUIREMENTS.												
MECHANICAL AND ELECT	RICAL REQUI	REMENTS										
LIGHTING	HVAC		PLUMBIN				L POWER			COMMUN		
☐ NATURAL LIGHT	EXHAUS		☐ SINK(S				ARD POWI			TELE		
INDIRECT LED	☑ STANDAI		TOILE1				ENCY POW		5)	TELE		
ACCENT LIGHTING	COMPUT		SHOW		-		ATOR BACK		_	D DATA		
☐ DOWNLIGHTS  ☑ WEATHERPROOF	☐ DEDICAT	ED SYSTEM	☐ FLOOR		<b>L</b> DI	FDICA	TED EQU	IPMEN1		CCTV		
☐ FULL DIMMING			OTHER	RESSED AIR						RADIO	J	
OTHER			OTHER	<b>\</b>								
SPECIAL REQUIREMENTS:			1									
SPECIAL REQUIREMENTS.												
GENERALCOMMENTS/ REM	MARKS											
,	**											



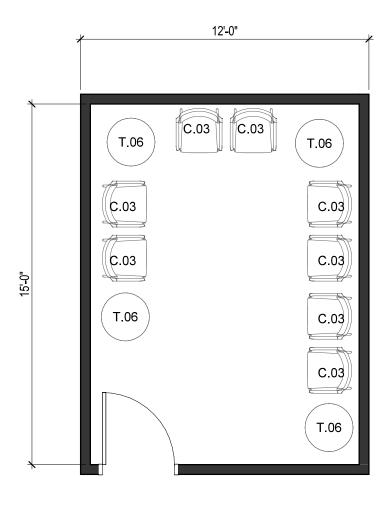
	FURNITURE				
Key Va <b>l</b> ue	Keynote Text				
C.01	TASK CHAIR				
C.05	STACK CHAIR	Building: FIRE ADMINISTRATION HEADQUARTERS	Program		
D.01	EXECUTIVE OFFICE DESK W/ HUTCH AND DRAWERS		Reference No.		
E.14	TRASH CAN	Department: STANDARDS	A1.40		
E.15	RECYCLING CAN		T. 10		
S.02	BOOKSHELF	]	Total Square Footage:180 SF		
S.08	UNIFORM WARDROBE	Description: EXECUTIVE OFFICE	Scale: 3/16" = 1'-0"		
S.09	SHELVING/FILE CABINET		Quantity: 1		

COMPONENT DIAGRAM ROC	OM NAME	·•			СОМРО	NFNT	DIAGRAM	ROOM	NAMF:				
Standards Departme					A1.40								
<u> </u>													
PRIMARY ACTIVITIES:		SECONDARY ACTIVI	TIFS	UTILIZATIOI	N	ACC	CESS	SE	CURITY				
		020011071117101111		☑ 8 HRS / DAY						CK [	<u></u> к	EYPAD	)
Office				☐ 24 HRS /	/ DAY		STAFF	I✓	KEY LO			EYCAR	(D
SPECIAL REQUIREMENTS:				☐ OTHER			SECURE	:	CCTV		<b>]</b> A	CCESS	;
ROOM/SPACE RELATIONSH	IPS												
INTERIOR ADJACENCIES:									ISOLATIO				
				D PUBLIC					SOUND:	YES		NO	
				SECURE OUTSID					SECURITY VISUAL:	r: YES YES		NO NO	
				OTHER	L DIVLY IIV	WCD/			OTHER:	YES		NO	
ROOM/SPACE CHARACTER	PISTICS												
FLOOR FINISH		FINISH(S)	CEILING <sup>-</sup>	ГҮРЕ	CEIL	ING HE	IGHT	GLAS	S	ACOUS	TIC TE	REATM	ENT
☐ SEALED CONCRETE	☑ PAI	NT	✓ ACOU	STIC TILE	<b>1</b> 0	0'-0'		□ EX	TERIOR	иои 🔽	ΝE		
☑ CARPET/CARPET TILE	☐ TAC	CKABLE SURFACE	☐ DRY W	/ALL		□ 12'-14'		1 —	TERIOR	☐ WAL	☐ WALLS		
RESILIENT		RAMIC TILE	☐ SOFFI					□ SH		CEIL			
CERAMIC TILE		LLCOVERING	EXPO:							PANELS			
OTHER		INSCOT	OTHE		FUEN	HCLUN	166	01	HER:	OTH		200	
DOOR TYPE		R FINISH EQUIPME				VISHIN				COUNTI			
☑ SOLID WOOD ☐ HOLLOW METAL	□ PAIN		☐ BY OV		1		ABINET CABINET			☐ PLA☐ SOL			
STOREFRONT	LAM		☐ BY CONTRACTOR☐ FUTURE		1		CABINET TANDING I	FURNIT	LIRE	STA			
DOUBLE		NUFACTURER	OTHER				1 FURNITU			☐ ADA		5 5 T L I	
☐ GLASS/VISION LITE						☐ FULL HEIGHT PANTRY/STORAGE			ОТІ				
☐ FRAME SIDE LITE						PEN SI	HELVING SY	YSTEMS					
☐ OTHER					<b>□</b> c	THER							
SPECIAL REQUIREMENTS:													
	•••			147 H				O 11					
Floor: dyed carpet w	ith a po	op of color or a	tun patter	n. vvaii: on	e accer	nt wa	il color.	Celli	ng: gria	ın a cı	oud (	desig	j <b>n</b>
MECHANICAL AND ELECT	RICAL RI	QUIREMENTS											
LIGHTING	HVAC		PLUMBIN		ELEC	CTRICA	AL POWER					CATION	1
☐ NATURAL LIGHT		IAUST ONLY	☐ SINK(				ARD POW			☑ TE			
☑ INDIRECT LED	1 -	NDARD	TOILE				ENCY POW		S)			SION	
☐ ACCENT LIGHTING ☐ DOWNLIGHTS	ł	MPUTER 24/7 DICATED SYSTEM	SHOW		1 —		ATOR BACI ATED EQU		г				
□ WEATHERPROOF		ACATED STSTEM	1-	RESSED AIR		JEDICA	ATED EQU	IFIVILIN	I	□ R/			
FULL DIMMING			OTHE								1010		
☐ OTHER													
SPECIAL REQUIREMENTS:	•		'							'			
GENERAL COMMENTS / DEI	MADKE												
GENERALCOMMENTS/ REI	NANNO												



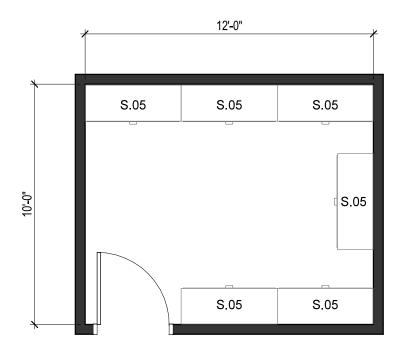
	FURNITURE				
Key Va <b>l</b> ue	Keynote Text				
	,	Building: FIRE ADMINISTRATION HEADQUARTERS	Program  Deference No.		
C.01	TASK CHAIR	_	Reference No.		
C.05	STACK CHAIR		A1.41		
D.02	OFFICE L SHAPED DESK W/ DRAWER/FILE CABINET	Department: STANDARDS			
E.14	TRASH CAN		Total Square Footage:120 SF		
E.15	RECYCLING CAN	Description: OFFICE	Scale: 3/16" = 1'-0"		
S.02	BOOKSHELF		Quantity: 5		

COMPONENT DIAGRAM ROC	DM NAME:			COMPONENT DIAGRAM ROOM NAME:				
Standards Departme	ent - Office			A1.41				
SDACE USE			<u>'</u>					
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY		
Office			☑ 8 HRS / DA		☐ PUBLIC	□ NO LOC	<del>_</del>	
			24 HRS / [	PΑΥ	☑ STAFF	☐ KEY LO	CK	
SPECIAL REQUIREMENTS:			│ □ OTHER		☐ SECURE	L CCIV	ACCESS	
ROOM/SPACE RELATIONSHI	IPS		T			T		
INTERIOR ADJACENCIES:			EXTERIOR AD  PUBLIC P.		ES	ISOLATIOI SOUND:	N YES  NO	
			SECURED		Ĵ	SECURITY		
			OUTSIDE	BREAK A	REA	VISUAL:	YES NO	
			☐ OTHER			OTHER:	YES NO	
ROOM/SPACE CHARACTER	RISTICS							
FLOOR FINISH	WALL FINISH(S)	CEILING T			NG HEIGHT	GLASS	ACOUSTIC TREATMENT	
☐ SEALED CONCRETE	PAINT	☑ ACOU		<b>☑</b> 10		EXTERIOR	NONE	
☐ CARPET/CARPET TILE☐ RESILIENT	☐ TACKABLE SURFACE☐ CERAMIC TILE	DRY W		☐ 12 <sup>1</sup>		☐ INTERIOR☐ SHADES	☐ WALLS ☐ CEILING	
CERAMIC TILE	□ WALLCOVERING	☐ EXPOS		ОТ		TINT	☐ PANELS	
OTHER	☐ WAINSCOT	OTHE			TIEIX	OTHER:	☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPMEN	NT	FURN	ISHINGS	•	COUNTERTOPS	
☑ SOLID WOOD	□PAINT	☐ BY OW	/NER	□ ВА	ASE CABINET		☐ PLASTIC LAM.	
☐ HOLLOW METAL	☐ STAINED	1 —	NTRACTOR		PPER CABINET		☐ SOLID SURFACE	
STOREFRONT	LAMINATE		FUTURE		REE-STANDING I		☐ STAINLESS STEEL	
☐ DOUBLE☐ GLASS/VISION LITE	☐ MANUFACTURER	OTHEI	OTHER		'STEM FURNITU JLL HEIGHT PANT		☐ ADA ☐ OTHER	
FRAME SIDE LITE					PEN SHELVING SY	•	L OTHER	
☐ OTHER			OTHER			0.12.mg		
SPECIAL REQUIREMENTS:		•		•				
Floor: dyed carpet wi	ith a pop of color or a	fun patteri	n. Wall: one	accen	t wall color.	Ceiling: grid	in a cloud design	
MECHANICAL AND ELECTR	RICAL REQUIREMENTS							
LIGHTING	HVAC	PLUMBIN			TRICAL POWER		COMMUNICATION	
NATURAL LIGHT	EXHAUST ONLY	SINK(S		- 1	TANDARD POW		☑ TELEPHONE	
<ul><li>✓ INDIRECT LED</li><li>✓ ACCENT LIGHTING</li></ul>	<ul><li>✓ STANDARD</li><li>✓ COMPUTER 24/7</li></ul>	□ TOILE		1	MERGENCY POW ENERATOR BACI		☐ TELEVISION ☐ DATA	
DOWNLIGHTS	DEDICATED SYSTEM	☐ SHOW		1 -	ENERATOR BACI EDICATED EQU		CCTV	
☐ WEATHERPROOF	DEDICATED STOTEM	I—	RESSED AIR		LDICATED EQU	II MILINI	RADIO	
☐ FULL DIMMING		OTHER						
☐ OTHER								
SPECIAL REQUIREMENTS:								
GENERAL COMMENTS / DEN	ANDRE							
GENERALCOMMENTS/ REM	CARA							



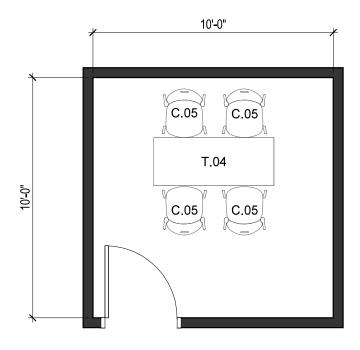
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text	Department: STANDARDS	A1.42
C.03	GUEST CHAIR	Bopartment. on the master than the	Total Square Footage:180 SF
T.06	SIDE TABLE	Description: SECURE WAITING ROOM	Scale: 1/4" = 1'-0"
		·	Quantity: 1

SPACE IDENTIFICATION									
COMPONENT DIAGRAM RO	OM NAME:			COMPONENT DIAGRAM ROOM NAME:					
Standards Departm	ent - Secure Waiting F	Room		A1.42					
SPACE USE									
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY			
Waiting	Secure hold		☑ 8 HRS / D ☐ 24 HRS /			☐ NO LOC	ск 🔽 к	EYPAD EYCARD	
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	☑ сст∨	□ A	CCESS	
ROOM/SPACE RELATIONSH	IPS								
INTERIOR ADJACENCIES:			EXTERIOR AD		ES	ISOLATIO			
			D PUBLIC F			SOUND:	YES 🔲	NO 🔽	
			SECURE			SECURITY	_	NO 🗖	
			OUTSIDE	BREAK AF	REA	VISUAL:	YES	NO 🔽	
			☐ OTHER			OTHER:	YES 🗖	NO 🔽	
ROOM/SPACE CHARACTE		T		1			T		
FLOOR FINISH	WALL FINISH(S)	CEILING T			IG HEIGHT	GLASS	ACOUSTIC TI	KEAIMENT	
☐ SEALED CONCRETE	PAINT	☑ ACOU		<b>☑</b> 10'		☐ EXTERIOR	✓ NONE		
CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		☐ 12'		INTERIOR	WALLS		
RESILIENT	CERAMIC TILE	SOFFI		□ОР		SHADES	CEILING		
☐ CERAMIC TILE	☐ WALLCOVERING	EXPOS		□от	HER	☐ TINT	☐ PANELS		
☑ OTHER	☐ WAINSCOT	OTHEI				OTHER:	☐ OTHER		
DOOR TYPE	DOOR FINISH	FINISH EQUIPMEN		FURNI	SHINGS		COUNTERTO	PS	
☑ SOLID WOOD	□PAINT	☐ BY OW	/NER	□ ВА	SE CABINET		☐ PLASTIC I	_AM.	
☐ HOLLOW METAL	☐ STAINED	☐ BY CO	NTRACTOR	☐ UF	PER CABINET		☐ SOLID SU	RFACE	
☐ STOREFRONT	☑ LAMINATE	☐ FUTUF	RE	<b>☑</b> FR	EE-STANDING I	URNITURE	☐ STAINLES	S STEEL	
☐ DOUBLE	☐ MANUFACTURER	☐ OTHE	R	☐ SY	STEM FURNITU	RE (CUBICLE)	☐ ADA		
☑ GLASS/VISION LITE				☐ FU	LL HEIGHT PANT	RY/STORAGE	☐ OTHER		
☐ FRAME SIDE LITE				☐ OF	PEN SHELVING SY	STEMS			
☐ OTHER				□ от	HER				
SPECIAL REQUIREMENTS:									
flooring: large forma	t tile								
MECHANICAL AND ELECT	RICAL REQUIREMENTS								
LIGHTING	HVAC	PLUMBIN	G	ELEC	TRICAL POWER		COMMUNIC	CATION	
☐ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S		_	TANDARD POWI	ΕR	☐ TELEPH	IONE	
✓ INDIRECT LED	☑ STANDARD	☐ TOILE	Т	□ EN	MERGENCY POW	ER (UPS)	☑ TELEVIS	SION	
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ show	ER		ENERATOR BACK		☑ DATA		
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR	DRAIN	<b>□</b> DI	EDICATED EQUI	PMENT	□ ссти		
□ WEATHERPROOF		□ сомря	RESSED AIR				☐ RADIO		
☐ FULL DIMMING		☐ OTHER	₹						
☐ OTHER									
SPECIAL REQUIREMENTS:					<u> </u>				
GENERALCOMMENTS/ RE	MARKS								



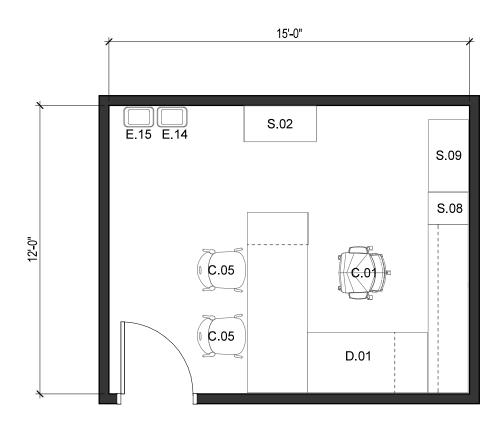
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.		
Key Va <b>l</b> ue	Keynote Text		A1.43		
value	Reynote Text	Department: STANDARDS	A1.43		
S.05	3-DRAWER LATERAL FILE CABINET		Total Square Footage:120 SF		
		Description: SECURED STORAGE ROOM	Scale: 1/4" = 1'-0"		
			Quantity: 1		

	COMPONENT DIAGRAM ROOM NAME:					COMPONENT DIAGRAM ROOM NAME:				
Standards Departm	ent - Secured Storage	Room		A1.43						
			l							
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY				
Storage	Secure Hold		☑ 8 HRS / DAY	′	☐ PUBLIC	□ NO LOC	_			
-				NΥ	☑ STAFF	☐ KEY LO	=			
SPECIAL REQUIREMENTS:			│		☐ SECURE	Ссту	☐ ACCESS			
ROOM/SPACE RELATIONSH	IPS									
INTERIOR ADJACENCIES:			EXTERIOR ADJ		ES	ISOLATIO				
			☐ PUBLIC PAI		ì	SOUND: SECURITY	YES NO C			
			OUTSIDE B			VISUAL:	YES NO			
			☐ OTHER			OTHER:	YES NO			
ROOM/SPACE CHARACTE	RISTICS									
FLOOR FINISH	WALL FINISH(S)	CEILING T	ГҮРЕ		NG HEIGHT	GLASS	ACOUSTIC TREATMENT			
☑ SEALED CONCRETE	PAINT	☑ ACOU		<b>1</b> 0		☐ EXTERIOR	NONE			
☐ CARPET/CARPET TILE☐ RESILIENT	☐ TACKABLE SURFACE ☐ CERAMIC TILE	DRY W		☐ 12 <sup>2</sup>		☐ INTERIOR ☐ SHADES	☐ WALLS ☐ CEILING			
CERAMIC TILE	☐ WALLCOVERING	EXPOS	* /	OF		TINT	☐ PANELS			
OTHER	☐ WAINSCOT	OTHE				OTHER:	☐ OTHER			
DOOR TYPE	DOOR FINISH	EQUIPMEN	NT	FURNI	SHINGS	COUNTERTOPS				
☑ SOLID WOOD	PAINT	☐ BY OW			SE CABINET		☐ PLASTIC LAM.			
HOLLOW METAL	STAINED	1 —	NTRACTOR		PPER CABINET		SOLID SURFACE			
☐ STOREFRONT ☐ DOUBLE	<ul><li>✓ LAMINATE</li><li>✓ MANUFACTURER</li></ul>	FUTUF			EE-STANDING I STEM FURNITU		☐ STAINLESS STEEL ☐ ADA			
GLASS/VISION LITE	I MINITOTALET GREEK				ILL HEIGHT PANT		OTHER			
☐ FRAME SIDE LITE				☐ OPEN SHELVING SYSTEMS						
☐ OTHER				☐ OTHER						
SPECIAL REQUIREMENTS:										
LIGHTING	HVAC	PLUMBIN	<u> </u>	LI EC.	TRICAL POWER		COMMUNICATION			
☐ NATURAL LIGHT	EXHAUST ONLY	□ SINK(S		_	TANDARD POWER	ER	TELEPHONE			
☐ INDIRECT LED	☑ STANDARD	☐ TOILE		1 —	MERGENCY POW		☐ TELEVISION			
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ show			ENERATOR BACK		□ DATA			
DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		<b>D</b> D	EDICATED EQUI	PMENT	CCTV			
☐ WEATHERPROOF ☐ FULL DIMMING		OTHER	RESSED AIR				RADIO			
OTHER			· ·							
SPECIAL REQUIREMENTS:	•			•			•			
CENEDAL COMMENTO/ TO	MARKS									
GENERALCOMMENTS/ REI	MAKKS									



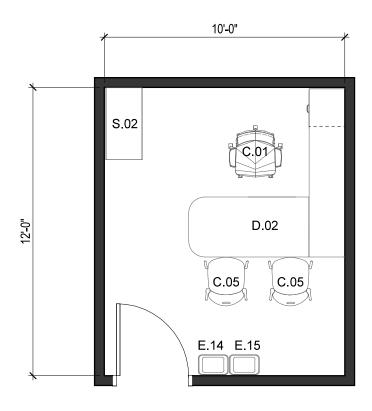
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text	Department: STANDARDS	A1.44
C.05	STACK CHAIR		Total Square Footage:100 SF
T.04	FLIP TOP TABLE	Description: EMPLOYEE INTERVIEW ROOM	Scale: 1/4" = 1'-0"
		·	Quantity: 1

COMPONENT DIAGRAM ROOM NAME:				COMPONENT DIAGRAM ROOM NAME:				
Standards Departme	ent - Employee			A1.44				
SDACE LISE			l.					
SPACE USE PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY		
Interview	Office		☑ 8 HRS/D	PΑΥ	☐ PUBLIC	☐ NO LOC		
	Office		24 HRS /	DAY	☑ STAFF	KEY LO	<del>_</del>	
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	Ссту	☐ ACCESS	
ROOM/SPACE RELATIONSH	IPS							
INTERIOR ADJACENCIES:		EXTERIOR AI		ES	ISOLATIOI SOUND:			
			SECURE			SECURITY		
			-	BREAK AI		VISUAL:	YES NO	
			☐ OTHER			OTHER:	YES NO	
ROOM/SPACE CHARACTER	RISTICS							
FLOOR FINISH	WALL FINISH(S)	CEILING T	YPE	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT	
☐ SEALED CONCRETE	☑ PAINT	☑ ACOUS		<b>☑</b> 10'		☐ EXTERIOR	✓ NONE	
☑ CARPET/CARPET TILE ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ TACKABLE SURFACE	☐ DRY W		12'		INTERIOR	WALLS	
RESILIENT	CERAMIC TILE	SOFFI		□ OP		SHADES	CEILING	
☐ CERAMIC TILE ☐ OTHER	☐ WALLCOVERING ☐ WAINSCOT	EXPOS	I—		OTHER:	☐ PANELS ☐ OTHER		
DOOR TYPE	DOOR FINISH	EQUIPMEN				COUNTERTOPS		
☑ SOLID WOOD	PAINT	☐ BY OW			SE CABINET		☐ PLASTIC LAM.	
☐ HOLLOW METAL	STAINED		NTRACTOR		PER CABINET	SOLID SURFACE		
☐ STOREFRONT	☑ LAMINATE	☐ FUTUE			EE-STANDING F	URNITURE	☐ STAINLESS STEEL	
☐ DOUBLE	☐ MANUFACTURER	☐ OTHE		☐ SY	STEM FURNITU	RE (CUBICLE)	☐ ADA	
☑ GLASS/VISION LITE				☐ FU	LL HEIGHT PANT	RY/STORAGE	☐ OTHER	
☐ FRAME SIDE LITE					PEN SHELVING SY	STEMS		
OTHER				☐ OTHER				
SPECIAL REQUIREMENTS:								
<b></b>	:41 <b> - -</b>	£ 11	- \A/-II			0 - 11:1	to a alexaded at a taux	
Floor: dyed carpet w	ith a pop of color or a	tun patterr	n. vvaii: one	accen	t wall color.	Ceiling: grid	in a cloud design	
MECHANICAL AND ELECT	1							
LIGHTING	HVAC	PLUMBIN			TRICAL POWER	-D	COMMUNICATION	
<ul><li>□ NATURAL LIGHT</li><li>☑ INDIRECT LED</li></ul>	<ul><li>□ EXHAUST ONLY</li><li>☑ STANDARD</li></ul>	☐ SINK(S			TANDARD POWE MERGENCY POW		☐ TELEPHONE ☐ TELEVISION	
ACCENT LIGHTING	COMPUTER 24/7	☐ SHOW		1	MERGENCY POW ENERATOR BACK	` '	☐ TELEVISION ☐ DATA	
☐ ACCENT LIGHTING ☐ DOWNLIGHTS	D DEDICATED SYSTEM	☐ SHOW			EDICATED EQUI		CCTV	
☐ WEATHERPROOF		1-	RESSED AIR		LUICITIED EQUI	EIVI	RADIO	
☐ FULL DIMMING		OTHER						
☐ OTHER								
SPECIAL REQUIREMENTS:								
CENEDAL COMMENTS / DEL	MARKS							
GENERALCOMMENTS/ REI	СЛЯМИ							



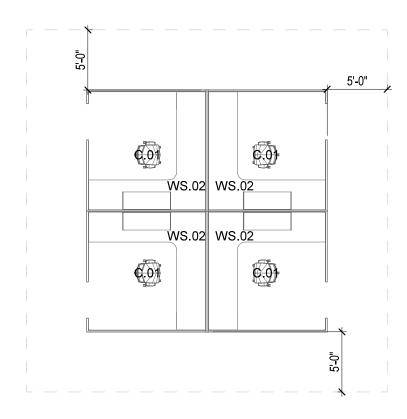
	FURNITURE				
Key Va <b>l</b> ue	Keynote Text				
C.01	TASK CHAIR		D		
C.05	STACK CHAIR	Building: FIRE ADMINISTRATION HEADQUARTERS	Program		
D.01	EXECUTIVE OFFICE DESK W/ HUTCH AND	3	Reference No.		
	DRAWERS		A4 4E		
E.14	TRASH CAN	Department: FIRE MEDICAL RESEARCH	A1.45		
E.15	RECYCLING CAN		Tatal Ossana Fasta sasta 00 05		
S.02	BOOKSHELF		Total Square Footage:180 SF		
S.08	UNIFORM WARDROBE	Description: OFFICE-MANAGER	Scale: 1/4" = 1'-0"		
S.09	SHELVING/FILE CABINET		Quantity: 1		

SPACE IDENTIFICATION	OM NAME		ı	601450::	ENT DIACRASS	20044145				
COMPONENT DIAGRAM RO		<u>-</u>			ENT DIAGRAM I	KUUM NAME:				
Fire Medical Resea	rch Program - Office-N	/lanager		A1.45						
SPACE USE										
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY				
Office			☑ 8 HRS/D		☐ PUBLIC ☐ STAFF	☐ NO LOC	<del></del>			
			☐ 24 HRS / I	DAY	CK 🔲 KEYCARD					
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	□ сст∨	☐ ACCESS			
ROOM/SPACE RELATIONSH	IIPS		_							
INTERIOR ADJACENCIES:	INTERIOR ADJACENCIES:				EXTERIOR ADJACENCIES ISOLATION  D PUBLIC PARKING SOUND: YES NO					
		SECURED			SOUND:	YES □ NO ☑ : YES □ NO ☑				
			OUTSIDE			VISUAL:	E YES □ NO ☑ YES □ NO ☑			
			OTHER	DREAN AI	KLA	OTHER:	YES NO 🗹			
			LI OTTIEK			OTTIEK.	11.5 <u> </u>			
ROOM/SPACE CHARACTE		1		1.			T			
FLOOR FINISH	WALL FINISH(S)	CEILING 1		_	NG HEIGHT	GLASS	ACOUSTIC TREATMENT			
SEALED CONCRETE	PAINT	☑ ACOU		☑ 10°		EXTERIOR	NONE			
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	DRY W		12'		INTERIOR	WALLS			
RESILIENT	CERAMIC TILE	SOFFI		□ OP		SHADES	CEILING			
CERAMIC TILE	☐ WALLCOVERING ☐ WAINSCOT	EXPOS		ОТ	HER	TINT	PANELS			
OTHER		OTHE					OTHER			
DOOR TYPE	DOOR FINISH	EQUIPME			SHINGS		COUNTERTOPS			
☑ SOLID WOOD	PAINT	☐ BY OW		l l	SE CABINET		☐ PLASTIC LAM.			
☐ HOLLOW METAL	STAINED	1—	NTRACTOR	I —	PPER CABINET		☐ SOLID SURFACE			
STOREFRONT	✓ LAMINATE	☐ FUTUI			EE-STANDING I		☐ STAINLESS STEEL			
DOUBLE	☐ MANUFACTURER	OTHE	R		STEM FURNITU		☐ ADA			
GLASS/VISION LITE				l l	LL HEIGHT PANT		☐ OTHER			
FRAME SIDE LITE					PEN SHELVING SY	STEMS				
OTHER  SPECIAL REQUIREMENTS:				ОТ	HEK					
31 ECIAL NEQUINEMENTS.										
Floor: dved carpet w	vith a pop of color or a	fun patteri	n. Wall: one	accent	t wall color.	Ceilina: arid	in a cloud design			
, ,		'				3 3	3			
MECHANICAL AND ELECT	DICAL DECLIDEMENTS									
LIGHTING	HVAC	PLUMBIN	G	ELEC	TRICAL POWER		COMMUNICATION			
■ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S		<b> ☑</b> S	TANDARD POWI	ΕR	☑ TELEPHONE			
✓ INDIRECT LED	☑ STANDARD	☐ TOILE	Т	□ EN	MERGENCY POW	ER (UPS)	☐ TELEVISION			
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ show	ER	☐ GI	ENERATOR BACK	(-UP	✓ DATA			
✓ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR	DRAIN	□ DI	EDICATED EQUI	PMENT	□ ССТV			
■ WEATHERPROOF		1=	RESSED AIR				☐ RADIO			
☐ FULL DIMMING		OTHEI	R							
☐ OTHER										
SPECIAL REQUIREMENTS:										
GENERALCOMMENTS/ RE	MARKS									



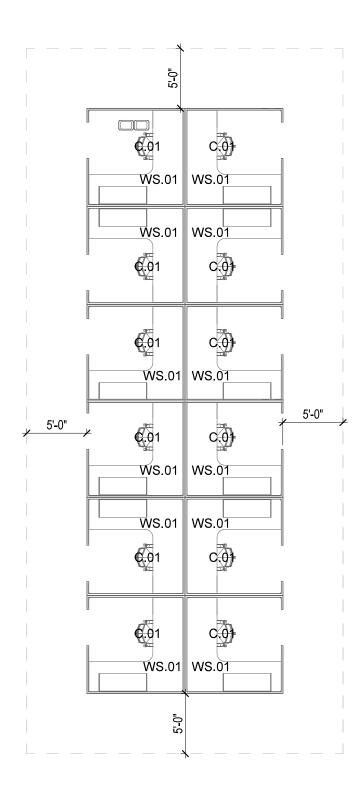
	FURNITURE		
Key	Volumeta Tout		
Value	Keynote Text	Building: FIRE ADMINISTRATION HEADQUARTERS	Program
C.01	TASK CHAIR		Reference No.
C.05	STACK CHAIR		A1.46
D.02	OFFICE L SHAPED DESK W/ DRAWER/FILE CABINET	Department: FIRE MEDICAL RESEARCH	_
E.14	TRASH CAN		Total Square Footage: 120 SF
E.15	RECYCLING CAN	Description: OFFICES	Scale: 1/4" = 1'-0"
S.02	BOOKSHELF		Quantity: 7

COMPONENT DIAGRAM ROOM NAME: Fire Medical Research Program - Offices				COMPON <b>A1.46</b>	IENT DIAGRAM R	OOM NAME:		
The Wedlear Nesea	Terri rogram - Omees			71.40				
SPACE USE PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIEC	UTILIZATION		ACCESS	SECURITY		
	SECONDART ACTIVI	IIES.	Ø 8 HRS / D			□ NO LOC	CK	
Office			24 HRS / I	DAY	☑ STAFF	✓ KEY LO	CK 🔲 KEYCARD	
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	Ссту	☐ ACCESS	
ROOM/SPACE RELATIONSH INTERIOR ADJACENCIES:	IIPS		EXTERIOR AD	IACENCI	EC	ISOLATIO	N	
INTERIOR ADJACENCIES.	INTERIOR ADJACENCIES:				ES	SOUND:	YES NO [	
			□ PUBLIC P □ SECURED		G	SECURITY		
			OUTSIDE	BREAK A	REA	VISUAL: OTHER:	YES □ NO □ YES □ NO □	
ROOM/SPACE CHARACTE	RISTICS					•		
FLOOR FINISH	WALL FINISH(S)	CEILING T	TYPE	CEILII	NG HEIGHT	GLASS	ACOUSTIC TREATMEN	
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU:	STIC TILE	<b>☑</b> 10	'-0'	■ EXTERIOR	✓ NONE	
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		<b>1</b> 2		☐ INTERIOR	☐ WALLS	
RESILIENT	CERAMIC TILE	SOFFI		□ OP		SHADES	CEILING	
CERAMIC TILE	WALLCOVERING	l —	EXPOSED OTHER TINT			☐ PANELS ☐ OTHER		
OTHER OOOR TYPE	DOOR FINISH	EQUIPME		<u> </u>			COUNTERTOPS	
SOLID WOOD	PAINT	□ BY OW			ASE CABINET		☐ PLASTIC LAM.	
☐ HOLLOW METAL	STAINED		NTRACTOR		PPER CABINET		SOLID SURFACE	
☐ STOREFRONT	☑ LAMINATE	☐ FUTUR			REE-STANDING F	URNITURE	☐ STAINLESS STEEL	
DOUBLE	☐ MANUFACTURER	OTHE			STEM FURNITUI		☐ ADA	
☐ GLASS/VISION LITE				1	JLL HEIGHT PANTE		OTHER	
☐ FRAME SIDE LITE				1	PEN SHELVING SYS			
☐ OTHER				☐ OTHER				
SPECIAL REQUIREMENTS:								
Floor: dyed carpet w	vith a pop of color or a	fun patteri	n. Wall: one	accen	t wall color.	Ceiling: grid	in a cloud design	
MECHANICAL AND ELECT	RICAL REQUIREMENTS							
LIGHTING	HVAC	PLUMBIN			TRICAL POWER	_	COMMUNICATION	
NATURAL LIGHT	EXHAUST ONLY	SINK(S			TANDARD POWE		☑ TELEPHONE	
<ul><li>✓ INDIRECT LED</li><li>✓ ACCENT LIGHTING</li></ul>	☑ STANDARD ☐ COMPUTER 24/7	TOILE			MERGENCY POWI ENERATOR BACK		TELEVISION	
☐ ACCENT LIGHTING  ☐ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ SHOW☐ FLOOR			ENERATOR BACK		☑ DATA ☐ CCTV	
☐ WEATHERPROOF	DEDICATED STSTEM	1—	RESSED AIR		EDICATED EQUI	PIVICINI	☐ RADIO	
☐ FULL DIMMING		OTHER					LI MADIO	
☐ OTHER			•					
SPECIAL REQUIREMENTS:							1	
GENERALCOMMENTS/ RE	MARKS							



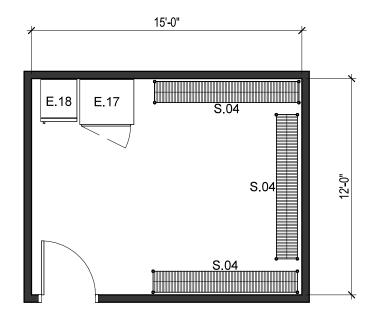
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text	Department: FIRE MEDICAL RESEARCH	A1.47
C.01	TASK CHAIR		Total Square Footage: 256 SF
WS.02	CUBICLE 10 X 10	Description: CUBICLE AREA - FULL TIME	Scale: 1/8" = 1'-0"
		PERSONS	Quantity: 1

SPACE IDENTIFICATION	DAA NIA NATA				COMPON	IENIE	DIACDAMI	DOOM	IANAE.				
COMPONENT DIAGRAM ROC					COMPONENT DIAGRAM ROOM NAME:								
Cubicle Area-Full Ti	me Pers	sons			A1.47								
SPACE USE													
PRIMARY ACTIVITIES:	S	SECONDARY ACTIVI	TIES:	UTILIZATION	1	ACC	ESS	SE	CURITY				
Office				☑ 8 HRS / D	DAY		PUBLIC	Ø	NO LOC	CK [	] K	EYPAD	)
				□ 24 HRS /	DAY	✓	STAFF			=		EYCAR	
SPECIAL REQUIREMENTS:				OTHER SECU			SECURE		CCTV		<b>J</b> A	CCESS	,
								•					
ROOM/SPACE RELATIONSHI INTERIOR ADJACENCIES:	IPS			EXTERIOR AI	D IACENCI	FS			ISOLATIO	N			
THE CHARLEST CENTERS.				☐ PUBLIC I					SOUND:	YES		NO	<b>V</b>
				☐ SECURE	D PARKING	3			SECURITY	: YES		NO	☑
				OUTSIDE	E BREAK A	REA			VISUAL:	YES		NO	✓
				☐ OTHER					OTHER:	YES		NO	✓
ROOM/SPACE CHARACTER	RISTICS												
FLOOR FINISH	WALL FI	NISH(S)	CEILING T	YPE	CEILI	NG HE	IGHT	GLAS	S	ACOUS	TIC TF	REATM	ENT
☐ SEALED CONCRETE	✓ PAIN <sup>-</sup>	Т	☑ ACOUS		<b>☑</b> 10			_	TERIOR	✓ NOV			
☑ CARPET/CARPET TILE		ABLE SURFACE	☐ DRY W		☐ 12 <sup>1</sup>			_	ERIOR	□ WAL			
RESILIENT	1—	MIC TILE	SOFFI		□ OP			SH		CEIL			
☐ CERAMIC TILE☐ OTHER	WALL WALL	COVERING	EXPOS		□от	HER				☐ PANELS ☐ OTHER			
DOOR TYPE	DOOR FIN		EQUIPMEN					COUNTE		)S			
□ SOLID WOOD	PAINT		□ BY OW							□ PLAS			
☐ HOLLOW METAL	STAIN		1-	NTRACTOR	☐ BASE CABINET ☐ UPPER CABINET					SOL			
☐ STOREFRONT	LAMIN		☐ FUTUF		I —			FURNIT	JRNITURE STAINLESS STI				
☐ DOUBLE	☐ MANU	JFACTURER	☐ OTHE	₹	<b>☑</b> SY	'STEM	FURNITU	RE (CU	BICLE)	☐ ADA			
☐ GLASS/VISION LITE							IGHT PANT	•	RAGE	☐ OTH	IER		
FRAME SIDE LITE					☐ OPEN SHELVING SYSTEMS								
OTHER					☐ OTHER								
SPECIAL REQUIREMENTS:													
MECHANICAL AND ELECTR	RICAL REC	QUIREMENTS											
LIGHTING	HVAC	LICT ONLY	PLUMBIN				L POWER					ATION	
☐ NATURAL LIGHT ☐ INDIRECT LED	STAN	UST ONLY	SINK(S				ARD POWI ENCY POW		z)				
☐ ACCENT LIGHTING	1-	PUTER 24/7	SHOW				ATOR BACK	•	?)			OION	
☑ DOWNLIGHTS	1	CATED SYSTEM	☐ FLOOR		1		TED EQUI		-	□ cc			
☐ WEATHERPROOF			1-	RESSED AIR						□ RA	DIO		
☐ FULL DIMMING			☐ OTHER	₹									
☐ OTHER													
SPECIAL REQUIREMENTS:													
CENERAL COMMENTS/ REA	44546												
GENERALCOMMENTS/ REM	VIAKKS												



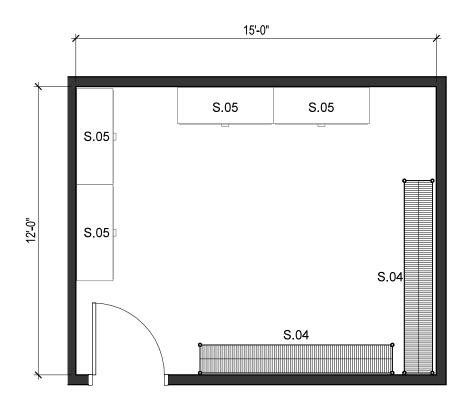
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text	Department: FIRE MEDICAL RESEARCH	A1.48
C.01	TASK CHAIR		Total Square Footage: 768 SF
WS.01	CUBICLE 8 X 8	Description: CUBICLE AREA-PART TIME	Scale: 1/8" = 1'-0"
		PERSONS	Quantity: 1

COMPONENT DIAGRAM ROOM NAME:  COMPONENT DIAGRAM ROOM NAME:  COMPONENT DIAGRAM ROOM NAME:								
Fire Medical Resea	rch Program - Cubicle	Area-Parl	t Time Pt A	1.48				
SPACE USE	SECONDARY ACTIV	TIEC	LITILIZATION	ı	ACCECC	CECUDITY		
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	IIIES:	UTILIZATION  B HRS / DAY		ACCESS  PUBLIC	SECURITY  NO LOC	CK	
Office			24 HRS / DAY	,	✓ STAFF	☐ KEY LO		
SPECIAL REQUIREMENTS:	<b>'</b>		D OTHER		☐ SECURE	ССТУ	☐ ACCESS	
ROOM/SPACE RELATIONSH	IPS							
INTERIOR ADJACENCIES:			EXTERIOR ADJA		ES .	ISOLATIO		
l			☐ PUBLIC PAR☐ SECURED PA			SOUND: SECURITY	YES NO Z	
			OUTSIDE BR			VISUAL:	YES NO	
			OTHER			OTHER:	YES NO	
ROOM/SPACE CHARACTER	RISTICS							
FLOOR FINISH	WALL FINISH(S)	CEILING 1			IG HEIGHT	GLASS	ACOUSTIC TREATMENT	
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU		<b>☑</b> 10'-		☐ EXTERIOR	✓ NONE	
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		12'-		INTERIOR	WALLS	
RESILIENT	CERAMIC TILE	SOFFI	` '	OPI		SHADES	CEILING	
CERAMIC TILE  OTHER	☐ WALLCOVERING ☐ WAINSCOT	EXPOS		<del>_</del>		OTHER:	☐ PANELS ☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPME		•			COUNTERTOPS	
☐ SOLID WOOD	PAINT	□ BY OW		□ва	SE CABINET		☐ PLASTIC LAM.	
☐ HOLLOW METAL	STAINED	I —	NTRACTOR		PER CABINET		☐ SOLID SURFACE	
☐ STOREFRONT	LAMINATE	☐ FUTUI		☐ FR	EE-STANDING I	URNITURE	☐ STAINLESS STEEL	
DOUBLE	☐ MANUFACTURER	OTHE	R		STEM FURNITU		☐ ADA	
GLASS/VISION LITE					LL HEIGHT PANT	•	☐ OTHER	
☐ FRAME SIDE LITE ☐ OTHER				☐ OPEN SHELVING SYSTEMS ☐ OTHER				
SPECIAL REQUIREMENTS:					ПСК			
MECHANICAL AND ELECTI	RICAL REQUIREMENTS							
LIGHTING	HVAC	PLUMBIN			RICAL POWER		COMMUNICATION	
☐ NATURAL LIGHT	EXHAUST ONLY	☐ SINK(S			ANDARD POWI		☑ TELEPHONE	
☐ INDIRECT LED ☐ ACCENT LIGHTING	✓ STANDARD  COMPUTER 24/7	☐ TOILE		l	MERGENCY POW ENERATOR BACK	` '	☐ TELEVISION ☐ DATA	
DOWNLIGHTS	D DEDICATED SYSTEM	☐ SHOW		_	ENERATOR BACK EDICATED EQUI		CCTV	
☐ WEATHERPROOF		1—	RESSED AIR				RADIO	
☐ FULL DIMMING		OTHE						
☐ OTHER								
SPECIAL REQUIREMENTS:								
GENERALCOMMENTS/ REI	MARKS							



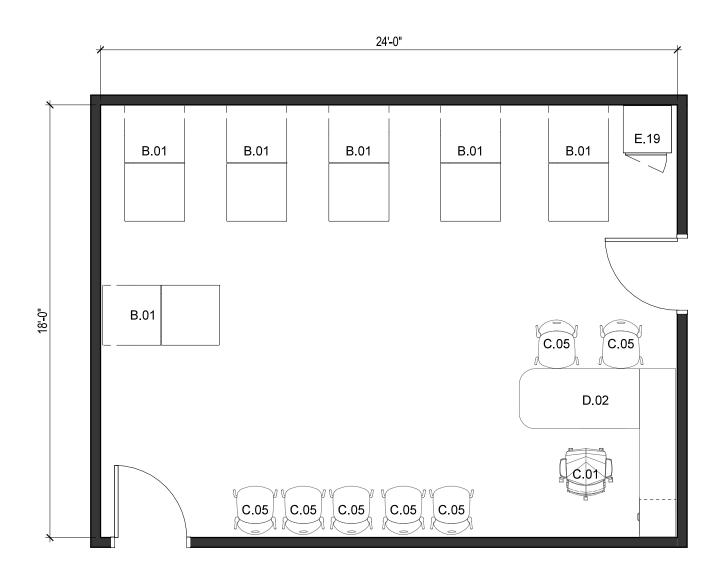
180 SF

SPACE IDENTIFICATION									
COMPONENT DIAGRAM RO	OM NAME:			COMPON	ENT D	IAGRAM I	ROOM NAME:		
Fire Medical Resea	rch Program - Secure	e Storage C	Closet	A1.49					
SPACE USE									
PRIMARY ACTIVITIES:	SECONDARY ACTI	VITIES:	UTILIZATION		ACC	ESS	SECURITY		
Storage	Secure hold		☑ 8 HRS / DA ☐ 24 HRS / DA			PUBLIC STAFF	☐ KEY LOC	CK ☑	KEYPAD KEYCARD
SPECIAL REQUIREMENTS:			OTHER			SECURE	ССТУ		ACCESS
ROOM/SPACE RELATIONSH	IIPS								
INTERIOR ADJACENCIES:		EXTERIOR AD		ES		ISOLATIO		=	
			D PUBLIC P				SOUND:	YES 🔲	NO 🔽
			SECURED OUTSIDE				SECURITY		NO 🗹
			OTHER	BREAK AI	KEA		VISUAL: OTHER:	YES  YES	NO ☑
DOOM/SDACE CHADACTE	DISTICS		<b>L</b> OTHER				O TITLER.	123	110
ROOM/SPACE CHARACTE		CEILING 1	TVDE	CELLIN	IG HEI	CUT	GLASS	ACOUSTIC:	TREATMENT
✓ SEALED CONCRETE	WALL FINISH(S)  ☑ PAINT		STIC TILE	✓ 10°		<b>G</b> П I	☐ EXTERIOR	✓ NONE	INLAIMENI
☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	DRY W		□ 12°			☐ EXTERIOR ☐ INTERIOR	☐ WALLS	
RESILIENT	CERAMIC TILE	□ SOFFI		□ OP			SHADES	CEILING	
CERAMIC TILE	☐ WALLCOVERING	EXPOS	• •				TINT	☐ PANELS	
OTHER	☐ WAINSCOT	OTHE			I <b>—</b>		OTHER:	OTHER	
DOOR TYPE	DOOR FINISH	EQUIPME		ELIDNI	FURNISHINGS			COUNTERTO	npc .
SOLID WOOD	PAINT	□ BY OW	/NER □ BASE CABINET NTRACTOR □ UPPER CABINET					PLASTIC	
HOLLOW METAL	STAINED	I —				LIDNITUDE	SOLID S		
☐ STOREFRONT ☐ DOUBLE	☐ LAMINATE ☐ MANUFACTURER	☐ FUTUI			SYSTEM FURNITURE (CUBICLE)			STAINLE DE ADA	:55 5 I E E L
GLASS/VISION LITE	MANOTACTORER						·		
FRAME SIDE LITE			☐ POLETICION					☐ OTHER	
OTHER			☐ OTHER			STEMS			
SPECIAL REQUIREMENTS:				<u>  <b>–</b> </u>					
MECHANICAL AND ELECT	DICAL DECILIDEMENTS								
LIGHTING	HVAC	PLUMBIN	IG	FI FC	ΓRΙCΔΙ	POWER		COMMUN	ICATION
☐ NATURAL LIGHT	EXHAUST ONLY	☐ SINK(S		_		ARD POWE	ER .	☐ TELEP	
☐ INDIRECT LED	☐ STANDARD	TOILE				NCY POW		TELEV	
☐ ACCENT LIGHTING	COMPUTER 24/7	☐ show		1		TOR BACK	• •	☑ DATA	
☐ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		1 -		TED EQUI		ССТУ	
☐ WEATHERPROOF			RESSED AIR					RADIC	)
☐ FULL DIMMING		□ отне	R						
☐ OTHER									
SPECIAL REQUIREMENTS:								<u> </u>	
GENERALCOMMENTS/ RE	MARKS								
Temp Controlled wit	h dedicated refrigera	tors & freez	ers						



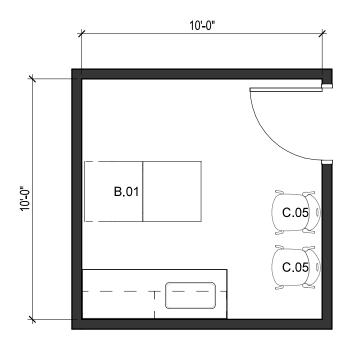
	FURNITURE	FURNITURE Building: FIRE ADMINISTRATION HEADQUARTERS			
Key Value	Keynote Text	Department: FIRE MEDICAL RESEARCH	A1.50		
S.04	WIRE STORAGE SHELF		Total Square Footage:180 SF		
S.05	3-DRAWER LATERAL FILE CABINET	Description: STORAGE FOR RECORDS AND	Scale: 1/4" = 1'-0"		
		SUPPLIES	Quantity: 1		

SPACE IDENTIFICATION					60115011		NIA C D A I A I	500111					
COMPONENT DIAGRAM ROOM NAME:					COMPONENT DIAGRAM ROOM NAME:								
Storage for Records	and Suppl	es			A1.50								
SPACE USE													
PRIMARY ACTIVITIES:	SECO	NDARY ACTIVITI	ES:	UTILIZATION	J	ACC	ESS	SE	CURITY				
Storage				☑ 8 HRS / DAY			PUBLIC		NO LO	CK 🔲	KEY	PAD	
Storage				☐ 24 HRS /	DAY	✓	STAFF		KEY LO	CK ☑	KEY	CARD	
SPECIAL REQUIREMENTS:				☐ OTHER			SECURE		CCTV		ACC	ESS	
ROOM/SPACE RELATIONSHI	PS												
INTERIOR ADJACENCIES:				EXTERIOR AI		ES			SOLATIO				
				D PUBLIC I				1	SOUND:	YES [		NO 🔽	
				☐ SECURE				- 1	SECURITY	_	_	NO 🔽	
				OUTSIDE	E BREAK AF	KEA		1	/ISUAL:	YES T	_	NO ☑ NO ☑	
				L OTHER					OTHER:	YES _		NO 🔽	<u> </u>
ROOM/SPACE CHARACTER	ISTICS												
FLOOR FINISH	WALL FINISH	(S)	CEILING T		CEILIN		IGHT	GLAS:	5	ACOUSTIC	TREA	TMENT	
☑ SEALED CONCRETE	☑ PAINT		☑ ACOUS	STIC TILE	<b>☑</b> 10'			☐ EX	ΓERIOR	✓ NONE			
☐ CARPET/CARPET TILE	☐ TACKABLE		☐ DRY W		☐ 12'·			l —	ERIOR	☐ WALLS			
RESILIENT	CERAMIC T		SOFFI	` '	☐ OPI			☐ SH		CEILING			
☐ CERAMIC TILE	□ WALLCOV		EXPOS		□ оті	HER		□ TIN		PANEL:			
☐ OTHER	☐ WAINSCO	Г	OTHER					□от	HER:	☐ OTHER			
DOOR TYPE	DOOR FINISH		EQUIPMEN	JT	FURNI	FURNISHINGS				COUNTERT	OPS		
☑ SOLID WOOD	□PAINT		□ BY OW	l l					☐ PLASTI				
☐ HOLLOW METAL	☐ STAINED		1—	I —			CABINET			SOLID:			
☐ STOREFRONT	LAMINATE		FUTUF				randing i			☐ STAINL	ESS S	STEEL	
DOUBLE	☐ MANUFAC	TURER	OTHER			SYSTEM FURNITURE (CUBICLE)			☐ ADA				
GLASS/VISION LITE						FULL HEIGHT PANTRY/STORAGE			☐ OTHER				
FRAME SIDE LITE				☑ OPEN SHELVING SYST			STEMS						
OTHER  SPECIAL REQUIREMENTS:				☐ OTHER									
SPECIAL REQUIREMENTS.													
MECHANICAL AND ELECTR	ICAL REQUIR	EMENTS											
LIGHTING	HVAC		PLUMBIN		ELECT	TRICA	L POWER			СОММИ	VICAT	ION	
☐ NATURAL LIGHT	■ EXHAUST		☐ SINK(S				ARD POWI			☐ TELE			_
☐ INDIRECT LED	☑ STANDARI		☐ TOILET				ENCY POW	•	5)	TELE		N	
ACCENT LIGHTING	COMPUTE		☐ SHOW		l —		ATOR BACK			☐ DATA			
DOWNLIGHTS	☐ DEDICATE	D SYSTEM	☐ FLOOR		□ DE	EDICA	TED EQUI	IPMENT	•	□ ссти			
✓ WEATHERPROOF			_	RESSED AIR						☐ RADI	0		
FULL DIMMING			OTHER	?									
☐ OTHER													
SPECIAL REQUIREMENTS:													
GENERALCOMMENTS/ REM	MARKS												
1													



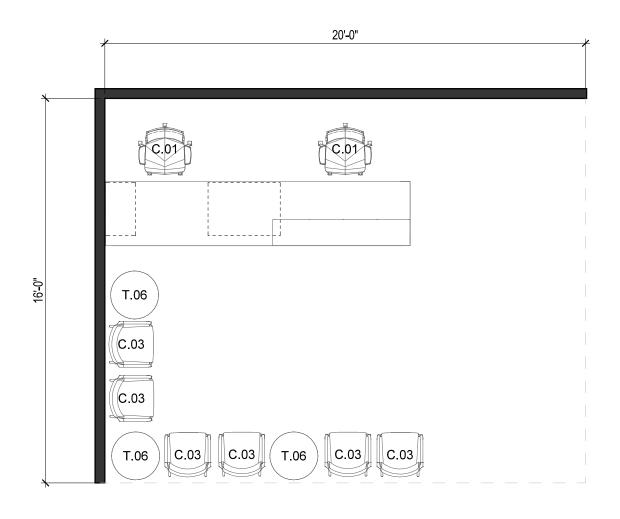
	FURNITURE		
Key Value	Keynote Text	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
B.01 C.01	MEDICAL EXAM TABLE TASK CHAIR	Department: FIRE MEDICAL RESEARCH	A1.51
C.05	STACK CHAIR		Total Square Footage: 432 SF
D.02	OFFICE L SHAPED DESK W/ DRAWER/FILE CABINET	Description: MINI VACCINATION CLINIC	Scale: 1/4" = 1'-0"
E.19	SMALL REFRIGERATOR		Quantity: 1

SPACE IDENTIFICATION									
COMPONENT DIAGRAM RO	OM NAME:		COMPONENT DIAGRAM ROOM NAME:						
Mini Vaccination CI	inic			A1.51					
SPACE USE									
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACC	ESS	SECURITY		
Clinic			☑ 8 HRS / DAY ☐ 24 HRS / DAY		<b>☑</b>	PUBLIC STAFF	☐ NO LOC	_	EYPAD EYCARD
SPECIAL REQUIREMENTS:			☐ OTHER			SECURE	ССТУ	□ AC	CCESS
ROOM/SPACE RELATIONSH	IIPS		LEVERIORAR				LOGUATION	N.	
INTERIOR ADJACENCIES:			EXTERIOR AD		ES		ISOLATIO		
			☑ PUBLIC PA		_		SOUND:	YES 🔽	NO 🔲
Near Main Lobby			SECURED				SECURITY	_	NO 🔽
•			OUTSIDE	BREAK AI	REA		VISUAL:	YES	NO 🔽
			☐ OTHER				OTHER:	YES 🗖	NO 🔽
ROOM/SPACE CHARACTE		1		1.		_	1	T	
FLOOR FINISH	WALL FINISH(S)	CEILING		CEILIN		IGHT	GLASS	ACOUSTIC TR	LATMENT
☐ SEALED CONCRETE	☑ PAINT	✓ ACOU		<b>☑</b> 10'	-		☐ EXTERIOR	✓ NONE	
☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		<b>1</b> 2'			☐ INTERIOR	■ WALLS	
☐ RESILIENT	CERAMIC TILE	☐ SOFFI	T(S)	□ OP	EN		☐ SHADES	☐ CEILING	
CERAMIC TILE	□ WALLCOVERING	EXPO:	SED	□ от	HER		☐ TINT	□ PANELS	
☑ OTHER	■ WAINSCOT	☐ OTHE	R				OTHER:	☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPME	NT	FURNI	ISHIN	GS		COUNTERTOP	S
☑ SOLID WOOD	□PAINT	☐ BY OV	/NFR	☐ BASE CABINET			☐ PLASTIC L	ΔM	
☐ HOLLOW METAL	☐ STAINED	I —	NTRACTOR	☐ UPPER CABINET			☐ SOLID SUR		
☐ STOREFRONT	☑ LAMINATE	☐ FUTU					FURNITURE	☐ STAINLESS	
DOUBLE	☐ MANUFACTURER	OTHE			SYSTEM FURNITURE (CUBICLE)			☐ ADA	01222
☐ GLASS/VISION LITE					☐ FULL HEIGHT PANTRY/STORAGE			OTHER	
☐ FRAME SIDE LITE			☐ OPEN SHELVING SYSTE			•			
OTHER		1	<del>-</del>			JI LIVIJ			
SPECIAL REQUIREMENTS:				☐ OTHER					
Floor: LVT or polishe	ed concrete. Walls: one	e accent v	vall color						
MECHANICAL AND ELECT	RICAL REQUIREMENTS								
LIGHTING	HVAC	PLUMBIN	IG	ELEC	TRICA	L POWER		COMMUNICA	ATION
■ NATURAL LIGHT	☐ EXHAUST ONLY	☑ SINK(	S)	<b></b> ✓ S	TANDA	ARD POW	ER	✓ TELEPHO	ONE
✓ INDIRECT LED	☑ STANDARD	☐ TOILE	Т	□ EN	MERGE	ENCY POW	/ER (UPS)	☐ TELEVIS	ION
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ SHOW	'ER	☐ GI	ENER#	TOR BACI	K-UP	✓ DATA	
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOF			EDICA	TED EQU	IPMENT	□ сст∨	
☐ WEATHERPROOF		□ сомы	RESSED AIR			-		☐ RADIO	
☐ FULL DIMMING		ОТНЕ							
☐ OTHER									
SPECIAL REQUIREMENTS:		,						•	
GENERALCOMMENTS/ RE	MADKS								
GENERALCOMMENTS/ RE	CAARIN								



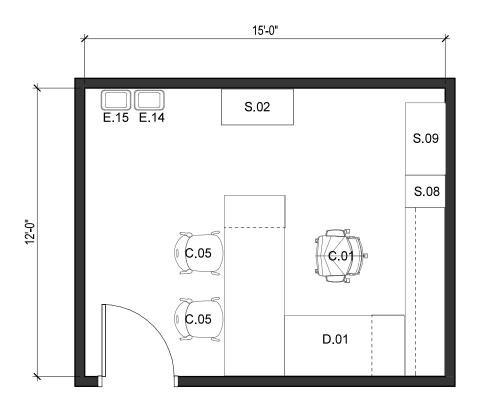
	FURNITURE	FURNITURE Building: FIRE ADMINISTRATION HEADQUARTERS			
Key Va <b>l</b> ue	Keynote Text	Department: FIRE MEDICAL RESEARCH	A1.52		
B.01	MEDICAL EXAM TABLE		Total Square Footage:100 SF		
C.05	STACK CHAIR	Description: FIRST AID STATION (WALK-IN)	Scale: 1/4" = 1'-0"		
			Quantity: 1		

SPACE IDENTIFICATION										
COMPONENT DIAGRAM RO	COMPONENT DIAGRAM ROOM NAME:				COMPONENT DIAGRAM ROOM NAME:					
First Aid and Station	n (Walk-in)			A1.52						
	,									
SPACE USE										
PRIMARY ACTIVITIES:	SECONDARY ACTIV	TIES:	UTILIZATION		ACC		SECURITY			
Clinic	Office		☑ 8 HRS / DAY ☐ 24 HRS / DAY			PUBLIC STAFF	☐ KEY LOC	CK  KEYCARD		
SPECIAL REQUIREMENTS:			☐ OTHER			SECURE	. 🔲 сстv	☐ ACCESS		
ROOM/SPACE RELATIONSH	IIPS									
INTERIOR ADJACENCIES:			EXTERIOR AD.	ACENCIE	ES		ISOLATIO	N		
			☐ PUBLIC PA	RKING			SOUND:	YES NO		
Located off of main I	lohhy		☐ SECURED				SECURITY			
	lobby		OUTSIDE E	BREAK AF	REA		VISUAL:	YES NO		
			☐ OTHER				OTHER:	YES NO		
ROOM/SPACE CHARACTE	RISTICS									
FLOOR FINISH	WALL FINISH(S)	CEILING <sup>-</sup>	ТҮРЕ	CEILIN	NG HE	IGHT	GLASS	ACOUSTIC TREATMENT		
☐ SEALED CONCRETE	☑ PAINT		STIC TILE	<b>☑</b> 10'	'-0'		☐ EXTERIOR	✓ NONE		
☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W	/ALL	☐ 12 <sup>'</sup>	-14'		☐ INTERIOR	☐ WALLS		
☐ RESILIENT	☐ CERAMIC TILE	☐ SOFFI	T(S)	□ОР	EN		☐ SHADES	☐ CEILING		
☐ CERAMIC TILE	☐ WALLCOVERING	EXPO:		□от			☐ TINT	☐ PANELS		
☑ OTHER	□ WAINSCOT	☐ OTHE	R		I —		☐ OTHER:	☐ OTHER		
DOOR TYPE	DOOR FINISH	EQUIPME	NT	FURNI	SHING	GS		COUNTERTOPS		
☑ SOLID WOOD	PAINT	☐ BY OV	VNFR	☑ BASE CABINET			☐ PLASTIC LAM.			
☐ HOLLOW METAL	STAINED	I —	NTRACTOR	I —				☑ SOLID SURFACE		
☐ STOREFRONT	☑ LAMINATE	☐ FUTU	I —				FURNITURE	☐ STAINLESS STEEL		
DOUBLE	☐ MANUFACTURER	OTHE			SYSTEM FURNITURE (CUBICLE)			☐ ADA		
☐ GLASS/VISION LITE			☐ FULL HEIGHT PA					OTHER		
☐ FRAME SIDE LITE					OPEN SHELVING SYSTEMS		•			
☐ OTHER			☐ OTHER				0.20			
SPECIAL REQUIREMENTS:								<u>.I</u>		
Floor: LVT or polishe	ed concrete. Walls: on	e accent v	vall color							
Tioon LVI or polion	ca contorcic. Vvalic. on	c accent v	van oolo							
MECHANICAL AND ELECT		DLUMBIN	ıc	FLECT	TDICA	ו מעייבי		COMMUNICATION		
LIGHTING  NATURAL LIGHT	HVAC  EXHAUST ONLY	PLUMBIN SINK(				L POWER ARD POW		COMMUNICATION  TELEPHONE		
☐ NATURAL LIGHT	✓ STANDARD	☐ TOILE				ENCY POW		TELEPHONE  TELEVISION		
ACCENT LIGHTING	COMPUTER 24/7	☐ SHOW				TOR BACI	, ,	☐ TELEVISION ☐ DATA		
D DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ SHOW				TED EQU		CCTV		
☐ DOWNLIGHTS ☐ WEATHERPROOF	P DEDICATED STSTEM	I —	RESSED AIR	الا كا	LDICA	I ED EQU	IF IVI EIN I	RADIO		
FULL DIMMING		OTHE						L KADIO		
OTHER			N.							
SPECIAL REQUIREMENTS:										
SPECIAL REQUIREMENTS.										
GENERALCOMMENTS/ RE	MARKS									
, KE										



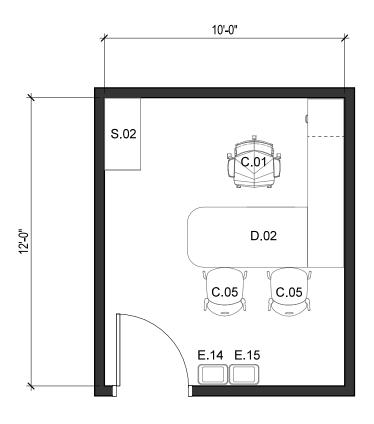
	FURNITURE	FURNITURE Building: FIRE ADMINISTRATION HEADQUARTERS				
Key Va <b>l</b> ue	Keynote Text	Department: FIRE PREVENTION PROGRAM	A1.53			
C.01	TASK CHAIR		Total Square Footage: 320 SF			
C.03	GUEST CHAIR	Description: RECEPTION AREA	Scale: 1/4" = 1'-0"			
T.06	SIDE TABLE	·	Quantity: 1			

SPACE IDENTIFICATION	DM NAME.			COMPON	IENT DIACDAM	DOOM NAME.			
COMPONENT DIAGRAM ROC				COMPONENT DIAGRAM ROOM NAME:					
Fire Prevention Prog	gram - Reception Are	a		A1.53					
CDACE UCE									
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIFS	UTILIZATION		ACCESS	SECURITY			
		IILJ.	☑ 8 HRS / D		✓ PUBLIC	□ NO LOC	CK		
Reception	Waiting		24 HRS /		☑ STAFF	☐ KEY LO			
SPECIAL REQUIREMENTS:			OTHER		□ SECURE	Ссту	☐ ACCESS		
ROOM/SPACE RELATIONSHI	IPS								
INTERIOR ADJACENCIES:			EXTERIOR AD	JACENCII	ES	ISOLATIO	N		
			■ PUBLIC F	ARKING		SOUND:	YES □ NO ☑		
			☐ SECURED			SECURITY			
			OUTSIDE	BREAK A	REA	VISUAL:	YES NO 🗹		
			☐ OTHER			OTHER:	YES NO		
ROOM/SPACE CHARACTER	RISTICS								
FLOOR FINISH	WALL FINISH(S)	CEILING T	YPE	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT		
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU:		□ 10°		☑ EXTERIOR	□ NONE		
CARPET/CARPET TILE	☐ TACKABLE SURFACE	DRY W	'ALL	<u></u> 12'		✓ INTERIOR	☐ WALLS		
RESILIENT	CERAMIC TILE	□ SOFFI	T(S)	☐ OP		☐ SHADES	☐ CEILING		
☑ CERAMIC TILE	☐ WALLCOVERING	☐ EXPOS	SED	□ от	HER	□ TINT	☐ PANELS		
☑ OTHER	☐ WAINSCOT	☐ OTHE	R			☐ OTHER:	☐ OTHER		
DOOR TYPE	DOOR FINISH	EQUIPMEN	NT	FURNI	SHINGS		COUNTERTOPS		
☐ SOLID WOOD	□PAINT	☐ BY OW	/NER	<b>☑</b> BA	SE CABINET		☐ PLASTIC LAM.		
☐ HOLLOW METAL	☐ STAINED	□ ву со	NTRACTOR 🔲 UI		PPER CABINET	☑ SOLID SURFACE			
☑ STOREFRONT	✓ LAMINATE	☐ FUTUF		<b>☑</b> FR	EE-STANDING F	URNITURE	☐ STAINLESS STEEL		
DOUBLE	☐ MANUFACTURER	☐ OTHE			STEM FURNITU	☐ ADA			
GLASS/VISION LITE					LL HEIGHT PANT	•	☐ OTHER		
FRAME SIDE LITE			☐ OPEN SHELVING S			STEMS			
OTHER  SPECIAL REQUIREMENTS:			☐ OTHER						
SI ECIAL REQUIREMENTS.									
MECHANICAL AND ELECTR	RICAL REQUIREMENTS								
LIGHTING	HVAC	PLUMBIN	G	ELEC-	TRICAL POWER		COMMUNICATION		
■ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S	S)		TANDARD POWE	ER	☐ TELEPHONE		
✓ INDIRECT LED	☐ STANDARD	☐ TOILE		□ EN	MERGENCY POW	ER (UPS)	☐ TELEVISION		
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ show	ER	☐ GI	ENERATOR BACK	(-UP	□ DATA		
✓ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR	DRAIN	□ D	EDICATED EQUI	PMENT	□ сст∨		
☐ WEATHERPROOF			RESSED AIR				☐ RADIO		
FULL DIMMING		OTHER	₹						
☐ OTHER									
SPECIAL REQUIREMENTS:									
GENERALCOMMENTS/ REM	MARKS								



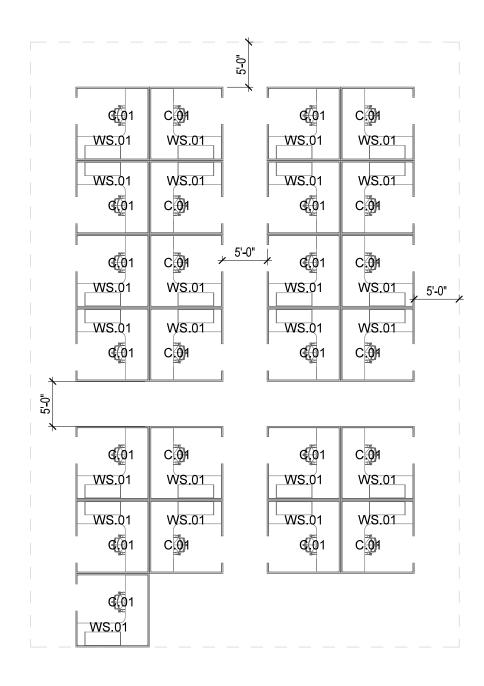
	FURNITURE		
Key Va <b>l</b> ue	Keynote Text		
C.01	TASK CHAIR		Drawan
C.05	STACK CHAIR	Building: FIRE ADMINISTRATION HEADQUARTERS	Program
D.01	EXECUTIVE OFFICE DESK W/ HUTCH AND DRAWERS		Reference No.
E.14	TRASH CAN	Department: FIRE PREVENTION PROGRAM	A1.55
E.15	RECYCLING CAN		T. 10
S.02	BOOKSHELF		Total Square Footage: 180 SF
S.08	UNIFORM WARDROBE	Description: OFFICE-MANAGER	Scale: 1/4" = 1'-0"
S.09	SHELVING/FILE CABINET		Quantity: 1

COMPONENT DIAGRAM ROC	JM NAME:		COMPONENT DIAGRAM ROOM NAME:					
i	gram - Office-Manage	-		A1.55				
File Fleveillion Flo	grain - Onice-wanage	I		A1.55				
SPACE USE								
PRIMARY ACTIVITIES:	SECONDARY ACTIV	TIES:	UTILIZATION		ACCESS	SECURITY		
Office			☑ 8 HRS / DA	☑ 8 HRS / DAY		☐ NO LOC	CK 🔲 KEYPAD	
Office			☐ 24 HRS / [	PΑΥ	☑ STAFF	✓ KEY LOC	<del>_</del>	
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	□ сст∨	ACCESS	
			I					
ROOM/SPACE RELATIONSHI	PS							
INTERIOR ADJACENCIES:			EXTERIOR AD		ES	ISOLATIO		
			☐ PUBLIC P.☐ SECURED		~	SOUND: SECURITY	YES □ NO ☑ : YES □ NO ☑	
			OUTSIDE			VISUAL:	: YES □ NO ☑ YES □ NO ☑	
			OTHER	DICEARCA	IXE/X	OTHER:	YES NO 🗹	
						<b>'</b>		
ROOM/SPACE CHARACTER						T	1	
FLOOR FINISH	WALL FINISH(S)	CEILING T			NG HEIGHT	GLASS	ACOUSTIC TREATMENT	
SEALED CONCRETE	☑ PAINT	☑ ACOU		<b>☑</b> 10'		☐ EXTERIOR	✓ NONE	
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	DRY W		☐ 12 <sup>3</sup>		INTERIOR	WALLS	
RESILIENT CERAMIC TILE	CERAMIC TILE	SOFFI	` '	□ OP		SHADES	CEILING	
OTHER	☐ WALLCOVERING ☐ WAINSCOT	EXPOS		□от	HEK	☐ TINT ☐ OTHER:	☐ PANELS ☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPMEN		FLIRNI	ISHINGS	OTTLK.	COUNTERTOPS	
☑ SOLID WOOD	PAINT	☐ BY OW			ASE CABINET		☐ PLASTIC LAM.	
☐ HOLLOW METAL	STAINED	1	NTRACTOR	☐ UPPER CABINET			SOLID SURFACE	
☐ STOREFRONT	☑ LAMINATE	☐ FUTUE		✓ FREE-STANDING FU		FURNITURE	☐ STAINLESS STEEL	
DOUBLE	☐ MANUFACTURER	OTHE		☐ SYSTEM FURNITURE			☐ ADA	
☑ GLASS/VISION LITE				☐ FULL HEIGHT PANTRY			OTHER	
☐ FRAME SIDE LITE			☐ OPEN SHELVING SYS			STEMS		
☐ OTHER			☐ OTHER					
SPECIAL REQUIREMENTS:								
Floor: dyed carpet w	ith a pop of color or a	fun patteri	n. Wall: one	accen	t wall color.	Ceiling: grid	in a cloud design	
MEGUANICAL AND ELECTRO	NAME DE CUIDEMENTS							
LIGHTING	HVAC	PLUMBIN	C	FL FC	TRICAL POWER		COMMUNICATION	
☐ NATURAL LIGHT	EXHAUST ONLY	□ SINK(S			TANDARD POWER		✓ TELEPHONE	
☑ INDIRECT LED	☑ STANDARD	☐ TOILE			MERGENCY POW		☐ TELEVISION	
☐ ACCENT LIGHTING	COMPUTER 24/7	☐ SHOW		1	ENERATOR BACK	, ,	☑ DATA	
☐ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR			EDICATED EQU	IPMENT	сстv	
□ WEATHERPROOF		□ сомря	RESSED AIR				☐ RADIO	
☐ FULL DIMMING		☐ OTHER	₹					
☐ OTHER								
SPECIAL REQUIREMENTS:								
GENERALCOMMENTS/ REM	MARKS							



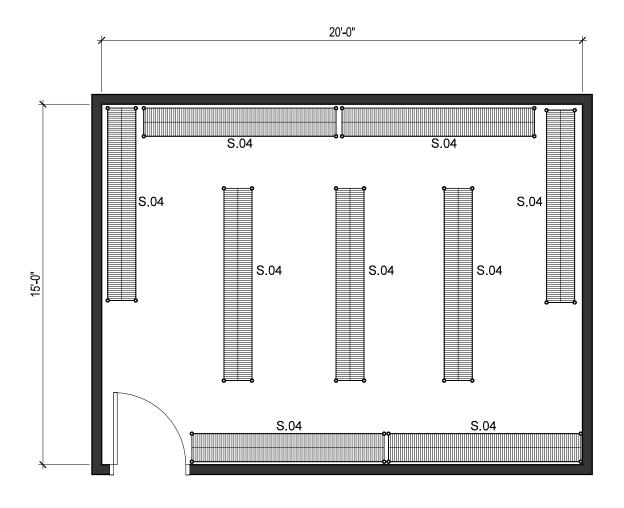
	FURNITURE		
Key Va <b>l</b> ue	Keynote Text		
value	Reynole Text	Building: FIRE ADMINISTRATION HEADQUARTERS	Program
C.01	TASK CHAIR	Bananig.	Reference No.
C.05	STACK CHAIR		A1.56
D.02	OFFICE L SHAPED DESK W/ DRAWER/FILE CABINET	Department: FIRE PREVENTION PROGRAM	
E.14	TRASH CAN		Total Square Footage: 120 SF
E.15	RECYCLING CAN	Description: OFFICE	Scale: 1/4" = 1'-0"
S.02	BOOKSHELF		Quantity: 6

SPACE IDENTIFICATION									
COMPONENT DIAGRAM ROOM NAME:				COMPONENT DIAGRAM ROOM NAME:					
Fire Prevention Pro	gram - Office			A1.56					
SDACE USE									
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIEC.	UTILIZATION		ACC	ECC	SECURITY		
PRIMART ACTIVITIES.	SECONDART ACTIVI	IIES.	ØTILIZATION  Ø 8 HRS / DA	V		PUBLIC	□ NO LOC	CK 🔲 KE	YPAD
Office			24 HRS / D		Ø	STAFF	☑ KEY LO	СК 🔲 КЕ	YCARD
SPECIAL REQUIREMENTS:	SPECIAL REQUIREMENTS:					SECURE	Ссту	□ AC	CESS
ROOM/SPACE RELATIONSH	IIDC								
INTERIOR ADJACENCIES:	ir 3		EXTERIOR AD	JACENCI	FS		ISOLATIO	N	
TITTE TO TO TO ENTERED.			☐ PUBLIC PA				SOUND:	YES 🗖	NO 🔽
			SECURED OUTSIDE OTHER	PARKING			SECURITY VISUAL: OTHER:		NO 🗹
ROOM/SPACE CHARACTE	RISTICS								
FLOOR FINISH	WALL FINISH(S)	CEILING <sup>-</sup>	ГҮРЕ	CEILIN	NG HEI	GHT	GLASS	ACOUSTIC TRE	ATMENT
☐ SEALED CONCRETE	✓ PAINT		STIC TILE	☑ 10°			☐ EXTERIOR	✓ NONE	
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		☐ 12 <sup>3</sup>			☐ INTERIOR	□ WALLS	
RESILIENT	CERAMIC TILE	SOFFI		□ OP			SHADES	CEILING	
CERAMIC TILE	☐ WALLCOVERING	EXPO:		1			TINT	☐ PANELS	
OTHER	☐ WALLCOVERING	OTHE		_		OTHER:	OTHER		
DOOR TYPE	DOOR FINISH	EQUIPME		FURNISHINGS		OTHER:	COUNTERTOPS	•	
☑ SOLID WOOD	PAINT	☐ BY OV		I —			☐ PLASTIC LA		
☐ HOLLOW METAL	□STAINED	1 —	ONTRACTOR UPPER CABINET				☐ SOLID SUR		
☐ STOREFRONT	✓ LAMINATE	☐ FUTU			FREE-STANDING FURNITURE		☐ STAINLESS	STEEL	
DOUBLE	☐ MANUFACTURER	☐ OTHE			SYSTEM FURNITURE (CUBICLE)		☐ ADA		
☑ GLASS/VISION LITE			FULL HEIGHT PA			•	☐ OTHER		
☐ FRAME SIDE LITE					HELVING SYSTEMS				
☐ OTHER			☐ OTHER						
SPECIAL REQUIREMENTS:									
Floor: dyed carpet w	rith a pop of color or a	fun patter	n. Wall: one	accen	t wal	l color.	Ceiling: grid	in a cloud d	esign
MECHANICAL AND ELECT	RICAL REQUIREMENTS								
LIGHTING	HVAC	PLUMBIN	IG	ELEC.	TRICAI	POWER		COMMUNICA	TION
■ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(		<b>☑</b> s	TANDA	RD POWI	ER	✓ TELEPHO	
✓ INDIRECT LED	✓ STANDARD	TOILE				NCY POW		☐ TELEVISI	ON
☐ ACCENT LIGHTING	COMPUTER 24/7	☐ SHOW				TOR BACK		☑ DATA	
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOF				TED EQUI		ССТУ	
☐ WEATHERPROOF		1—	RESSED AIR		. 5. (	-43	*	RADIO	
☐ FULL DIMMING		OTHE						1	
OTHER									
SPECIAL REQUIREMENTS:	1	1						1	
GENERALCOMMENTS/ RE	MARKS								



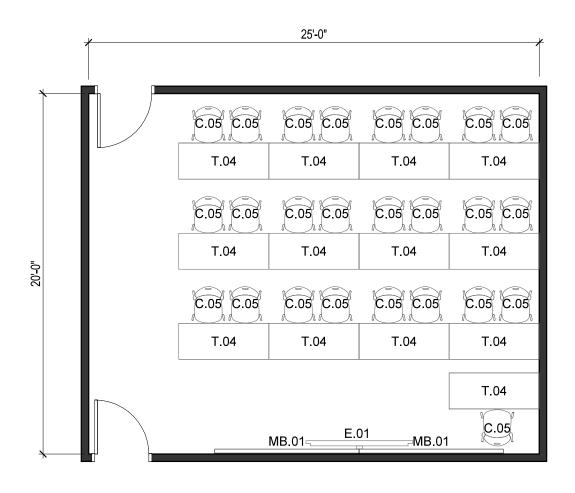
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text	Department: FIRE PREVENTION PROGRAM	A1.57
C.01	TASK CHAIR		Total Square Footage: 1,600 SF
WS.01	CUBICLE 8 X 8	Description: CUBICLE AREA	Scale: 3/32" = 1'-0"
			Quantity: 1

	SPACE IDENTIFICATION  COMPONENT DIACRAM POOM NAME								
COMPONENT DIAGRAM ROOM NAME:  Fire Prevention Program - Cubicle Area				COMPONENT DIAGRAM ROOM NAME:					
Fire Prevention Prog	gram - Cubicle Area			A1.57					
SPACE USE									
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY			
Office			☑ 8 HRS / DA	Υ	□ PUBLIC	✓ No Loc	CK 🔲 KEYPAD		
Office			☐ 24 HRS / D	AY	☑ STAFF	☐ KEY LO	CK 🔲 KEYCARD		
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	□ cctv	ACCESS		
ROOM/SPACE RELATIONSH	IPS								
INTERIOR ADJACENCIES:			EXTERIOR AD.		ES	ISOLATIO			
			PUBLIC PA		_	SOUND:	YES NO 🗹		
			☐ SECURED			SECURITY			
			OUTSIDE F	SKEAK AI	KEA	VISUAL: OTHER:	YES □ NO ☑ YES □ NO ☑		
			U OTTER			OTTIEK.			
ROOM/SPACE CHARACTER	RISTICS								
FLOOR FINISH	WALL FINISH(S)	CEILING T	YPE	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT		
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU	STIC TILE	<b>☑</b> 10'		■ EXTERIOR	✓ NONE		
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		<b>1</b> 2°		☐ INTERIOR	☐ WALLS		
RESILIENT	☐ CERAMIC TILE	☐ SOFFI	• •	□ОР		☐ SHADES	☐ CEILING		
☐ CERAMIC TILE	☐ WALLCOVERING	EXPOS		□от	HER	TINT	☐ PANELS		
☐ OTHER	WAINSCOT	OTHEI		<u>'</u>		OTHER:	☐ OTHER		
DOOR TYPE	DOOR FINISH	EQUIPMEN		FURNISHINGS			COUNTERTOPS		
☐ SOLID WOOD	PAINT	☐ BY OW			ASE CABINET		PLASTIC LAM.		
HOLLOW METAL	STAINED	1 —	I —		PPER CABINET	SOLID SURFACE			
☐ STOREFRONT	LAMINATE				REE-STANDING I	☐ STAINLESS STEEL			
☐ DOUBLE☐ GLASS/VISION LITE	☐ MANUFACTURER	OTHEI			'STEM FURNITU JLL HEIGHT PANT	☐ ADA ☐ OTHER			
☐ FRAME SIDE LITE			☐ OPEN SHELV			•	- OTTIEK		
OTHER			☐ OFENSHELVING			STEMS			
SPECIAL REQUIREMENTS:	1								
MECHANICAL AND ELECT	RICAL REQUIREMENTS								
LIGHTING	HVAC	PLUMBIN		ELEC	TRICAL POWER		COMMUNICATION		
☐ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S			TANDARD POWI		☑ TELEPHONE		
INDIRECT LED	☑ STANDARD	TOILE			MERGENCY POW	` '	TELEVISION		
ACCENT LIGHTING	COMPUTER 24/7	SHOW			ENERATOR BACK		☑ DATA		
☐ DOWNLIGHTS ☐ WEATHERPROOF	☐ DEDICATED SYSTEM	☐ FLOOR			EDICATED EQUI	PMENT	CCTV		
FULL DIMMING		OTHER	RESSED AIR				☐ RADIO		
OTHER		I OTHER	τ.						
SPECIAL REQUIREMENTS:									
SPECIAL REQUIREMENTS.									
GENERALCOMMENTS/ REI	MARKS								



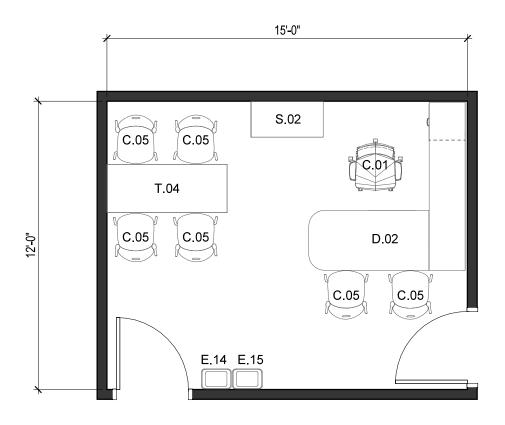
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key			A4 E0
Value	Keynote Text	Department: FIRE PREVENTION PROGRAM	A1.58
S.04	WIRE STORAGE SHELF		Total Square Footage: 300 SF
		Description: LARGE STORAGE ROOM	Scale: 1/4" = 1'-0"
			Quantity: 1

SPACE IDENTIFICATION	NA NIANAE			COMBON	ENT DIACDAM	20014114145			
COMPONENT DIAGRAM ROOM NAME:				COMPONENT DIAGRAM ROOM NAME:					
Fire Prevention Prog	gram - Large Storag	je Room	A1.58						
PRIMARY ACTIVITIES:	SECONDARY ACT	IVITIEC:	UTILIZATION		ACCESS	SECURITY			
	SECONDAIN ACT	IVIIILS.	Ø 8 HRS / D		D PUBLIC	□ NO LOC	CK		
Storage			24 HRS / I		☑ STAFF	KEY LO			
SPECIAL REQUIREMENTS:	SPECIAL REQUIREMENTS:				☐ SECURE	□ cctv	☐ ACCESS		
			OTHER						
ROOM/SPACE RELATIONSH	IDS								
INTERIOR ADJACENCIES:			EXTERIOR AD	JACENCII	ES	ISOLATIO	N		
			☐ PUBLIC P			SOUND:	YES 🔲 NO 🗹		
			☐ SECURED	PARKING	ì	SECURITY	_		
			OUTSIDE	BREAK AI	REA	VISUAL:	YES 🔲 NO 🗹		
			☐ OTHER			OTHER:	YES NO 🗸		
ROOM/SPACE CHARACTER	RISTICS								
FLOOR FINISH	WALL FINISH(S)	CEILING 1	ГҮРБ	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT		
✓ SEALED CONCRETE	✓ PAINT	☑ ACOU		☑ 10°		□ EXTERIOR	✓ NONE		
☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	I —		☐ 12 <sup>'</sup>		☐ INTERIOR	☐ WALLS		
☐ RESILIENT	☐ CERAMIC TILE	☐ SOFFI		□ OP		☐ SHADES	CEILING		
☐ CERAMIC TILE	☐ WALLCOVERING	EXPOS	SED	□ от		☐ TINT	☐ PANELS		
☐ OTHER	■ WAINSCOT	☐ OTHE	R			☐ OTHER:	☐ OTHER		
DOOR TYPE	DOOR FINISH	EQUIPME	NT	FURNISHINGS			COUNTERTOPS		
☑ SOLID WOOD	□PAINT	☐ BY OW	/NER	□ BA	SE CABINET		☐ PLASTIC LAM.		
☐ HOLLOW METAL	☐ STAINED	□ ву со	CONTRACTOR UF		PPER CABINET	☐ SOLID SURFACE			
☐ STOREFRONT	<b>☑</b> LAMINATE		☐ FUTURE		EE-STANDING F	☐ STAINLESS STEEL			
DOUBLE	☐ MANUFACTURER	☐ OTHE	R	SYSTEM FURNITURE (CUBICLE)			☐ ADA		
GLASS/VISION LITE			☐ FULL HEIGHT			•	☐ OTHER		
FRAME SIDE LITE			✓ OPEN SHELVING S' ☐ OTHER		STEMS				
OTHER  SPECIAL REQUIREMENTS:					HEK				
SI ECIAL REQUIREMENTS.									
MECHANICAL AND ELECTR	RICAL REQUIREMENTS								
LIGHTING	HVAC	PLUMBIN	IG	ELEC-	TRICAL POWER		COMMUNICATION		
■ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S	S)		TANDARD POWE	ER	☐ TELEPHONE		
☐ INDIRECT LED	☑ STANDARD	☐ TOILE		□ EN	MERGENCY POW	ER (UPS)	☐ TELEVISION		
☐ ACCENT LIGHTING	☐ COMPUTER 24/7	☐ show	'ER	☐ GI	ENERATOR BACK	(-UP	□ DATA		
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR			EDICATED EQUI	PMENT	□ сст∨		
☐ WEATHERPROOF			RESSED AIR				☐ RADIO		
FULL DIMMING		OTHE	R						
☐ OTHER									
SPECIAL REQUIREMENTS:									
GENERALCOMMENTS/ REI	MARKS								



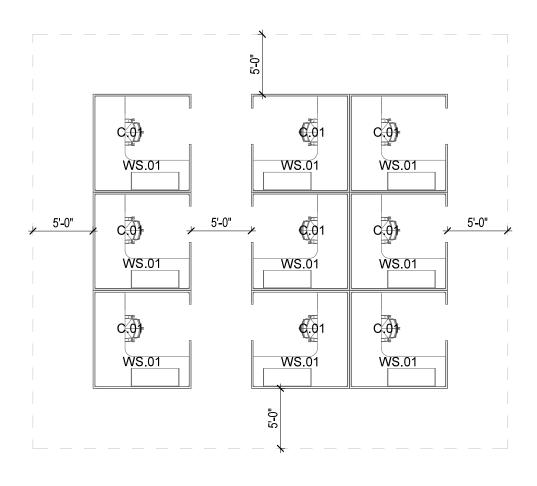
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program
Key		3	Reference No.
Value	Keynote Text		A4 E0
		Department: FIRE PREVENTION PROGRAM	A1.59
C.05	STACK CHAIR		Tatal Owners Factors 500 OF
E.01	FLAT TELEVISION (65" MINIMUM)		Total Square Footage: 500 SF
MB.01	MARKER BOARD	Description: MEDIUM CONFERENCE ROOM	Scale: 3/16" = 1'-0"
T.04	FLIP TOP TABLE		Quantity: 1

SPACE IDENTIFICATION  COMPONENT DIAGRAM RO	OM NAME:			COMBON	ENT DIAGRAM	POOM NAME:		
					ENT DIAGRAM	ROOM NAME:		
Fire Prevention Pro	gram - Medium Confe	rence roor	n	A1.59				
SPACE USE								
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATIOI	V	ACCESS	SECURITY		
Classroom	Conference		☑ 8 HRS / DAY ☐ 24 HRS / DAY		<ul><li>✓ PUBLIC</li><li>✓ STAFF</li></ul>	✓ NO LOC		(EYPAD (EYCARD
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	□ сст∨		CCESS
ROOM/SPACE RELATIONSH	une							
INTERIOR ADJACENCIES:	11173		EXTERIOR A	DJACENCI	ES	ISOLATIO	N	
			☐ PUBLIC	PARKING		SOUND:	YES 🔽	NO 🗖
			☐ SECURE	D PARKING	i	SECURITY	: YES 🗖	NO 🔽
			OUTSID	E BREAK AF	REA	VISUAL:	YES	NO 🔽
			☐ OTHER			OTHER:	YES 🗖	NO 🔽
ROOM/SPACE CHARACTE						<u> </u>		
FLOOR FINISH	WALL FINISH(S)	CEILING 1			IG HEIGHT	GLASS	ACOUSTIC TI	REATMENT
☐ SEALED CONCRETE	PAINT	1	STIC TILE	☑ 10°		EXTERIOR	☑ NONE	
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		12'		INTERIOR	☐ WALLS	
RESILIENT	CERAMIC TILE	SOFFI	` '	ОР		SHADES	CEILING	
CERAMIC TILE	WALLCOVERING	EXPOS		ОТ	HER	TINT	☐ PANELS	
☐ OTHER	☐ WAINSCOT	☐ OTHER				OTHER:	☐ OTHER	
DOOR TYPE	OR TYPE DOOR FINISH EQUIPMENT			FURNI	SHINGS		COUNTERTO	PS
☑ SOLID WOOD	<b>□</b> PAINT	☐ BY OW		I —	SE CABINET		☐ PLASTIC I	
☐ HOLLOW METAL	☐ STAINED	1 —	NTRACTOR UPPER CABINET			☐ SOLID SU		
☐ STOREFRONT	<b>☑</b> LAMINATE	☐ FUTUI			EE-STANDING		☐ STAINLES	SS STEEL
DOUBLE	☐ MANUFACTURER	OTHE			SYSTEM FURNITURE (CUBICLE)		☐ ADA	
☑ GLASS/VISION LITE			☐ FULL HEIGHT PANTRY,			☐ OTHER		
☐ FRAME SIDE LITE			OPEN SHELVING SYST		STEMS			
☐ OTHER			☐ OTHER					
SPECIAL REQUIREMENTS:								
MECHANICAL AND ELECT	RICAL REQUIREMENTS							
LIGHTING	HVAC	PLUMBIN	G	ELECT	TRICAL POWER		COMMUNIC	CATION
■ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S	S)	<b>☑</b> sī	TANDARD POW	ER	☑ TELEPH	HONE
✓ INDIRECT LED	☑ STANDARD	TOILE		1	MERGENCY POW		☐ TELEVIS	SION
ACCENT LIGHTING	COMPUTER 24/7	☐ show		l —	ENERATOR BACI		✓ DATA	
✓ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		<b>□</b> DI	EDICATED EQU	IPMENT	□ ссти	
☐ WEATHERPROOF		1=	RESSED AIR				☐ RADIO	
FULL DIMMING		OTHE	R					
☐ OTHER								
SPECIAL REQUIREMENTS:								
GENERALCOMMENTS/ RE	MARKS							



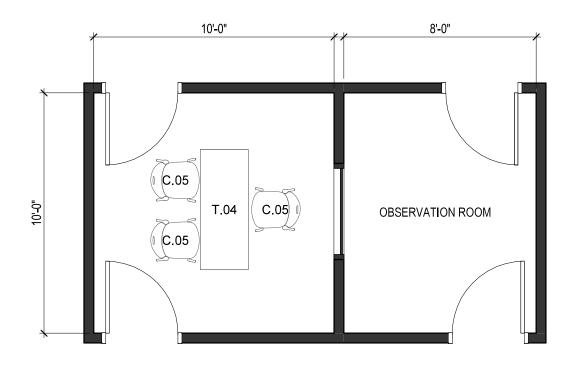
	FURNITURE		
Key Value	Keynote Text		
C.01 C.05	TASK CHAIR STACK CHAIR	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
D.02	OFFICE L SHAPED DESK W/ DRAWER/FILE CABINET	Department: INVESTIGATIONS	A1.60
E.14	TRASH CAN		Tatal Causas Fastas as 400 OF
E.15	RECYCLING CAN		Total Square Footage: 180 SF
S.02	BOOKSHELF	Description: OFFICE	Scale: 1/4" = 1'-0"
T.04	FLIP TOP TABLE		Quantity: 2

COMPONENT DIAGRAM ROC	ΤΜ ΝΔΜΕ•			COMPON	IENT DIAGRAM I	ROOM NAME:		
Fire Prevention Investigations Department - Office				COMPONENT DIAGRAM ROOM NAME: A1.60				
File Flevention live	sugations Departine	ent - Onice		A 1.00				
SPACE USE								
PRIMARY ACTIVITIES:	SECONDARY ACT	IVITIES:	UTILIZATION		ACCESS	SECURITY		
Office			☑ 8 HRS/D	ΑY	□ PUBLIC	☐ NO LOC	CK 🔲 KEYPAD	
Office			☐ 24 HRS /	DAY	☑ STAFF	✓ KEY LOC		
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECURE	□ сст∨	☐ ACCESS	
ROOM/SPACE RELATIONSHI	IPS							
INTERIOR ADJACENCIES:			EXTERIOR AL		ES	ISOLATIO		
			□ PUBLIC F		•	SOUND: SECURITY	YES □ NO ☑ : YES □ NO ☑	
			OUTSIDE			VISUAL:	YES NO Z	
			OTHER	DICEARCA	(L)	OTHER:	YES NO 🗹	
						<b>'</b>		
ROOM/SPACE CHARACTER						<u> </u>	1	
FLOOR FINISH	WALL FINISH(S)	CEILING			NG HEIGHT	GLASS	ACOUSTIC TREATMENT	
☐ SEALED CONCRETE	☑ PAINT	☑ ACOU		<b>1</b> 0°		☐ EXTERIOR	NONE	
☑ CARPET/CARPET TILE	TACKABLE SURFACE	☑ DRY W		☐ 12 <sup>2</sup>		INTERIOR	☐ WALLS	
RESILIENT CERAMIC TILE	CERAMIC TILE	SOFFI	` '	□ OP		SHADES	CEILING	
OTHER	☐ WALLCOVERING ☐ WAINSCOT	☐ EXPO:		ОТ	HEK	☐ TINT ☐ OTHER:	☐ PANELS ☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPME		FLIDNI	ISHINGS	DOTTIEK.	COUNTERTOPS	
SOLID WOOD	PAINT	□ BY OV			ASE CABINET		☐ PLASTIC LAM.	
☐ HOLLOW METAL	☐ STAINED	1	NTRACTOR	1 —	☐ UPPER CABINET		SOLID SURFACE	
☐ STOREFRONT	☐ STAINED ☐ LAMINATE	☐ FUTU	<del>-</del>		REE-STANDING I	☐ STAINLESS STEEL		
DOUBLE	☐ MANUFACTURER	OTHE			STEM FURNITU	☐ ADA		
☑ GLASS/VISION LITE					ILL HEIGHT PANT	OTHER		
☐ FRAME SIDE LITE					PEN SHELVING SY			
☐ OTHER			☐ OTHER					
SPECIAL REQUIREMENTS:								
Floor: dyed carpet w	ith a pop of color or	a fun patter	n. Wall: one	e accen	t wall color.	Ceiling: grid	in a cloud design	
MECHANICAL AND ELECTR		DLUMDIN	·C	FL FC:	TDICAL DOWED		COMMUNICATION	
LIGHTING  NATURAL LIGHT	HVAC  EXHAUST ONLY	PLUMBIN  SINK(			TRICAL POWER TANDARD POWI	FR .	COMMUNICATION  TELEPHONE	
☑ INDIRECT LED	☑ STANDARD	☐ TOILE			MERGENCY POW		☐ TELEVISION	
☐ ACCENT LIGHTING	COMPUTER 24/7	☐ SHOW		1	ENERATOR BACK	, ,	☑ DATA	
☐ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOF		1 —	EDICATED EQUI		ССТУ	
✓ WEATHERPROOF		□ сомр	RESSED AIR				RADIO	
☐ FULL DIMMING		☐ OTHE	R					
☐ OTHER								
SPECIAL REQUIREMENTS:								
GENERALCOMMENTS/ REM	MARKS							



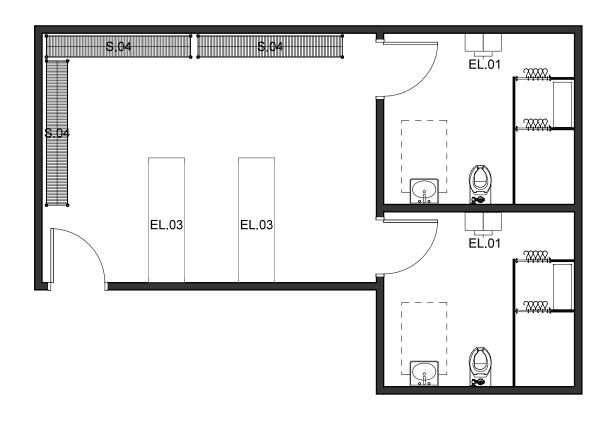
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Value	Keynote Text	Department: INVESTIGATIONS	A1.61
C.01	TASK CHAIR	Department. III ve en orthono	Total Square Footage: 576 SF
WS.01	CUBICLE 8 X 8	Description: CUBICLE AREA	Scale: 1/8" = 1'-0"
		·	Quantity: 1

COMPONENT DIAGRAM ROOM NAME: COMPO						COMPONENT DIAGRAM ROOM NAME:			
	estigations Departmen	t - Cubicle	l l	A1.61					
	<b>J</b>								
SPACE USE	OF COMPANY A CTIVII	TIE 0			1.00500	OF CURITY			
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	HES:	UTILIZATION  B HRS / DA	·V	ACCESS  PUBLIC	SECURITY  NO LOC	CK		
Office			24 HRS / D		☐ PUBLIC	☐ KEY LO			
SPECIAL REQUIREMENTS:	I		OTHER		☐ SECURE	□ cctv	☐ ACCESS		
ROOM/SPACE RELATIONSH	IPS								
INTERIOR ADJACENCIES:			EXTERIOR AD		ES	ISOLATIO			
			□ PUBLIC PA		3	SOUND: SECURITY	YES □ NO ☑ ': YES □ NO ☑		
			OUTSIDE			VISUAL:	YES NO		
			☐ OTHER			OTHER:	YES NO		
DOOM/CDACE CHARACTER									
FLOOR FINISH	WALL FINISH(S)	CEILING 1	TVDE	CEILIN	NG HEIGHT	GLASS	ACOUSTIC TREATMENT		
SEALED CONCRETE	WALL FINISH(3)  ✓ PAINT	☑ ACOU		☑ 10°		☐ EXTERIOR	✓ NONE		
☐ SEALED CONCRETE	☐ TACKABLE SURFACE	DRY W		☐ 12 <sup>'</sup>		☐ INTERIOR	■ NONE ■ WALLS		
☐ RESILIENT	☐ CERAMIC TILE	SOFFI		OP		SHADES	☐ CEILING		
☐ CERAMIC TILE	☐ WALLCOVERING	☐ EXPOS	SED	□от	HER	☐ TINT	☐ PANELS		
☐ OTHER	☐ WAINSCOT	☐ OTHE	R	]		OTHER:	☐ OTHER		
DOOR TYPE	DOOR FINISH	EQUIPME	NT	FURNI	ISHINGS		COUNTERTOPS		
☐ SOLID WOOD	PAINT	☐ BY OW					PLASTIC LAM.		
HOLLOW METAL	STAINED	1 —	—		PPER CABINET	SOLID SURFACE			
☐ STOREFRONT ☐ DOUBLE	☐ LAMINATE ☐ MANUFACTURER	1	FUTURE		REE-STANDING F STEM FURNITU	☐ STAINLESS STEEL			
GLASS/VISION LITE	MANUFACTURER	LI OTHE			JLL HEIGHT PANT	☐ ADA ☐ OTHER			
☐ FRAME SIDE LITE			☐ OPEN SHELVING			•	- OTTLEK		
☐ OTHER			☐ OTHER						
SPECIAL REQUIREMENTS:		•							
MECHANICAL AND ELECTR	DICAL DECLIDEMENTS								
LIGHTING	HVAC	PLUMBIN	G	ELEC <sup>-</sup>	TRICAL POWER		COMMUNICATION		
☐ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S			TANDARD POWI	ER	☑ TELEPHONE		
☐ INDIRECT LED	☐ STANDARD	☐ TOILE		□ EN	MERGENCY POW	ER (UPS)	☐ TELEVISION		
☐ ACCENT LIGHTING	COMPUTER 24/7	☐ show			ENERATOR BACK		☑ DATA		
DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR			EDICATED EQUI	PMENT	□ CCTV		
☐ WEATHERPROOF ☐ FULL DIMMING		☐ COMPF	RESSED AIR				☐ RADIO		
OTHER		OTHE	Τ.						
SPECIAL REQUIREMENTS:	1						1		
S. LOWE REQUIREMENTS.									
GENERALCOMMENTS/ REI	MARKS								
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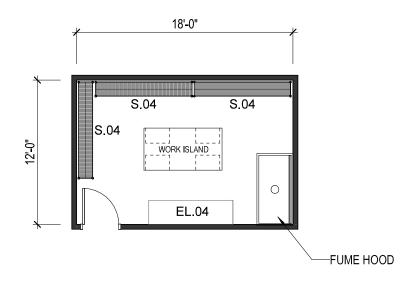
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Value	Keynote Text	Department: INVESTIGATIONS	A1.62
C.05	STACK CHAIR		Total Square Footage:180 SF
T.04	FLIP TOP TABLE	Description: INTERVIEW ROOM	Scale: 1/4" = 1'-0"
			Quantity: 1

SPACE IDENTIFICATION  COMPONENT DIAGRAM RO	OM NAME:		T	COMPON	ENT DIAGRAM F	OOM NAME:	
		t Intonvio	w Pm	A1.62	ILMI DIAGRAMI	COM NAME.	
Fire Prevention inve	estigations Departmen	t - Intervie	W KIII	A 1.02			
SPACE USE							
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION		ACCESS	SECURITY	
Interview	Office		8 HRS / D		☑ PUBLIC	□ NO LOC	<del></del>
SPECIAL REQUIREMENTS:			☐ 24 HRS /☐ OTHER	DAY	☑ STAFF □ SECURE	☐ KEY LO	CK ☑ KEYCARD ☐ ACCESS
SPECIAL REQUIREMENTS.			OTHER		JECORE	L cerv	Access
ROOM/SPACE RELATIONSH	IIPS						
INTERIOR ADJACENCIES:			EXTERIOR AD		ES	ISOLATIO	
			D PUBLIC F			SOUND:	YES 🔽 NO 🖸
			SECUREI			SECURITY VISUAL:	': YES ☑ NO ☐ YES ☐ NO ☑
			OTHER	. DIVLAN AI	\LA	OTHER:	YES NO
ROOM/SPACE CHARACTE		CEU 1110 -	FVDE	CEU !	IC LIEICUT	CLACC	ACQUISTIC TREATMENT
FLOOR FINISH  SEALED CONCRETE	WALL FINISH(S)  ☑ PAINT	CEILING 1		CEILIN	NG HEIGHT	GLASS  EXTERIOR	ACOUSTIC TREATMENT  ☑ NONE
☐ SEALED CONCRETE  ☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	DRY W		□ 12°		☐ INTERIOR	₩ NONE  WALLS
RESILIENT	CERAMIC TILE	SOFFI				SHADES	CEILING
CERAMIC TILE	☐ WALLCOVERING	EXPOS		ОТ		TINT	PANELS
OTHER	☐ WAINSCOT	OTHE				OTHER:	OTHER
OOOR TYPE	DOOR FINISH	EQUIPME		FURNI	SHINGS	<del></del>	COUNTERTOPS
☑ SOLID WOOD	□PAINT	□ BY OW		☐ BASE CABINET			☐ PLASTIC LAM.
☐ HOLLOW METAL	☐ STAINED		NTRACTOR				☐ SOLID SURFACE
☐ STOREFRONT	✓ LAMINATE	FUTUI	RE		EE-STANDING F	URNITURE	☐ STAINLESS STEEL
■ DOUBLE	■ MANUFACTURER	☐ OTHE				RE (CUBICLE)	☐ ADA
☑ GLASS/VISION LITE			☐ FULL HEIGHT PAN		RY/STORAGE	☐ OTHER	
☐ FRAME SIDE LITE			☐ OPEN SHELVING SYS			STEMS	
☐ OTHER			☐ OTHER				
SPECIAL REQUIREMENTS:							
Floor: dyod carnot y	with a pop of color or a	fun nattar	rn Mall: aa	oont wo	Il with brone	ling/wall ara	nhios and/or on ac
rioor. uyeu carpet. v	with a pop of color of a	iuri pattei	II. VVaII. aci	cent wa	ii willi bianc	ıllıg/wall grap	priics ariu/or ari acc
MECHANICAL AND ELECT							
LIGHTING	HVAC	PLUMBIN			TRICAL POWER	·n	COMMUNICATION
<ul><li>□ NATURAL LIGHT</li><li>☑ INDIRECT LED</li></ul>	EXHAUST ONLY	SINK(S	•		TANDARD POWE		TELEPHONE
☐ ACCENT LIGHTING	☑ STANDARD ☐ COMPUTER 24/7	☐ TOILE		1	MERGENCY POW ENERATOR BACK		▼ TELEVISION     ▼ DATA
DOWNLIGHTING  DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ SHOW		I —	ENERATOR BACK EDICATED EQUI		☑ CCTV
☐ WEATHERPROOF	- DEDICATED STSTEM	1-	RESSED AIR		FNICY LED EAGN	I IVILINI	RADIO
☐ FULL DIMMING		OTHE					1.0.010
OTHER							
SPECIAL REQUIREMENTS:	<u>.</u>	•		•			
GENERALCOMMENTS/ RE	MARKS						



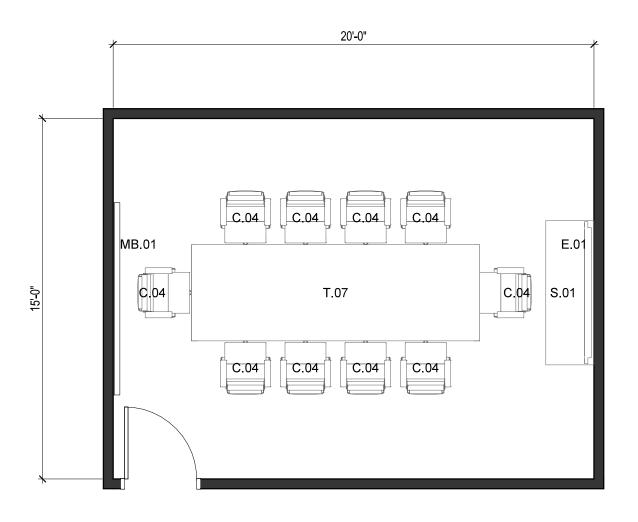
FURNITURE		Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.	
Key Va <b>l</b> ue	Kovnete Toyt		A4 62	
value	Keynote Text	Department: INVESTIGATIONS	A1.63	
EL.01	SINGLE TIER LOCKER		Total Square Footage: 461 SF	
EL.03	GEAR LOCKERS	Description: GEAR ROOM	Scale: 3/16" = 1'-0"	
S.04	WIRE STORAGE SHELF	·	Quantity: 1	

SPACE IDENTIFICATION									
COMPONENT DIAGRAM RO	OM NAME:			COMPON	ENT D	IAGRAM F	ROOM NAME:		
Fire Prevention Inve	estigations Departme	nt - Gear R	oom	A1.63					
SPACE USE									
PRIMARY ACTIVITIES:	SECONDARY ACTIV	ITIES:	UTILIZATION		ACC	ESS	SECURITY		
Gear Change	Storage		☑ 8 HRS / D. □ 24 HRS / I			PUBLIC STAFF	☐ NO LOC	<del></del>	
SPECIAL REQUIREMENTS:			☐ OTHER			SECURE	□ сст∨	☐ ACCESS	
Close to side entran	ce to minimize tracke	d in debris							
ROOM/SPACE RELATIONSH	IPS		I						
INTERIOR ADJACENCIES:			EXTERIOR AD PUBLIC P		:5		SOUND:	YES 🗖 NO 🔽	
			SECURED		<u>.</u>		SECURITY		
locker room/showers	3		OUTSIDE				VISUAL:	YES NO	
			OTHER	DICEARCAG	\L/\		OTHER:	YES NO	
ROOM/SPACE CHARACTE	RISTICS								
FLOOR FINISH	WALL FINISH(S)	CEILING T	ГҮРЕ	CEILIN	IG HE	IGHT	GLASS	ACOUSTIC TREATMENT	
☑ SEALED CONCRETE	☑ PAINT	☑ ACOU:		<b>☑</b> 10'	-0'		■ EXTERIOR	✓ NONE	
☐ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W		12'			■ INTERIOR	☐ WALLS	
RESILIENT	☐ CERAMIC TILE	□ SOFFI		☐ OP			SHADES	☐ CEILING	
CERAMIC TILE	WALLCOVERING	☐ EXPOS		□от	HER		TINT	PANELS	
☐ OTHER	WAINSCOT	OTHEI			l .		OTHER:	OTHER	
DOOR TYPE	DOOR FINISH	EQUIPMEN		FURNISHINGS				COUNTERTOPS	
☑ SOLID WOOD	PAINT	☐ BY OW					☐ PLASTIC LAM.		
HOLLOW METAL	STAINED	1 -	<del>-</del>			CABINET		SOLID SURFACE	
STOREFRONT	LAMINATE	☐ FUTUE			FREE-STANDING FURNITURE			☐ STAINLESS STEEL	
DOUBLE	☐ MANUFACTURER	OTHEI			SYSTEM FURNITURE (CUBICLE) FULL HEIGHT PANTRY/STORAGE			☐ ADA	
GLASS/VISION LITE FRAME SIDE LITE					OPEN SHELVING SYSTEMS			☐ OTHER	
OTHER			☐ OTHER			IELVING SY.	DIEMO		
SPECIAL REQUIREMENTS:				U OTHER					
MECHANICAL AND ELECT	RICAL REQUIREMENTS								
LIGHTING	HVAC	PLUMBIN		_		L POWER		COMMUNICATION	
☐ NATURAL LIGHT	EXHAUST ONLY	☑ SINK(S	•			ARD POWE		☐ TELEPHONE	
✓ INDIRECT LED	☑ STANDARD	☑ TOILE		1		ENCY POWI		☐ TELEVISION	
ACCENT LIGHTING	COMPUTER 24/7	☑ SHOW		l —		TOR BACK		DATA	
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☑ FLOOR			EDICA	TED EQUI	PMENT	CCTV	
☐ WEATHERPROOF			RESSED AIR					☐ RADIO	
☐ FULL DIMMING ☐ OTHER		OTHER	К						
SPECIAL REQUIREMENTS:									
SI ECIAL REQUIREMENTS.									
GENERALCOMMENTS/ RE	MARKS								
THE STREET OF THE STREET OF THE STREET									



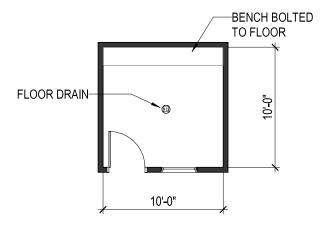
	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
Key Va <b>l</b> ue	Keynote Text	Department: INVESTIGATIONS	A1.64
		Department: INVESTIGATIONS	
EL.04	EVIDENCE LOCKERRS		Total Square Footage: 216 SF
S.04	WIRE STORAGE SHELF	Description: EVIDENCE COLLECTION ROOM	Scale: 1/8" = 1'-0"
			Quantity: 1

SPACE IDENTIFICATION								
COMPONENT DIAGRAM RO	OM NAME:		С	OMPONI	ENT DIAGRAM	ROOM NAME:		
Evidence Collection	Room		/	A1.64				
SPACE USE								
PRIMARY ACTIVITIES:	SECONDARY ACT	IVITIES:	UTILIZATION		ACCESS	SECURITY		
Storage	Secure hold			☑ 8 HRS / DAY		NO LOC		
SPECIAL REQUIREMENTS:			☐ OTHER		☑ SECURI	Е ССТУ	☐ ACCESS	
ROOM/SPACE RELATIONSH	IIPS							
INTERIOR ADJACENCIES:			EXTERIOR ADJ	ACENCIE	S	ISOLATIO	N	
			□ PUBLIC PAI □ SECURED F □ OUTSIDE B □ OTHER	PARKING		SOUND: SECURITY VISUAL: OTHER:	YES	
ROOM/SPACE CHARACTE	RISTICS							
FLOOR FINISH	WALL FINISH(S)	CEILING 1	ГҮРЕ	CEILIN	G HEIGHT	GLASS	ACOUSTIC TREATMENT	
☐ SEALED CONCRETE ☐ CARPET/CARPET TILE ☐ RESILIENT ☐ CERAMIC TILE ☑ OTHER	☐ PAINT ☐ TACKABLE SURFACE ☐ CERAMIC TILE ☐ WALLCOVERING ☐ WAINSCOT	☑ ACOU □ DRY W □ SOFFI □ EXPOS	/ALL T(S) SED	☑ 10'- ☐ 12'- ☐ OPE ☐ OTH	-14' EN	☐ EXTERIOR ☐ INTERIOR ☐ SHADES ☐ TINT ☐ OTHER:	NONE     WALLS     CEILING     PANELS     OTHER	
DOOR TYPE	DOOR FINISH	EQUIPME		FURNISHINGS		THE OTTIEN.	COUNTERTOPS	
SOLID WOOD  ☐ HOLLOW METAL ☐ STOREFRONT ☐ DOUBLE ☐ GLASS/VISION LITE ☐ FRAME SIDE LITE ☐ OTHER  SPECIAL REQUIREMENTS:	☐ PAINT ☐ STAINED ☐ LAMINATE ☐ MANUFACTURER	☐ BY OW	/NER NTRACTOR RE	☐ BASE CABINET		FURNITURE URE (CUBICLE) TRY/STORAGE	□ PLASTIC LAM. □ SOLID SURFACE □ STAINLESS STEEL □ ADA □ OTHER	
Floor: LVT. Casewo								
LIGHTING	HVAC	PLUMBIN	G	FLECT	RICAL POWER	?	COMMUNICATION	
□ NATURAL LIGHT □ INDIRECT LED □ ACCENT LIGHTING □ DOWNLIGHTS □ WEATHERPROOF □ FULL DIMMING □ OTHER	☐ EXHAUST ONLY ☐ STANDARD ☐ COMPUTER 24/7 ☑ DEDICATED SYSTEM	☑ SINK(S☐ TOILE'☐ SHOW☐ FLOOR	5) T ER DRAIN RESSED AIR	ELECTRICAL POWER  ☐ STANDARD POWER  ☐ EMERGENCY POWER (UPS) ☐ GENERATOR BACK-UP ☐ DEDICATED EQUIPMENT		☐ TELEPHONE ☐ TELEVISION ☑ DATA ☐ CCTV ☐ RADIO		
SPECIAL REQUIREMENTS:	•	,		•				
GENERALCOMMENTS/ RE	MARKS							



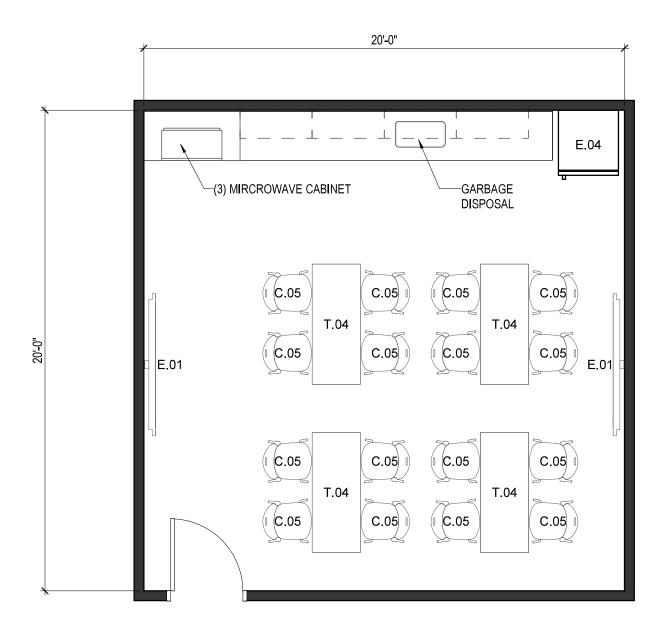
	FURNITURE		
Key Va <b>l</b> u		Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.
C.04		Department: INVESTIGATIONS	A1.65
E.0 <sup>-</sup> MB.0			Total Square Footage: 300 SF
S.0		Description: SMALL CONFERENCE ROOM	Scale: 1/4" = 1'-0"
T.07	CONFERENCE TABLE FOR TEN		Quantity: 1

SPACE IDENTIFICATION								
COMPONENT DIAGRAM RO	OM NAME:		(	COMPON	IENT D	DIAGRAM	ROOM NAME:	
Small Conference F	Room			A1.65				
SPACE USE								
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIFS	UTILIZATION		ACC	FSS	SECURITY	
Conference	SECONDARI ACTIVI	IILS.	8 HRS / DAY 24 HRS / DAY			PUBLIC STAFF	☑ NO LOC	
SPECIAL REQUIREMENTS:	SPECIAL REQUIREMENTS:					SECURE		ACCESS
ROOM/SPACE RELATIONSH	IPS							
INTERIOR ADJACENCIES:			EXTERIOR AD.		ES		ISOLATIO	
			D PUBLIC PA				SOUND:	YES NO
			SECURED				SECURITY	
			OUTSIDE	BREAK AI	REA		VISUAL:	YES NO
			☐ OTHER				OTHER:	YES NO
ROOM/SPACE CHARACTE							1	
FLOOR FINISH	WALL FINISH(S)	CEILING 1		CEILIN		IGHT	GLASS	ACOUSTIC TREATMENT
☐ SEALED CONCRETE	☑ PAINT	1	STIC TILE	<b>☑</b> 10'			☑ EXTERIOR	✓ NONE
☑ CARPET/CARPET TILE	☐ TACKABLE SURFACE	☐ DRY W	/ALL	<b>1</b> 2'			✓ INTERIOR	☐ WALLS
☐ RESILIENT	☐ CERAMIC TILE	☐ SOFFI	T(S)	☐ OP	EN		☐ SHADES	☐ CEILING
☐ CERAMIC TILE	☐ WALLCOVERING	EXPOS	SED	□ от	HER		☐ TINT	☐ PANELS
☐ OTHER	■ WAINSCOT	☐ OTHE	R				OTHER:	☐ OTHER
DOOR TYPE	DOOR FINISH	EQUIPMEI	NT	FURNISHINGS			COUNTERTOPS	
☐ SOLID WOOD	PAINT	☐ BY OW	VNFR	☐ BASE CABINET			☐ PLASTIC LAM.	
☐ HOLLOW METAL	STAINED	l —	NTRACTOR	<u> </u>			☐ SOLID SURFACE	
☑ STOREFRONT	LAMINATE	☐ FUTUI	<del>-</del>			FURNITURE	☐ STAINLESS STEEL	
DOUBLE	✓ MANUFACTURER	OTHE			SYSTEM FURNITURE (CUBICLE)			☐ ADA
GLASS/VISION LITE	MANOTACTORER				FULL HEIGHT PANTRY/STORAGE			
						•	☐ OTHER	
FRAME SIDE LITE			OPEN SHELVING SYSTI			IELVING SY	STEMS	
OTHER  SPECIAL REQUIREMENTS:			☐ OTHER					
SI ECIAL REQUIREMENTS.								
MECHANICAL AND ELECT	RICAL REQUIREMENTS							
LIGHTING	HVAC	PLUMBIN	IG	ELEC-	TRICA	L POWER		COMMUNICATION
■ NATURAL LIGHT	☐ EXHAUST ONLY	☐ SINK(S	S)	<b>☑</b> s	TANDA	ARD POW	ER	☐ TELEPHONE
✓ INDIRECT LED	☑ STANDARD	☐ TOILE		□ EN	MERGE	ENCY POW	/ER (UPS)	☑ TELEVISION
ACCENT LIGHTING	COMPUTER 24/7	☐ show				TOR BACI	, ,	☐ DATA
☐ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		D D	EDICA	TED EQU	IPMENT	□ ccтv
☐ WEATHERPROOF		I —	RESSED AIR			- 60		RADIO
FULL DIMMING		OTHE						
OTHER			••					
SPECIAL REQUIREMENTS:								1
CENEDAL COMMENTS / DE	MADIC							
GENERALCOMMENTS/ RE	PIANTS.							
Ī								



Building: FIRE ADMINISTRATION HEADQUARTERS	Program Reference No.		
Department: INVESTIGATIONS	A1.66		
	Total Square Footage: 100 SF		
Description: PRISONER HOLDING AREA	Scale: 1/8" = 1'-0"		
	Quantity: 1		

COMPONENT DIAGRAM ROOM NAME:				COMPONENT DIAGRAM ROOM NAME:				
Prisoner Holding Are	ea			A1.66				
SDACE USE			"					
PRIMARY ACTIVITIES:	SECONDARY ACTIVIT	TES:	UTILIZATION		ACCESS	SECURITY		
Interview	Secure holding		☑ 8 HRS / DA		☐ PUBLIC	□ NO LOC		
	Occure Holding		24 HRS / D	AY	☑ STAFF	☐ KEY LO	CK ☑ KEYCARD ☐ ACCESS	
SPECIAL REQUIREMENTS:			│		☑ SECURE	LEI CCIV	ACCESS	
ROOM/SPACE RELATIONSHI	IPS		T			T		
INTERIOR ADJACENCIES:			EXTERIOR AD.  PUBLIC PA		ES	ISOLATIOI SOUND:	N YES ☑ NO ☐	
Near a side entrance			□ SECURED		j	SECURITY		
Near a side entrance	;		OUTSIDE	BREAK AI	REA	VISUAL:	YES 🗹 NO 🗖	
			☐ OTHER			OTHER:	YES NO 🗹	
ROOM/SPACE CHARACTER	RISTICS							
FLOOR FINISH	WALL FINISH(S)	CEILING T			NG HEIGHT	GLASS	ACOUSTIC TREATMENT	
✓ SEALED CONCRETE	✓ PAINT	☑ ACOUS		☑ 10°	=	EXTERIOR	NONE	
☐ CARPET/CARPET TILE☐ RESILIENT	☐ TACKABLE SURFACE☐ CERAMIC TILE	☐ DRY W☐ SOFFI		☐ 12 <sup>3</sup>		☐ INTERIOR☐ SHADES	☐ WALLS ☐ CEILING	
CERAMIC TILE	☐ WALLCOVERING	☐ EXPOS		ОТ		TINT	☐ PANELS	
☐ OTHER	☐ WAINSCOT	OTHER	R			OTHER:	☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPMEN	NT	FURNISHINGS			COUNTERTOPS	
☑ SOLID WOOD	□PAINT	☐ BY OW		☐ BASE CABINET			☐ PLASTIC LAM.	
☐ HOLLOW METAL ☐ STOREFRONT	STAINED  ☑ LAMINATE	1 —			PPER CABINET REE-STANDING I	TUDNITUDE	☐ SOLID SURFACE ☐ STAINLESS STEEL	
DOUBLE	■ MANUFACTURER	1			STEM FURNITU	ADA		
☑ GLASS/VISION LITE				☐ FULL HEIGHT PANTRY/			☐ OTHER	
☐ FRAME SIDE LITE					PEN SHELVING SY	STEMS		
OTHER			✓ OTHER					
SPECIAL REQUIREMENTS:								
Benche bolted to floo	nr							
Benone boiled to not	, i							
MECHANICAL AND ELECTR			_	1				
LIGHTING  NATURAL LIGHT	HVAC  EXHAUST ONLY	PLUMBIN SINK(S			TRICAL POWER TANDARD POW		COMMUNICATION    TELEPHONE	
☐ INDIRECT LED	☑ STANDARD	☐ TOILE		1	MERGENCY POW		☐ TELEVISION	
☐ ACCENT LIGHTING	COMPUTER 24/7	✓ SHOW	ER	l	ENERATOR BACK		☐ DATA	
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR		□ D	EDICATED EQU	IPMENT	□ сст∨	
☐ WEATHERPROOF		1-	RESSED AIR				☐ RADIO	
FULL DIMMING		OTHER	₹					
OTHER								
SPECIAL REQUIREMENTS:								
GENERALCOMMENTS/ REM	MARKS							
I								



	FURNITURE	Building: FIRE ADMINISTRATION HEADQUARTERS	Program
Key			Reference No.
Value	Keynote Text		A1.67
		Department: SHARED SPACES	A1.01
C.05	STACK CHAIR		Total Square Factors: 400 SF
E.01	FLAT TELEVISION (65" MINIMUM)		Total Square Footage: 400 SF
E.04	REFRIGERATOR	Description: COMMON BREAK/LUNCH ROOM	Scale: 1/4" = 1'-0"
T.04	FLIP TOP TABLE		Quantity: 1

SPACE IDENTIFICATION									
COMPONENT DIAGRAM RO	OM NAME:			COMPON	ENT DIAGRA	M ROOI	M NAME:		
Common Spaces -	Common Break/Lunch	Room		A1.67					
SPACE USE									
PRIMARY ACTIVITIES:	SECONDARY ACTIVI	TIES:	UTILIZATION	1	ACCESS		SECURITY		
Break room			☑ 8 HRS / □ 24 HRS /		☐ PUBL ☑ STAFF		☑ NO LOC	<del></del>	KEYPAD KEYCARD
SPECIAL REQUIREMENTS:			☐ OTHER		☐ SECU		ССТУ	_	ACCESS
ROOM/SPACE RELATIONSH	IIPS					I			
INTERIOR ADJACENCIES:			EXTERIOR A		ES		ISOLATIO		
			D PUBLIC				SOUND:	YES 🔲	NO 🔽
			☐ SECURE				SECURITY	_	NO 🔽
			OUTSIDE	E BREAK AF	REA		VISUAL:	YES	NO 🔽
			☐ OTHER				OTHER:	YES 🗖	NO 🔽
ROOM/SPACE CHARACTE						1		I A COLUCTIO	EDEATMENT.
FLOOR FINISH	WALL FINISH(S)	CEILING 1			NG HEIGHT	GL/		ACOUSTIC	IKEAIMENT
☐ SEALED CONCRETE	PAINT	☑ ACOU		☑ 10°			EXTERIOR	✓ NONE	
CARPET/CARPET TILE	☐ TACKABLE SURFACE	DRY W		☐ 12°			NTERIOR	WALLS	
RESILIENT	☑ CERAMIC TILE	SOFFI	• •	□ OP			SHADES	CEILING	
☑ CERAMIC TILE	WALLCOVERING	EXPOS		□от	HER		TINT	PANELS	
☑ OTHER	☐ WAINSCOT	OTHE			<u> </u>		OTHER:	☐ OTHER	
DOOR TYPE	DOOR FINISH	EQUIPME		FURNISHINGS				COUNTERTO	
☑ SOLID WOOD	□PAINT	☐ BY OW		☑ BASE CABINET				☐ PLASTIC	
☐ HOLLOW METAL	STAINED	I —	NTRACTOR					☑ SOLID S	
☐ STOREFRONT	<b>☑</b> LAMINATE	☐ FUTUI			FREE-STANDING FURNITURE			☐ STAINLE	SS STEEL
DOUBLE	☐ MANUFACTURER	OTHE			SYSTEM FURNITURE (CUBICLE)			☐ ADA	
☑ GLASS/VISION LITE			FULL HEIGHT PANTRY/					☐ OTHER	
FRAME SIDE LITE			OPEN SHELVING SYSTE			1S			
OTHER  SPECIAL REQUIREMENTS:				☐ OTHER					
SPECIAL REQUIREMENTS.									
MECHANICAL AND ELECT	RICAL REQUIREMENTS								
LIGHTING	HVAC	PLUMBIN		ELEC	TRICAL POWI	ER		COMMUN	ICATION
✓ NATURAL LIGHT	■ EXHAUST ONLY	✓ SINK(S)	S)	<b> ✓</b> S	TANDARD PC	OWER		☐ TELEP	HONE
✓ INDIRECT LED	☑ STANDARD	☐ TOILE		□ EN	MERGENCY PO	OWER (L	JPS)	☑ TELEV	ISION
☐ ACCENT LIGHTING	COMPUTER 24/7	☐ SHOW	ER	☐ GI	ENERATOR BA	ACK-UP		✓ DATA	
☑ DOWNLIGHTS	☐ DEDICATED SYSTEM	☐ FLOOR	DRAIN	□ DI	EDICATED EC	QUIPME	NT	□ ссти	
☐ WEATHERPROOF		1=	RESSED AIR					☐ RADIO	)
☐ FULL DIMMING		OTHE	R						
☐ OTHER									
SPECIAL REQUIREMENTS:									
GENERALCOMMENTS/ RE	MARKS								
, and the second									

#### 3- HISTORIC RIGS- LOBBY







MACK ENGINE #2





24' 10" (L) x 8' (W) x 8' 6" (H)

### **3- HISTORIC RIGS- LOBBY**





**STEAMER** 





14' 5" (L) x 7' 2" (W) x 10' (H)

# Attachm,ent "C" & "C-1"

#### ATTACHMENT "C"

## El Paso Police Department Headquarters Consultant's Basic and Additional Services

For the "ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

#### BASIC SERVICES OF THE CONSULTANT

#### **GENERAL**

- 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

- 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.
- 3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

#### PHASE I - PRELIMINARY DESIGN PHASE

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.

- Obtain all available horizontal and vertical locations of public utilities, and fully coordinate
  design of the Project with public utilities in an effort to minimize relocation of utilities as
  much as possible.
- 4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
- 5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
- 6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
- **8.** Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
- 9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

#### 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:

- 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:

- Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
- 2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
- 3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
- 4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

- 5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
- 6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

#### **CONSTRUCTION PHASE**

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

- 1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
- 2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with 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 "C-1" EL PASO FIRE DEPARTMENT HEADQUARTERS CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the "ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO FIRE **DEPARTMENT HEADQUARTERS**" 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 Amendment 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**

- I. 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 I.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 I.d. of this section.
  - **c.** (I) 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-1", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the El Paso Fire Department Headquarters Scope of Work Attachment "A-1", 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-1", furnish electronic copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents arc 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-1", 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-1", furnish to the Owner electronic copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
- **5.** As per Attachment "D-1", furnish to the Owner electronic 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-1", 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-1", deliver electronic copies of all addenda to the Owner for appropriate action.

- 5. As identified in Attachment "A-1", 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 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-1", the Consultant will stake one set of control stakes for the construction contractor.
- Visit each construction site as to established by Owner in accordance with the 4. Consultant's Payment Schedule in Attachment "D-1", 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 (10) 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.
- 7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
- 8. Conduct with the Owner and construction contractor no more than two (2) 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 (2) 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 (2) 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 electronic copies of "record" drawings showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Owner and/or 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 estimates 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 (25%) 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 (10%) 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" & "D-1"

#### ATTACHMENT "D"

#### El Paso Police Department Headquarters Payment and Deliverable Schedules

For the project known as "ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed \$4,058,587 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 as a lump sum after completion of each task. The owner shall make paments upon presentation of the Consultant's Detailed invoice and acompanying summary and progress report and Owner's written approval

Phase Totals Basic + Supplemental Services
0112 (47
\$113,645
\$689,489
\$969,851
\$789,381
\$298,654
\$92,220
\$840,880
\$64,458
\$3,858,577
\$127,500
\$72,510
\$4,058,587

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 "D-1"**

### EL PASO FIRE DEPARTMENT HEADQUARTERS PAYMENT AND DELIVERABLES SCHEDULE

For the project known as "ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO FIRE DEPARTMENT HEADQUARTERS", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed \$409,318.00 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-1". Payment shall be made as a lump sum after completion of each task. The owner shall make payments upon presentation of the Consultant's detailed invoice, accompanying summary, progress report and Owner's written approval

Basic Services	Phase Totals Basic+ Supplemental Services
Programming - Pre-Design	\$39,812
Schematic Design (30% Design)	\$90,987
Design Development (60% Design)	\$90,250
Final Design (90% CD)	\$93,076
Final Design (100% CD)	\$31,782
<b>Bidding &amp; Permitting</b>	\$11,236
<b>Construction Administration</b>	\$163,716
Closeout	\$12,290
Total	\$405,648
Supplemental Engineering Services	
	\$0
Reimbursable Expenses	\$3,670
Grand Total	\$409,318

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B-1"**. The time shown in **Attachment "B-1"** 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 **electronic copies** of the Preliminary Study and Report shall be submitted within thirty-five (35) **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 in concurrence with the "Architect and Engineering Services For The El Paso Police Department Headquarters" Agreement Attachment "C" and Attachment "D".

#### PHASE II-PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed in concurrence with the "Architect and Engineering Services For The El Paso Police Department Headquarters" Agreement Attachment "C" and Attachment "D".

#### PHASE III-FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed in concurrence with the "Architect and Engineering Services For The El Paso Police Department Headquarters" Agreement Attachment "C" and Attachment "D".

#### PHASE IV-BIDDING PHASE

Provide services as authorized by Owner during construction phase as described in and in concurrence with the "Architect and Engineering Services For The El Paso Police Department Headquarters" Agreement Attachment "C" and Attachment "D".

#### PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in and in concurrence with the "Architect and Engineering Services For The El Paso Police Department Headquarters" Agreement Attachment "C" and Attachment "D".

### Attachment "E" Insurance Certificate



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2024

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. 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: Eloise Hughes		
Professional Liability Insurers, Inc. Higginbotham Insurance Agency, I		PHONE (A/C, No. Ext): 505-822-8114	FAX (A/C, No): 505-822	-0341
6101 Moon Street NE Ste 1000	IIIC.	ADDRESS: ehughes@higginbotham.net		
Albuquerque NM 87111		INSURER(S) AFFORDING COVE	RAGE	NAIC#
	License#: 2081754	INSURER A: Continental Casualty Company		20443
INSURED	DEKKLTD-01	INSURER B: Travelers Casualty And Surety	Company Of America	31194
Dekker, LLC 108 S. Stanton St		INSURER C:		
First Floor		INSURER D:		
El Paso TX 79901		INSURER E :		
	//	INSURER F:		
ACUEDA OFO	SERTIFICATE MUNICIPAL AND ASSESSED.			

COVERAGES	CERTIFICATE NUMBER: 1743837730	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.

SR		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	7012574490	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$ 2,000,000
1	CLAIMS-MADE A OCCUR					PREMISES (Ea occurrence)  MED EXP (Any one person)	\$ 1,000,000 \$ 10.000
1						PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY	Υ	7012517254	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
1	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY	D NON-OWNED		PROPERTY DAMAGE (Per accident)	\$		
							\$
	X UMBRELLA LIAB X OCCUR		7012574781	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED X RETENTION\$ 10,000						s
	WORKERS COMPENSATION		6080092607	1/1/2024	1/1/2025	X PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)	atory in NH)			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
3	Professional Liability		106644542	1/1/2024	1/1/2025	Each Claim Aggregate	3,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is additional insured with respect to General & Auto Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION

City of El Paso 218 N. Campbell, 2nd Floor El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE** 

#### 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.
"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
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	

**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	1/0/180/28	
District 1	B B	
District 2		
District 3	138	
District 4	1 200000	
District 5		
District 6	A A	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:	must 1	lotton	Date:	
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11 +

### El Paso, TX

### Legislation Text

File #: 24-1609, Version: 1

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

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

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

#### **District 3**

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.

That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A).

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

AGENDA DATE: December 3, 2024 PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicholas Ybarra, (915) 212-6000
<b>DISTRICT(S) AFFECTED:</b> 1, 2, 3, 4, 5, 6, 8
STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso
SUBGOAL:
SUBJECT: That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A).
BACKGROUND / DISCUSSION: N/A
PRIOR COUNCIL ACTION: N/A  AMOUNT AND SOURCE OF FUNDING: N/A
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YESNO
PRIMARY DEPARTMENT: Environmental Services Department SECONDARY DEPARTMENT:
**************************************
DEPARTMENT HEAD: A las H Mayer

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

# ATTACHMENT A SOLID WASTE LIENS

### December 3, 2024

Address	Owner of Record	Amount	District
5737 VALLEY LAUREL ST	RAMIREZ SARA V	\$556.00	1
515 N GRAMA ST	NEWMAN RUBY A (LE) & LUNA RAY R	\$357.00	2
D361-999-0110-6600	MILLENDER JUSTIN F & MARIA MILLENDER REVOCABLE TRUST	\$611.50	2
7622 MATAMOROS DR	WOODS DOROTHY M	\$362.50	3
7739 ADOBE DR	TARANGO EUGENIO E	\$355.00	3
10661 BIRTHSTONE DR	PRANGER ISABEL G	\$368.00	3
236 POLO INN RD	POLO INN INVESTMENT LLC	\$367.50	3
521 EMERSON ST	NAVA JUAN D D & 1	\$358.00	3
5583 HUNT CT	JUAREZ BENITO & LORENZA R	\$357.00	3
233 ASPEN RD	RAMOS MARIA I (LE) & RAYMUNDO	\$358.00	3
5748 DALHART DR	MOOD OLIVER N & VALLIE M	\$453.50	4
10060 GALVESTON DR	GLEICH MARGARETHE	\$2,870.00	4
10737 SUNSTONE ST	PRATT TIMOTHY W	\$641.50	4
11644 N GATEWAY BLVD	PEPE'S CAR WASH L L C	\$423.50	4
4909 ROUND ROCK DR	MONTAGUE SOCORRO	\$1,542.50	4
3208 PERUVIAN PASO DR	SMITH JESSICA D	\$351.00	5
11989 BELFRY PARK DR	RENTERIA ADAN	\$338.00	6
3308 FRUTAS AVE	VIZCARRA MARIO A & MIRIAM R	\$945.00	8
101 CAMILLE DR	LUEVANO JUAN A	\$374.00	8
2909 CYPRESS AVE	NAVA ROBERT & MANUELA D	\$403.50	8
M327-999-0120-1400	LUCAS PAULA E	\$369.00	8

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RAMIREZ SARA 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:

5737 Valley Laurel St, more particularly described as Lot 10, Block 11, Valley Creek #2 Subdivision, City of El Paso, El Paso County, Texas, PID #V138-999-0110-1000

to be \$556.00, 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 23<sup>rd</sup> day of August, 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 FIVE HUNDRED FIFTY SIX AND 00/100 DOLLARS (\$556.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of	, 2024.
	CITY OF EL PASO	
	Oscar Leeser Mayor	
ATTEST:		
Laura D. Prine		
City Clerk		

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Juan S. Gonzalez Assistant City Attorney Nicholas Ybarra, P.E., Director Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

#### ACKNOWLEDGEMENT

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before reby Oscar Leeser, as Mayor, of the City of El Paso.	me on this day of, 2024,
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

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

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

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

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

515 N Grama St, more particularly described as Lots 17 & 18 (7000 Sq Ft), Block 59, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0590-6100

to be \$357.00, 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 24<sup>th</sup> day of August, 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 SEVEN AND 00/100 DOLLARS (\$357.00) to be a lien on the above described property, said amount being due and payable within

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

	-
PASSED AND APPROVED this	day of, 2024.
	CITY OF EL PASO
	Oscar Leeser
	Mayor
ATTEST:	
Laura D. Prine	
City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
SAN	Michalas H. Glanna
Juan S. Gonzalez	Nicholas Ybarra, P.E., Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

**Environmental Services Department** 

Senior Assistant City Attorney

#### ACKNOWLEDGEMENT

PREPARED IN THE OFFICE OF:		
My Commission Expires:		
	Notary Public, State of Texas Notary's Printed or Typed Name:	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pa	aso.	)24,
COUNTY OF EL PASO )		
STATE OF TEXAS )		

### Office of the City Attorney P.O Box 1890

El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MILLENDER JUSTIN F & MARIA MILLENDER REVOCABLE TRUST, 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:

0 Robert, more particularly described as Lot 33, Block 11, Del Norte Acres Subdivision, City of El Paso, El Paso County, Texas, PID #D361-999-0110-6600

to be \$611.50, 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 17<sup>th</sup> day of August, 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 ELEVEN AND 50/100 DOLLARS (\$611.50) 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.

PASSED AND 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:

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

**Environmental Services Department** 

Assistant City Attorney

#### ACKNOWLEDGEMENT

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged bef by Oscar Leeser, as Mayor, of the City of El P	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

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

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

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

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

7622 Matamoros Dr, more particularly described as Lot 23, Block 40, Hacienda Heights #5 Subdivision, City of El Paso, El Paso County, Texas, PID #H012-999-0400-4500

to be \$362.50, 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 8<sup>th</sup> day of August, 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 SIXTY TWO AND 50/100 DOLLARS (\$362.50) 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.

PASSED AND APPROVED this	day of, 2024.	
	CITY OF EL PASO	
	Oscar I eeser	
ΓΤEST:	Mayor	
tura D. Prine ty Clerk	<del>-</del>	
PPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
S Congolog	Mulalas H. Glarma Nicholas Yharra D.E. Director	
ty Clerk	_	

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

Environmental Services Department

Senior Assistant City Attorney

#### ACKNOWLEDGEMENT

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged be by Oscar Leeser, as Mayor, of the City of El F	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TARANGO EUGENIO 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:

7739 Adobe Dr, more particularly described as TR 2 (5289.00 Sq Ft), ADOBE COURT Subdivision, City of El Paso, El Paso County, Texas, PID #A169-999-0010-0600

to be \$355.00, 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 September, 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 FIVE AND 00/100 DOLLARS (\$355.00) to be a lien on the above described property, said amount being due and payable within

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of	, 2024.
	CITY OF EL PASO	
ATTEST:	Oscar Leeser Mayor	
Laura D. Prine City Clerk		

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Senior Assistant City Attorney

Nicholas Ybarra, P.E., Director Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

#### ACKNOWLEDGEMENT

STATE OF TEXAS	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pa	• •
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PRANGER ISABEL 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:

10661 Birthstone Dr, more particularly described as Lot 23, Block 12, Pebble Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #P654-999-0120-4500

to be \$368.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7<sup>th</sup> day of August, 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 SIXTY EIGHT AND 00/100 DOLLARS (\$368.00) to be a lien on the above described property, said amount being due and payable within

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND 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:
Juan S. Gonzalez Senior Assistant City Attorney	Mulalas H. Ylanna Nicholas Ybarra, P.E., Director Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

#### ACKNOWLEDGEMENT

STATE OF TEXAS	
COUNTY OF EL PASO )	
This instrument was acknowledged befo by Oscar Leeser, as Mayor, of the City of El Pas	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, POLO INN INVESTMENT 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:

236 Polo Inn Rd, more particularly described as S 156 FT OF 21 BEG 140.78 FT S OF NWC (1.3638 ACRES), DORBANDT Subdivision, City of El Paso, El Paso County, Texas, PID #D761-999-0010-9100

to be \$367.50, 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 30<sup>th</sup> day of August, 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 SIXTY SEVEN AND 50/100 DOLLARS (\$367.50) 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.

PASSED AND 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:
- SAIL	Hulalas H Ylanus

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

Nicholas Ybarra, P.E., Director Environmental Services Department

Juan S. Gonzalez

Senior Assistant City Attorney

#### ACKNOWLEDGEMENT

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Paso.	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

### Office of the City Attorney

P.O Box 1890 El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NAVA JUAN D D & 1, 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:

521 Emerson St, more particularly described as N 72.19 Ft Of 5, Block 2, North Loop Gardens #1 Subdivision, City of El Paso, El Paso County, Texas, PID #N442-999-0020-5300

to be \$358.00, 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 9<sup>th</sup> day of August, 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 EIGHT AND 00/100 DOLLARS (\$358.00) to be a lien on the above described property, said amount being due and payable within

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	, day of, 2024.
	CITY OF EL PASO
ATTECT	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
S. Sily	Michalas H. Glarma
Juan S. Gonzalez	Nicholas Ybarra, P.E., Director
Senior Assistant City Attorney	Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged befor by Oscar Leeser, as Mayor, of the City of El Pase	· · · · · · · · · · · · · · · · · · ·
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

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

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

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

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

5583 Hunt Ct, more particularly described as Lot 30 (6600.00 Sq Ft), Block 2, Alta Mira Subdivision, City of El Paso, El Paso County, Texas, PID #A490-999-0020-5900

to be \$357.00, 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, 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 SEVEN AND 00/100 DOLLARS (\$357.00) to be a lien on the above described property, said amount being due and payable within

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	, day of, 2024.
	CITY OF EL PASO
A TTECT.	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
5 Dily	Michalas H. Ylanna
Juan S. Gonzalez	Nicholas Ybarra, P.E., Director
Senior Assistant City Attorney	Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

PREPARED IN THE OFFICE OF:	
My Commission Expires:	
	Notary Public, State of Texas Notary's Printed or Typed Name:
This instrument was acknowledged ber by Oscar Leeser, as Mayor, of the City of El P	Paso.
COUNTY OF EL PASO )	
STATE OF TEXAS	

### Office of the City Attorney P.O Box 1890

El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RAMOS MARIA I (LE) & RAYMUNDO, 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:

233 Aspen Rd, more particularly described as Lot 41 (4860.00 Sq Ft), Block 25, Cedar Grove Park Replat Subdivision, City of El Paso, El Paso County, Texas, PID #C301-999-0250-8100

to be \$358.00, 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 September, 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 EIGHT AND 00/100 DOLLARS (\$358.00) to be a lien on the above described property, said amount being due and payable within

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of
	Ocean Leggar
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
SAL	4 1 1 4 11

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

Nicholas Ybarra, P.E., Director

**Environmental Services Department** 

Juan S. Gonzalez

**Assistant City Attorney** 

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Paso.	me on this day of, 2024,
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

Office of the City Attorney P.O Box 1890 El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

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

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

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

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

5748 Dalhart Dr, more particularly described as Lot 35 Exc Ely 20 Ft & Ely 10 Ft Of 34 (7481 Sq Ft), Block 26, Sarah Anne Park #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S162-999-0260-6900

to be \$453.50, 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 7<sup>th</sup> day of August, 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 FIFTY THREE AND 50/100 DOLLARS (\$453.50) 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.

PASSED AND APPROVED this	day of
	CITY OF EL PASO
	Oscar Leeser Mayor
ATTEST:	inay or
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
SAH	Hichard H. Glanna
Juan S. Gonzalez	Nicholas Ybarra, P.E., Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

Environmental Services Department

Senior Assistant City Attorney

STATE OF TEXAS	
COUNTY OF EL PASO )	
This instrument was acknowledged befo by Oscar Leeser, as Mayor, of the City of El Pas	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GLEICH MARGARETHE, 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:

10060 Galveston Dr, more particularly described as Lot 2 (7600 Sq Ft), Block 9, Mystic Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M996-999-0090-0300

to be \$2870.00, 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 1<sup>st</sup> day of August, 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 EIGHT HUNDRED SEVENTY AND 00/100 DOLLARS (\$2870.00) to be a lien on the above described property, said amount being due and

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2024.
	CITY OF EL PASO
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Juan S. Gonzalez	Hulalas H. Ylanna Nicholas Ybarra, P.E., Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

Environmental Services Department

Senior Assistant City Attorney

PREPARED IN THE OFFICE OF:	
My Commission Expires:	
	Notary Public, State of Texas Notary's Printed or Typed Name:
This instrument was acknowledged ber by Oscar Leeser, as Mayor, of the City of El P	Paso.
COUNTY OF EL PASO )	
STATE OF TEXAS	

### Office of the City Attorney P.O Box 1890

El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

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

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

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

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

10737 Sunstone St, more particularly described as Lot 33, Block 6, Shearman #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S363-999-0060-6500

to be \$641.50, 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 29<sup>th</sup> day of August, 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 FORTY ONE AND 50/100 DOLLARS (\$641.50) 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.

1 1 1	•
PASSED AND 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:

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

**Environmental Services Department** 

Senior Assistant City Attorney

PREPARED IN THE OFFICE OF:	
My Commission Expires:	
	Notary Public, State of Texas Notary's Printed or Typed Name:
This instrument was acknowledged ber by Oscar Leeser, as Mayor, of the City of El P	Paso.
COUNTY OF EL PASO )	
STATE OF TEXAS	

### Office of the City Attorney P.O Box 1890

El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

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

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

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

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

11644 N Gateway Blvd, more particularly described as Pt Of 20 Beg 142.12 Ft Sly Of Nwly Cor (164.41' On Nly-108.18' On Ely-Irreg On Sly-241' On St), Block 24, Pleasant Hills #5 Subdivision, City of El Paso, El Paso County, Texas, PID #P863-999-0240-2050

to be \$423.50, 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 August, 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 THREE AND 50/100 DOLLARS (\$423.50) 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.

PASSED AND 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:
Juan S. Gonzalez Senior Assistant City Attorney	Micholas Ybarra, P.E., Director Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before a by Oscar Leeser, as Mayor, of the City of El Paso.	me on this day of, 2024,
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MONTAGUE SOCORRO, 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:

4909 Round Rock Dr, more particularly described as Lot 29 & W 3 Ft Of 28 (6732.00 Sq Ft), Block 13, Pleasant Hills Subdivision, City of El Paso, El Paso County, Texas, PID #P863-999-0130-5700

to be \$1542.50, 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 30<sup>th</sup> day of August, 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 ONE THOUSAND FIVE HUNDRED FORTY TWO AND 50/100 DOLLARS (\$1542.50) 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.

day of, 2024.	
CITY OF EL PASO	
Oscar Leeser	
Mayor	
APPROVED AS TO CONTENT:	
Mulalas H. Ylanna Nicholas Ybarra, P.E., Director	
	Oscar Leeser Mayor

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

Environmental Services Department

Assistant City Attorney

PREPARED IN THE OFFICE OF:	
My Commission Expires:	
	Notary Public, State of Texas Notary's Printed or Typed Name:
This instrument was acknowledged ber by Oscar Leeser, as Mayor, of the City of El P	Paso.
COUNTY OF EL PASO )	
STATE OF TEXAS	

### Office of the City Attorney P.O Box 1890

El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SMITH JESSICA D, 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:

3208 Peruvian Paso Dr, more particularly described as Lot 13, Block 347, Tierra Del Este #67 Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-3470-1300

to be \$351.00, 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 2<sup>nd</sup> day of August, 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 ONE AND 00/100 DOLLARS (\$351.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of	, 2024.
	CITY OF EL PASC	)
ATTEST:	Oscar Leeser Mayor	
Laura D. Prine City Clerk		

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Hichard H. Glanna

Juan S. Gonzalez Assistant City Attorney Nicholas Ybarra, P.E., Director Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS		
COUNTY OF EL PASO )		
This instrument was ack by Oscar Leeser, as Mayor, of t	wledged before me on this day of City of El Paso.	, 2024,
	Notary Public, State of Texas Notary's Printed or Typed Name:	
My Commission Expires:		
PREPARED IN THE OFFICE		

#### PREPARED IN THE OFFICE OF:

Office of the City Attorney P.O Box 1890 El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RENTERIA ADAN, 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:

11989 Belfry Park Dr, more particularly described as Lot 45 (4893.00 Sq Ft), Block 49, Vista Real #4 Subdivision, City of El Paso, El Paso County, Texas, PID #V927-999-0490-4500

to be \$338.00, 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<sup>th</sup> day of August, 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 EIGHT AND 00/100 DOLLARS (\$338.00) to be a lien on the above described property, said amount being due and payable within

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2024.
	CITY OF EL PASO
ATTEST.	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
5 Ajh	Hichards H. Ylama
Juan S. Gonzalez	Nicholas Ybarra, P.E., Director
Senior Assistant City Attorney	Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged bef by Oscar Leeser, as Mayor, of the City of El P	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

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

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

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

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

3308 Frutas Ave, more particularly described as Lots 27 & 28 (7000 Sq Ft), Block 21, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0210-6900

to be \$945.00, 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 9<sup>th</sup> day of August, 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 NINE HUNDRED FORTY FIVE AND 00/100 DOLLARS (\$945.00) to be a lien on the above described property, said amount being due and payable within

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of
	CITY OF EL PASO
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

**Environmental Services Department** 

Assistant City Attorney

STATE OF TEXAS	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pa	• •
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LUEVANO JUAN 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:

101 Camille Dr, more particularly described as Lot 444 (7980 Sq Ft), Block 30, Coronado Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #C818-999-0300-4500

to be \$374.00, 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 31<sup>st</sup> day of August, 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 FOUR AND 00/100 DOLLARS (\$374.00) to be a lien on the above described property, said amount being due and payable within

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2024.
	CITY OF EL PASO
	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Juan Conzalez	Muhalas H. Ylarma Nicholas Vharra P.E. Director
Juan S. Gonzalez	Nicholas Ybarra, P.E., Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

**Environmental Services Department** 

Assistant City Attorney

My Commission Expires:  PREPARED IN THE OFFICE OF:		
MacCananianian Francisco		
	Notary Public, State of Texas Notary's Printed or Typed Name:	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pa		, 2024,
COUNTY OF EL PASO )		
STATE OF TEXAS )		

### Office of the City Attorney

P.O Box 1890 El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NAVA ROBERT & MANUELA D, 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:

2909 Cypress Ave, more particularly described as Lot 5 (3500 Sq Ft), Block P-1, Garden Subdivision, City of El Paso, El Paso County, Texas, PID #G126-999-0020-1700

to be \$403.50, 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 31<sup>st</sup> day of August, 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 THREE AND 50/100 DOLLARS (\$403.50) 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.

PASSED AND 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:	
Juan S. Gonzalez	Micholas H. Ylanna Nicholas Ybarra, P.E., Director	

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

**Environmental Services Department** 

Assistant City Attorney

#### ACKNOWLEDGEMENT

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged bef by Oscar Leeser, as Mayor, of the City of El P	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

## Office of the City Attorney

P.O Box 1890 El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

#### RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LUCAS PAULA 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:

0 Le Conte, more particularly described as Lot 14 2015.17 Sq Ft, Block 12, Mesa Del Castillo #4 Subdivision, City of El Paso, El Paso County, Texas, PID #M327-999-0120-1400

to be \$369.00, 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 24<sup>th</sup> day of August, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY NINE AND 00/100 DOLLARS (\$369.00) to be a lien on the above described property, said amount being due and payable within

1

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

- The City Clerk is directed to give notice of the lien by filing a copy of this 3. Resolution for record with the County Clerk.
- All records of the City Clerk's office relating to the proceeding against the above 4. described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2024.
	CITY OF EL PASO
ATTEST:	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine	
City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
SAH	Hulalas H. Ylanna
Juan S. Gonzalez	Nicholas Ybarra, P.E., Director
Senior Assistant City Attorney	Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

#### ACKNOWLEDGEMENT

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pas	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

# ATTACHMENT A SOLID WASTE LIENS

# December 3, 2024

Address	Owner of Record	Amount	District
5737 VALLEY LAUREL ST	RAMIREZ SARA V	\$556.00	1
515 N GRAMA ST	NEWMAN RUBY A (LE) & LUNA RAY R	\$357.00	2
D361-999-0110-6600	MILLENDER JUSTIN F & MARIA MILLENDER REVOCABLE TRUST	\$611.50	2
7622 MATAMOROS DR	WOODS DOROTHY M	\$362.50	3
7739 ADOBE DR	TARANGO EUGENIO E	\$355.00	3
10661 BIRTHSTONE DR	PRANGER ISABEL G	\$368.00	3
236 POLO INN RD	POLO INN INVESTMENT LLC	\$367.50	3
521 EMERSON ST	NAVA JUAN D D & 1	\$358.00	3
5583 HUNT CT	JUAREZ BENITO & LORENZA R	\$357.00	3
233 ASPEN RD	RAMOS MARIA I (LE) & RAYMUNDO	\$358.00	3
5748 DALHART DR	MOOD OLIVER N & VALLIE M	\$453.50	4
10060 GALVESTON DR	GLEICH MARGARETHE	\$2,870.00	4
10737 SUNSTONE ST	PRATT TIMOTHY W	\$641.50	4
11644 N GATEWAY BLVD	PEPE'S CAR WASH L L C	\$423.50	4
4909 ROUND ROCK DR	MONTAGUE SOCORRO	\$1,542.50	4
3208 PERUVIAN PASO DR	SMITH JESSICA D	\$351.00	5
11989 BELFRY PARK DR	RENTERIA ADAN	\$338.00	6
3308 FRUTAS AVE	VIZCARRA MARIO A & MIRIAM R	\$945.00	8
101 CAMILLE DR	LUEVANO JUAN A	\$374.00	8
2909 CYPRESS AVE	NAVA ROBERT & MANUELA D	\$403.50	8
M327-999-0120-1400	LUCAS PAULA E	\$369.00	8

## El Paso, TX

#### **Legislation Text**

File #: 24-1647, Version: 1

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

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

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

#### **District 2**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Jose Beltran, (915) 212-1607

#### AGENDA LANGUAGE:

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

A Resolution approving a Detailed Site Development Plan for Lots 24 through 27, plus the west 20 feet of Lot 23 and the east 5 feet of Lot 28, Block 47, Third Amended Map of Highland Park, 2110 San Diego Avenue, City of El Paso, El Paso County, Texas pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed detailed site plan 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: 2110 San Diego Ave. Applicant: Beatriz Blanco, PZDS24-00006

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

AGENDA DATE: December 3, 2024

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

Jose Beltran, (915) 212-1607

**DISTRICT(S) AFFECTED**: District 2

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

#### **SUBJECT:**

A Resolution approving a Detailed Site Development Plan for Lots 24 through 27, plus the west 20 feet of Lot 23 and the east 5 feet of Lot 28, Block 47, Third Amended Map of Highland Park, 2110 San Diego Avenue, City of El Paso, El Paso County, Texas pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed detailed site plan 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: 2110 San Diego Ave. Applicant: Beatriz Blanco, PZDS24-00006

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

The applicant is requesting approval of a Detailed Site Development Plan to allow for a duplex use. City Plan Commission recommended 8-0 to approve the proposed Detailed Site Development Plan on October 3, 2024. As of November 19, 2024, the Planning Division has received one phone call in opposition to the Detailed Site Development request. See attached staff report for additional information.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT: N/A** 

*****	************REQUIRED AUTHORIZATION**************
DEPARTMENT HEAD:	Philip Fine

#### RESOLUTION

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR LOTS 24 THROUGH 27, PLUS THE WEST 20 FEET OF LOT 23 AND THE EAST 5 FEET OF LOT 28, BLOCK 47, THIRD AMENDED MAP OF HIGHLAND PARK, 2110 SAN DIEGO AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, BEATRIZ BLANCO, (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval as per Section 20.04.150. The detailed site development plan is subject to the development standards in the A-2/sc (Apartment/special contract) **District** regulations and subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"** and is incorporated herein by reference for all purposes; and,

WHEREAS, a report was made by the staff to the City Plan Commission and a public hearing was held regarding such application;

WHEREAS, the City Plan Commission has approved and herein recommends Council approval of the subject detailed site development plan; and

**WHEREAS**, the City Council finds that the detailed site development plan meets all applicable requirements of the El Paso City Code:

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

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to **permit a Duplex (two-family dwelling)** as required under the **A-2/sc (Apartment/special contract)** District as per Section **20.04.150**, on the following described property, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference, which is located in an **A-2/sc (Apartment/special contract)** District:

LOTS 24 THROUGH 27 PLUS THE WEST 20 FEET OF LOT 23 AND THE EAST 5 FEET OF LOT 28, BLOCK 47, THIRD AMENDED MAP OF HIGHLAND PARK, 2110 SAN DIEGO STREET, *City of El Paso, El Paso County, Texas*.

2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit "B"** and incorporated herein by reference.

- 3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the A-2/sc (Apartment/special contract) District regulations.
- 4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the A-2/sc (Apartment/special contract) District. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.
- 5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

APPROVED this	day of	, 2024.
		THE CITY OF EL PASO
		Oscar Leeser
ATTEST:		Mayor
Laura D. Prine City Clerk	_	
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Russel T. Abe	ln	Philip (tiwa
Russell T. Abeln		Philip Ctive Philip F. Etiwe, Director
Assistant City Attorney		Planning & Inspections Department

(Agreement on following page)

#### DEVELOPMENT AGREEMENT

By execution hereof, Beatriz Carrillo Blanco aka Beatriz Blanco, ("Owner"), identified in the Resolution to which this Development Agreement is attached, hereby covenant and agree, to develop the above-described property in accordance with the approved Detailed Site Development Plan, and in accordance with the standards applicable to the A-2/sc (Apartment/special contract) District located within the City of El Paso.

EXECUTED this // +h- day of NOVEMBER, 2024.
Beatriz Carrillo Blanco aka Beatriz Blanco
ACKNOWLEDGMENT
THE STATE OF TEXAS )  COUNTY OF EL PASO )  This instrument is acknowledged before me on this // day of // NOVEMBER , 2024, by , in his legal capacity on behalf of Beatriz Carrillo
Blanco aka Beatriz Blanco.
Notary Public, State of Texas
My Commission Expires:
03-26-25

MARIANO ADAME
Notary Public, State of Texas
Comm. Expires 03-26-2025
Notary ID 133002025

September 13, 2022

Exhibit "A"

METES AND BOUNDS DESCRIPTION

2110 San Diego Avenue Exhibit "A"

**FIELD NOTE DESCRIPTION** of All of Lots 24 through 27, Plus the West 20 feet of Lot 23 and the East 5 Feet of Lot 28, Block 47, Third Amended Map of Highland Park Addition, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found City Monument 10 feet offset northeast of the center right-of-way line intersection of San Diego Street (70' R.O.W) and Indian Street (70' R.O.W.); THENCE, leaving said City Monument along a monument line 10 feet offset of San Diego Street center right-of-way line, North 90°00'00" West, a distance of 670.00 feet to a point; THENCE, leaving said monument line, South 00°00'00" West, a distance of 45.00 feet to a found nail for corner along said southerly right-of-way line of San Diego Street and Lot 23, same being the POINT OF BEGINNING of the herein described parcel;

**THENCE**, leaving said southerly right-of-way line of San Diego Street, South 00°00'00" West, a distance of 120.00 feet to a point for corner along the common boundary line of the northerly right-of-way line of a 20' Alley and Lot 23;

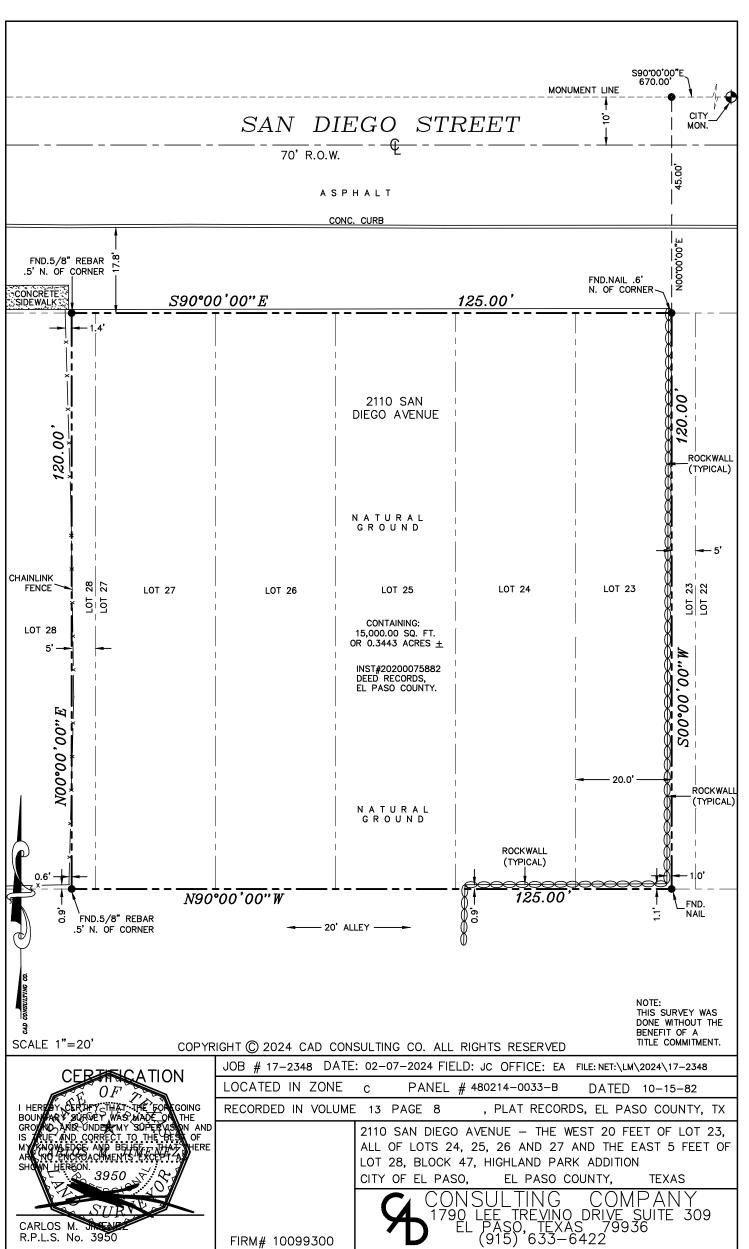
**THENCE**, leaving along said Common boundary line of the northerly right-of-way line of a 20' Alley and Lots 23 through 28, North 90°00'00" West, a distance of 125.00 feet to a found 5/8 rebar for corner along the common boundary line of the northerly right-of-way line of a 20' Alley and Lot 28;

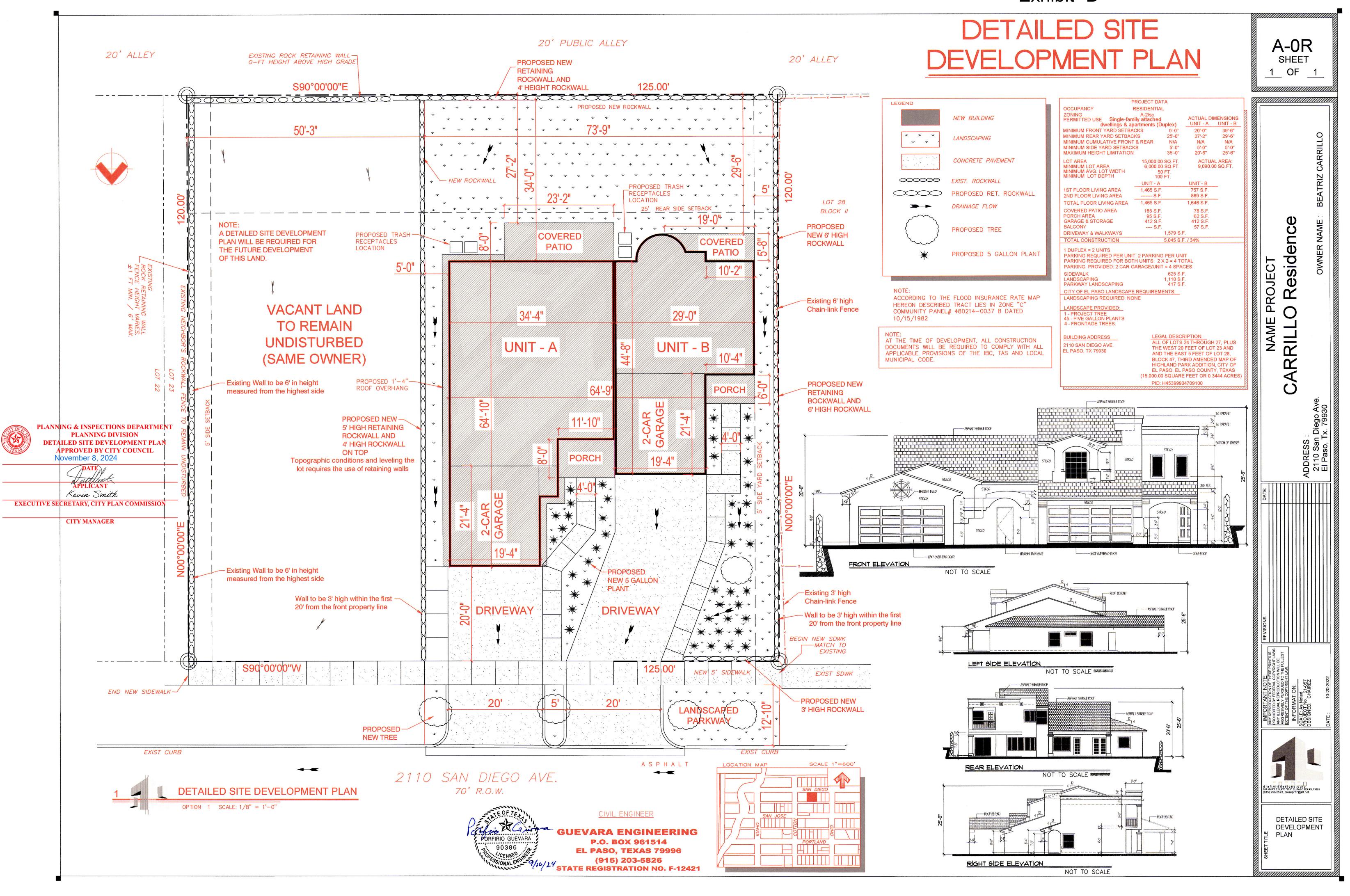
**THENCE**, leaving said common boundary line, North 00°00'00" East, a distance of 120.00 feet to a found 5/8 rebar for corner along said southerly right-of-way line of San Diego Street;

**THENCE**, along said southerly right-of-way line of San Diego Street and Lots 23 to 28, South 90°00'00" East, a distance of 125.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 15,000.00 square feet or 0.3444 acres of land more or less.

CAD Consulting Co. 1790 Lee Trevino Drive. Suite 309 El Paso, Texas 79936 (915) 633-6422 I:\M&B\2022\22-1984\_.wpd







# 2110 San Diego

City Plan Commission — October 3, 2024 REVISED  $\square$ 



CASE NUMBER: PZDS24-00006

CASE MANAGER: Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov

**PROPERTY OWNER: REPRESENTATIVE:**Beatriz Carrillo Blanco
Denise. M Vedder

LOCATION: 2110 San Diego Avenue (District 2)

**PROPERTY AREA:** 0.34 acres

**REQUEST:** Detailed Site Development Plan Approval per Ordinance No. 5058

RELATED APPLICATIONS: None

PUBLIC INPUT:

As of October 3, 2024, received one (1) phone call in opposition to

the request

**SUMMARY OF REQUEST:** The applicant is requesting approval of a Detailed Site Development Plan review as required per Ordinance No. 5058, dated February 7, 1974, requiring approval from both the City Plan Commission and City Council prior to issuance of building permits. The applicant proposes to develop the subject property as a duplex.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **Approval** of the request. The proposed use is permissible by right in the A-2/sc (Apartment/special contract) zone district and is compatible with surrounding residential uses. The proposed development meets the requirements of the El Paso City Code Section 20.04.150 Detailed Site Development Plan. Furthermore, the development complies with the G-2, Traditional Neighborhood (Walkable) future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.



Figure A. Site Plan Superimposed on Aerial Imagery

**DESCRIPTION OF REQUEST:** The applicant is requesting approval of a Detailed Site Development Plan as required per Ordinance No. 5058, dated February 7, 1974, which requires approval from both the City Plan Commission and City Council prior to issuance of building permits. The Detailed Site Development Plan shows the development of a 0.34-acre lot for the proposed use of a duplex located at 2110 San Diego Avenue. Unit A will contain 1,456 square feet of living area and will be one-story while Unit B will contain 1,646 square feet of living area and be two stories. Each unit is meeting required parking requirements and pedestrian pathways will connect each unit to the proposed sidewalk. Also shown is the portion of the lot that will remain undeveloped with a note indicating that any future development will require approval of a Detailed Site Development Plan. Access to the subject property is proposed from San Diego Avenue.

**PREVIOUS CASE HISTORY:** Ordinance No. 5058 (Attachment 3), dated February 7, 1974, changed the zoning from R-5 (Residential) to A-2 (Apartment) with the following special contract conditions (conditions to this application noted):

- 1) No building permits shall be issued for construction on the property until all of the following conditions have been met:
  - A. Site development and architectural plans of the proposed development must be reviewed and approved by the City Plan Commission of the City of El Paso. Such plans shall conform substantially with the architectural rendering dated December 17, 1972, entitled "Magnolia Manor Nursing Home. Such rendering is on file in the records of the City, Plan Commission under Zoning Case No. 122. 3677 and is made part hereof by reference. Any deviation from the rendering must have prior written approval of the City Plan Commission.

Note: Condition No. 2(A) was modified though a Contract Amendment (Attachment 4), dated February 15, 1983, to read:

Site development and architectural plans of the proposed development must be reviewed and approved by the City Plan Commission and City Council prior to the issuance of any building permits.

Note: Condition being satisfied by this request.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed development is compatible with similarly-zoned, abutting residential developments. The adjacent properties to the north are zoned R-5 (Residential) and are single family detached dwellings. The property to the east is a vacant lot zoned R-5 (Residential), and the properties to the south are zoned R-5 (Residential) and A-2/sc (Apartment/special contract) and consist of single-family detached dwellings and a vacant lot. The adjacent property west of the subject property is zoned A-2/sc (Apartment/special contract) and contains a professional office. The nearest school is Moreno Elementary School (0.05 miles) and the nearest park is Roger Brown Ballfield Park (0.57 miles).

# COMPLIANCE WITH THE ZONING ORDINANCE – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:

# Criteria El Paso City Code Section 20.04.140 – When Required. Except as stated herein, a detailed site development plan is required prior to development in a special purpose district or with a special permit application and may be required if a zoning condition exists on a particular piece of property. Detailed site development plans are not required for any projects for development in the Mixed Use District (RMU, GMU and IMU) or for

COMPLIANCE WITH THE ZONING OPPINANCE	Miles and retire whether a present	
COMPLIANCE WITH THE ZONING ORDINANCE – When evaluating whether a proposed		
Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider		
following factors:		
any other projects other than those located in special		
purpose districts or as otherwise required herein.		
Compatibility with Zoning Regulations: The zoning	Yes. The subject property is proposing the use of a	
district permits the proposed use, and all applicable	duplex, which is permitted by right in the A-2	
regulations are met	(Apartment) zone district.	
A-2 (Apartment) District: The purpose of the		
district is to promote and preserve residential		
development within the city associated with a		
landscape more urban in appearance and		
permitting a mixture of housing types. It is		
intended that the district regulations allow for		
medium densities of dwelling units supported by		
higher intensity land uses located at the periphery		
of single-family neighborhoods providing that the		
overall character and architectural integrity of the		
neighborhood is preserved. The regulations of the		
districts will permit building types designed for		
transition from areas of low-density residential		
neighborhoods to other residential areas, and		
certain nonresidential uses and support facilities.		
	PROPERTY AND SURROUNDING PROPERTY, AFTER	
EVALUATING THE FOLLOWING FACTORS:		
Historic District or Special Designations & Study Area	There are no Historic Districts or Special designations	
<b>Plans:</b> Any historic district or other special designations	on the subject property.	
that may be applicable. Any adopted small areas plans,		
including land-use maps in those plans.		
Potential Adverse Effects: Potential adverse effects	There are no anticipated adverse impacts from the	
that might be caused by approval or denial of the	approval of the Detailed Site Development Plan.	
special permit.		
Natural Environment: Anticipated effects on the	The subject property does not involve greenfield or	
natural environment.	environmentally sensitive land or arroyo disturbance.	

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from San Diego Avenue, which is designated as a local street per the City of El Paso's Major Thoroughfare Plan (MTP). The roadway is appropriate to serve the proposed development. There are sidewalks on the adjacent lot to the west of the subject property and the applicant is proposing to install a new 5-foot sidewalk along the front property line. There are no bus stops located within a five-minute walking distance (0.25miles) from the subject property. The nearest bus stop is located on the corner of San Jose Avenue and Dakota Street and is located approximately 0.29 miles from the subject property.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** There are no adverse comments from the reviewing departments.

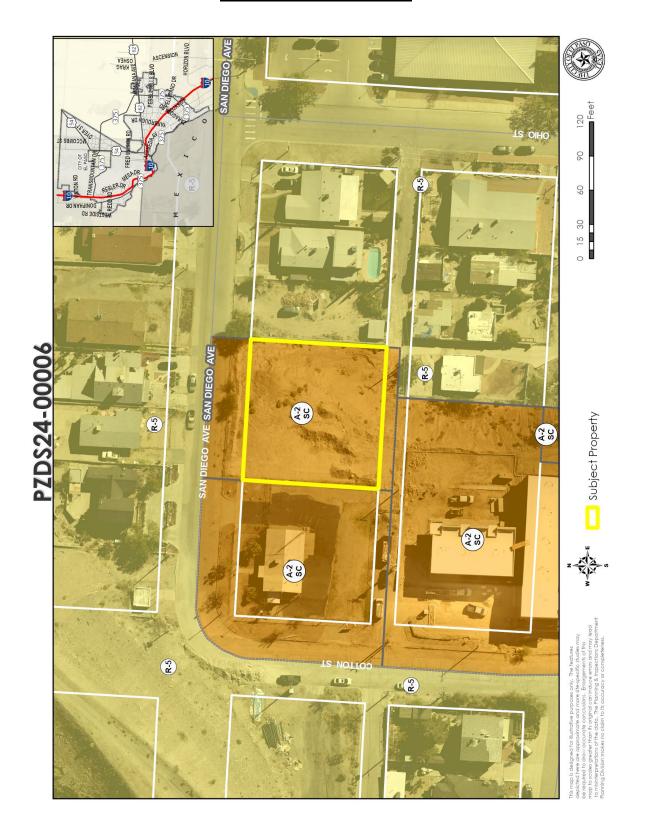
**PUBLIC COMMENT:** Notices are not required per El Paso City Code Section 20.04.150. As of October 3, 2024, the Planning Division has received one (1) phone call in opposition of the request.

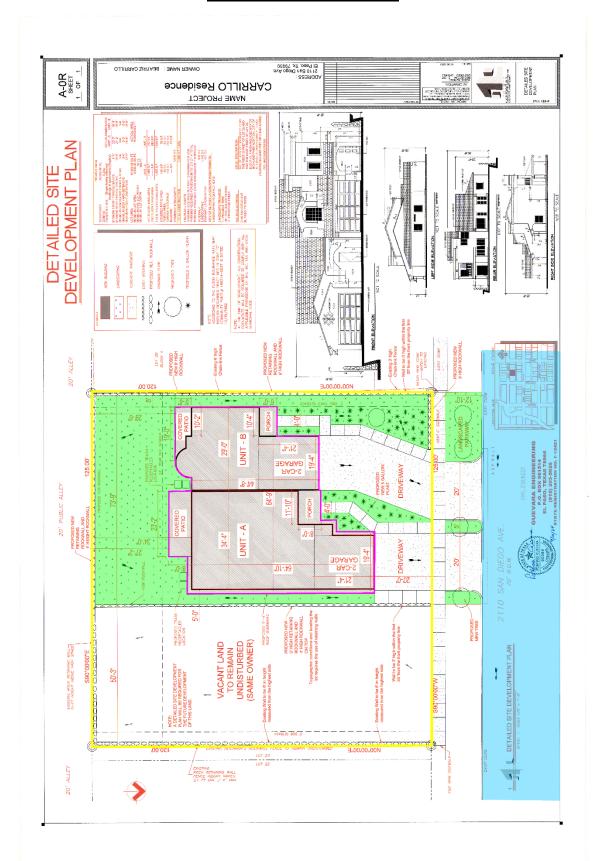
**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

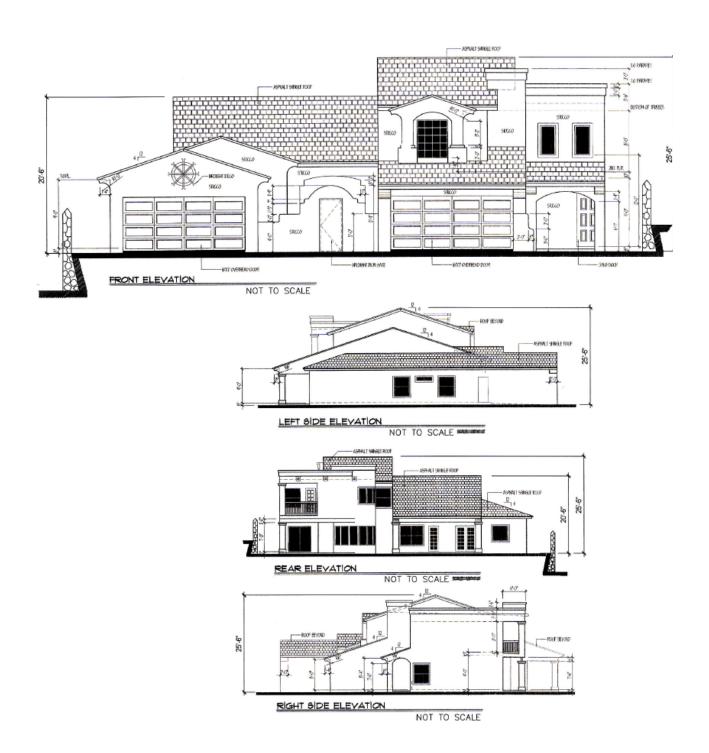
- Approve/Recommend Approval of the Detailed Site Development Plan, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Approve/Recommend Approval of the Detailed Site Development Plan with Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Deny/Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

#### ATTACHMENTS:

- 1. Zoning Map
- 2. Detailed Site Plan
- 3. Elevations
- 4. Contract Amendment, January 22, 1985
- 5. Department Comments







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THE STATE OF TEXAS
COUNTY OF EL PASO

CONTRACT AMENDMENT

WHEREAS, by contract dated February 7, 1974, recorded in Book 503, page 821 of the Deed Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, Magnolia Manor, Inc., E.W. McCracken, H.W. McKinney, the State National Bank of El Paso, and the City of El Paso place certain restrictions, conditions and covenants on Lots 9-16, the west 20 feet of Lot 23, and all of Lots 24-32, Block 47, Highland Park Addition of the City of El Paso, El Paso County, Texas. Said contract is a restriction, condition and covenant running with the land and a charge and servitude thereon, and binding upon the successors in title, and

WHEREAS, by contract amendment dated February 15, 1983, recorded in Book 1373, page 1370 of the Deed Records of El Paso County, Texas, a copy of which is attached hereto marked Exhibit "B" and made a part hereof by reference, Mag-Man Joint Venture and the City of El Paso amended the contract referred to herein as Exhibit "A", and

WHEREAS, First Parties are the successors in title to Magnolia Manor, Inc., and the parties hereto now desire to further amend such contract as hereinafter provided,

NOW, THEREFORE, the Parties do mutually agree as follows:

- 1. In consideration of the premises, the First and Second Parties agree that Restriction No. 2(c) of the contract referred to herein as Exhibit "A" and the contract amendment referred to as Exhibit "B" is hereby amended to read as follows:
  - (c) First Party will, at its expense, have soil tests made by an independent testing laboratory approved by the City Engineer of the City of El Paso and will furnish to the City Engineer test results showing that the load bearing capacity of the property is sufficient for support permanent structures. In addition, First Party shall not construct any permanent structures on the surface of the ground over the easement described in Exhibit "C", a copy of which is attached hereto

and made a part hereof by reference, without the prior approval of the City Engineer of the City of El Paso.

- 2. First and Second Parties agree that restrictions No. 2(d) and (e) of the contract referred to herein as Exhibit "A" and the contract amendment referred to as Exhibit "B" are hereby deleted.
- 3. To the extent not herein amended, the contract referred to herein as Exhibit "A" and the contract amendment referred to herein as Exhibit "B" shall continue in full force and effect.

WITNESS the following signatures and seals:

MAG-MAN JOINT VENTURE
First Parties

Robert E. Kennedy

Robert E. Kennedy

Wesley K. Martin

CITY OF EL PASO
Second Party

ATTESTS

City CYSEP

APPROVED AS TO CONTENT:

Rudy Vilde,
Planning Department

APPROVED AS TO FORM:

Assistant City Attorney

THE STATE OF TEXAS )
COUNTY OF EL PASO )

This instrument was acknowledged before me on this of day of

Sotary Public, State of Texas

My Commission Expires: THORPE L, PETERSEN MOTARY PUBLIC STATE UF TEXAS COMMISSION EXPIRES 6-13-88



2

THE STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was ack	mowledged before me on this 28 day of by Wesley K. Martin.
	Motary Public, State of Jexas
My Commission Expires: THORPE L. PETERSEN NOTARY PUBLIC STATE OF TEXAS	
COMMISSION EXPIRES 6-13-88	in the second se
THE STATE OF TEXAS )	Marie Constitution of the
COUNTY OF EL PASO )	Monumental and
January , 1985,	nowledged before me on this 29th day of by ALICIA R. CHACON, Mayor-Pro-Tem of the City
of El Paso.	
	Moria Jonale & Texas
My Commission Expires:	notary Funity State of resident
10/21/97	

3

COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS: That Percy G. Arellanes and Pauline M. Arellanes, his wife, in consideration of One Dollar paid to them by the City of El Paso, the receipt of which is hereby acknowledged and in further consideration of the benefits to be derived by them from the construction of drainage facilities on the land hereinafter described, have given and granted and by these presents do give and grant unto the City of El Paso the right to construct, reconstruct and perpetually maintain a drainage channel, pipes and facilities, or any thereof, with all necessary appurtenances in, upon and across the following described property, situated in El Paso County, Texas:

#### A portion of Lots 30 to 32, Block 47, Highland Park Addition

Beginning at a point which is on the east right of way line of Cotton Avenue and 35.07 feet north of the north alley line in Block 47, Highland Park Addition, said point being the point of beginning for the desired easement strip;

Thence north along the easterly right of way line of Cotton Avenue, a distance of 13.42 feet to a point for corner;

Thence South 48° 11' 30" East, a distance of 72.73 feet to a point for corner;

Thence west along the north alley line, a distance of 15.00 feet to the point for corner;

Thence North 48° 11' 30" West, a distance of 52.60 feet to the point for corner, also being the point of beginning.

Said tract contains in all 0.01438 acres, more or less.

To have and to hold the same perpetually unto the City of El Paso, together with the right at any time to enter upon said land or any part thereof for the purpose of constructing, reconstructing and maintaining said drainage channel, pipes and other facilities and for making connections therewith.

The Grantors and their heirs and assigns shall have the right to construct a building on the surface of the ground over the above-described easement, provided such building is constructed in accordance with sound engineering

principles and so as not to interfere with the construction, maintenance or repair of the drainage facilities.

Witness the following signatures this 16 day of hickerther

Pauline M. (Irilland)

THE STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared PERCY G. ARELLANES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 26 day of Licenthe,

Notary Public in and for El Paso County
Texas

THE STATE OF TEXAS )
COUNTY OF EL PASO )

Before me, the undersigned authority, on this day personally appeared PAULINE M. ARELLANES, wife of PERCY G. ARELLANES, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said PAULINE M. ARELLANES acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not make the purposes and consideration therein expressed, and that she did not make the purposes and consideration therein expressed.

Notary Public in and for El Paso County,

-2-

THE STATE OF TEXAS

6

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF EL PASO

BEFORE ME appeared the undersigned, ROBERT KENNEDY, an officer of MAG-MAN JOINT VENTURE, after having been duly sworn did depose and state the following:

"I, ROBERT KENNEDY, as an officer of MAG-MAN JOINT
VENTURE do hereby authorize LEONARD HALL AND ASSOCIATES
to act as our agents/representatives before City Council
to seek an amendment to that special contract entered
into between the City of El Paso and our predecessor
MAGNOLIA MANOR, INC., on property bordered by San Diego
Street and Cotton Street in El Paso, Texas.
Furthermore, affiant sayeth not."

MAG-MAN JOINT VENTURE

BY: ROBERT KENNEDY

SWORN TO AND SUBSCRIBED before me, this <u>13th</u> day of <u>December</u>, 1984.

LILLIAN R. COUDER
NOTARY PUBLIC, in and for
the State of Texas

My commission expires:

October 22, 1985

#### <u>Planning and Inspections Department - Planning Division</u>

Recommend approval of detailed site development plan as it meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan.

#### Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval, no further comments.

#### Planning and Inspections Department - Land Development

Recommend approval, no objections to proposed detailed site plan.

#### **Fire Department**

Recommend approval, no adverse comments.

#### **Police Department**

No comments received.

#### **Environment Services**

No comments received.

#### **Streets and Maintenance Department**

Streets and Maintenance Traffic Engineering has no objections.

#### **Sun Metro**

No comments received.

#### **El Paso Water**

#### **EPWU-PSB Comments**

Along the alley located between San Diego Street and San Jose Street, there is an existing 6- inch diameter water main. This main is available for service.

Along San Diego Ave. there is an existing 8-inch diameter water main. This main is available for service.

Previous water pressure readings conducted on fire hydrant number 633 located at the corner of Cotton Street and San Jose Avenue have yielded a static pressure of 102 pounds per square inch (psi), residual pressure of 96 psi, discharge of 1,547 gallons per minute (gpm). Private water pressure regulating devices will be required at the discharge side of each water meter. The seller of the property / the Developer shall include in the sale of contract documents that the lot/home buyer shall acquire ownership of the above-described water pressure regulating devices to be located at the discharge side of the water meters. Additionally, the lot/home buyer shall be responsible for the operation and maintenance of the above-described water pressure regulating devices.

#### **Sanitary Sewer**

Along San Diego Ave. between Cotton St. and Ohio St. there is an existing 8-inch diameter sanitary sewer main. This main is available for service.

#### General

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The

applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

#### Stormwater:

As per Municipal Code: new developments and redevelopments are required to maintain the predevelopment hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Section 19.19.010.

#### **Texas Department of Transportation**

No comments received.

#### El Paso County Water Improvement District #1

No comments received.

#### **Texas Gas Service**

Texas Gas Service has an existing service line at 2100 San Diego Ave. If you need to do work in this area please reach out to opsrim@onegas.com.

### 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:**

A direct or indirect transfer of money, goods, services, or any other thing of value and includes an "Contribution" 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. 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. Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and "Benefiting" 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	N/A Pag	
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 District 1 District 2 District 3 District 4 District 5 District 6 District 7 District 8

knowledge. I understand that this disclosure is required by Title 2, Chap-	ter 2.92 of th	the El Paso Municipal Code and is	
subject to verification by the city authorities. Further, $\boldsymbol{\textbf{I}}$ understand that	upon subm	nission of this form, I must disclose	
any subsequent contributions or donations prior to the relevant council meeting date.			
Signature:	_ Date:	10/25/2024	

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my

## El Paso, TX

#### Legislation Text

File #: 24-1628, 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**

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 authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso and Socorro Independent School District, directing the City's Tax Office to calculate and manage the refund amount and corrected statements for any properties subject to the overstated tax rate for the year 2023.

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

AGENDA DATE: December 3, 2024

**PUBLIC HEARING DATE:** 

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 authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso and Socorro Independent School District, directing the City's Tax Office to calculate and manage the refund amount and corrected statements for any properties subject to the overstated tax rate for the year 2023.

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

Socorro Independent School District ("SISD") officially approved and levied a Maintenance and Operations 2023 Tax Rate in the amount of .7546 and determined that the rate of was incorrect and overstated by the amount of .0166. The Board of Trustees of the Socorro Independent School District approved SISD to contract with the City and the City's Tax Office to calculate and manage the applicable refund amounts and corrected statements subject to the overstated tax rate for the year 2023. The City and SISD wish to enter into this separate Agreement due to the specific nature of this project.

#### PRIOR COUNCIL ACTION:

The City and SISD currently maintain an Amended and Restated Contract for Consolidated Tax Collection executed on February 7, 2017

#### AMOUNT AND SOURCE OF FUNDING:

The City and SISD acknowledge that this Agreement will have no impact on the City's budget, as SISD will assume full responsibility for all costs associated with its performance.

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)

#### RESOLUTION

WHEREAS, the City of El Paso ("City") and Socorro Independent School District ("SISD") are local governments as defined in Chapter 791 of the Texas Government Code, and have the authority to enter into this Interlocal Agreement ("Agreement"), and have each entered into this Agreement in the appropriate manner prescribed by law; and

**WHEREAS,** on August 16, 2023 SISD officially approved and levied a Maintenance and Operations Tax Rate in the amount of .7546; and

**WHEREAS,** SISD determined that the rate of .7546 was incorrect and overstated by the amount of .0166; and

WHEREAS, the Board of Trustees of the Socorro Independent School District ("Board") determined that the appropriate action to address the excess revenue generated by the overstated tax rate should be to issue a refund and/or corrected statements to properties to which the tax rate was applied; and

WHEREAS, the Board determined that the City of El Paso Tax Office is in the best position to identify affected properties and calculate appropriate amounts to be refunded or billed to those properties; and

**WHEREAS,** on November 20, 2024 the Board, by resolution, approved SISD to contract with the City and the City's Tax Office ("Tax Office") to calculate and manage the refund amount and corrected statements for any property subject to the overstated tax rate for the year 2023, the *Project* and as fully described in the Agreement; and

**WHEREAS,** the City and SISD currently maintain an Amended and Restated Contract for Consolidated Tax Collection executed on February 7, 2017; and

**WHEREAS,** due to the specific nature of the *Project*, the City and SISD wish to enter into this separate Agreement; and

**WHEREAS**, the City and SISD acknowledge that this Agreement will have no impact on the City's budget, as SISD will assume full responsibility for all costs associated with its performance.

[Signatures on Following Page]

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

That the Mayor be authorized to sign an Interlocal Agreement for good and valuable consideration by and between the City of El Paso ("City"), a home rule municipal corporation and Socorro Independent School District, organized under the Texas Education Code, Chapter 11 ("SISD"), by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, Article 791.001 *et seq.*, Texas Government Code, directing the City's Tax Office ("Tax Office") to calculate and manage the refund amount and corrected statements for any property subject to the overstated tax rate for the year 2023. The City and SISD hereinafter collectively referred to as the "Parties" and individually to as the "Party."

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:		
Oscar Gomez	Maria O. Pasillas,		
Assistant City Attorney	Tax Assessor-Collector		
Assistant City Attorney	1 ax Assessor-Concettor		

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

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

#### RECITALS

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

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

WHEREAS, the City and SISD executed an Amended and Restated Contract for Consolidated Tax Collection on February 7, 2017; and

**WHEREAS**, the City and SISD desire because to enter into this Interlocal Agreement because of the nature of the *Project* as further described in Section 2 and Exhibit A below; and

**WHEREAS**, the City and SISD acknowledge that this Interlocal Agreement will have no impact on the City's budget, as SISD will assume full responsibility for all costs associated with its performance.

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

#### **SECTION 1.** PURPOSE.

A. The Parties wish to provide authority to the City of El Paso Tax Office to calculate and manage the refund and corrected statements of certain taxes levied within the jurisdiction of SISD for the year 2023, the *Project*.

- B. On August 16, 2023 the Socorro ISD officially approved and levied a Maintenance and Operations Tax Rate in the amount of \_\_\_\_.7546. The District determined that the rate of .7546 was incorrect and overstated by the amount of .0166.
- C. The Board of Trustees of the District determined, by resolution, that it is appropriate to take action to address the excess revenue generated by the overstated tax rate. The Board additionally determined that the appropriate action to address the excess revenue generated by the overstated tax rate should be a refund to properties within the District to which the tax rate was applied.
- D. The SISD Board of Trustees further determined that the City of El Paso Tax Office is in the best position to administer the Project and process the affected refunds and corrected statements based on the supplemental correction as determined by the El Paso Central Appraisal District ("EPCAD") and corrected tax rate provided by SISD.
- E. The refunds and revisions contemplated by this agreement and the Resolution approved by the SISD Board of Trustees serves the public purposes of correctly and accurately allocating and taxing properties within the jurisdiction of the District, maintaining public trust, reducing the overstated tax burden on properties for prior year taxes and ensuring the appropriate tax rate is applied to property within the District.

#### **SECTION 2.** AGREEMENT OF THE PARTIES.

- A. The City of El Paso Tax Office is authorized to calculate the refund or revised amount for any property subject to the overstated SISD tax rate in the year 2023 as prescribed by the Texas Property Tax Code.
- B. The City of El Paso Tax Office is authorized to report to the District the total amount owed for refunds or revisions identified in the calculation prepared under this agreement. This amount shall be identified as the Total Potential Refund Amount.
- C. The District will allow the City of El Paso Tax Office to withhold an amount equal to the Total Potential Refund Amount from the District's current tax collections. The deposit account for the Total Potential Refund Amount shall be identified in an account held by the City of El Paso Tax Office for the benefit of the District (the "SISD Tax Refund Account"). The District shall retain ownership of all funds in the SISD Tax Refund Account during the duration of this Agreement.
- D. The City of El Paso Tax Office is authorized to issue notice of revision or refund payment as provided by the Texas Property Tax Code Section 26.15 to properties identified as having been subject to the overstated tax rate for the year 2023. These payments shall be made from the SISD Tax Refund Account, and each shall be separately accounted for and tracked. Any payment issued under this Agreement shall be issued by check and each check shall have an expiration date of 90 days.
- E. The Parties agree that SISD shall be responsible for any community outreach and education regarding this matter.

- F. The Parties agree that the costs for the services set forth above for the Project and more fully described in Exhibit A are estimates and do not represent the actual costs of the Project, which will be determined upon completion of the same.
- G. The Parties further recognize that SISD has certain duties and functions which cannot be abrogated by contract to the City.

**SECTION 3. PAYMENTS.** Pursuant to Section 791.011(d)(3), Texas Government Code, the Party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying Party.

#### **SECTION 4.** NO INDEMNIFICATION.

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

#### **SECTION 5.** TERM and TERMINATION.

- A. This Agreement may be terminated as provided in this section.
  - 1. EFFECTIVE DATE. The terms of this Agreement shall commence on the Effective Date. The Effective Date is the date that the last party, either SISD's Acting Superintendent or Mayor of the City, signs this Agreement ("Effective Date").
  - 2. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 90 ninety calendar days before termination. All parties providing work under this Agreement will halt all work when the termination notice sent by the terminating party is received by the non-terminating party.
  - 3. TERMINATION BY EITHER PARTY FOR CAUSE. Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure.
  - 4. NON-APPROPRIATION OF FUNDS. Resources for implementation of this Agreement may come from either party, depending upon budgetary availability.

Neither party is obligated to expend any resources in connection with this Agreement unless specifically stated otherwise in the Agreement. No implementation of any portion of the Agreement may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement this Agreement and funding for such purposes is not appropriated to that party or is not otherwise available to the corresponding party, said party shall have no further financial obligations upon such determination. Should either party not have funding to carry out any obligations of a particular effort conducted under this Agreement, it shall immediately notify the other party of such fact and of such portions of the Agreement that may be deemed terminated or modified due to lack of funding.

- 5. This Agreement shall terminate and expire on the date upon which all issued checks by the City of El Paso Tax Office related to this Agreement meet the unclaimed property abandonment period pursuant to Chapter 74 of the Texas Government Code.
- 6. Upon termination or expiration of this Agreement, any funds remaining in the SISD Tax Refund Account shall be returned directly to the State of Texas

#### SECTION 6. GENERAL PROVISIONS.

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Parties. As such, the City is not subject to the liabilities or obligations SISD obtains under the performance of this Agreement.
- C. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. The Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City of El Paso:

City of El Paso

Attn: City Manager

PO Box 1890

El Paso, Texas 79950-1890

Copy to:

City of El Paso Attn: Tax Office PO Box 2992

El Paso, Texas 79999-2992

To Socorro ISD:

Office of the Superintendent

Socorro Independent School District

1180 Joe Battle Blvd. El Paso, Texas 79928

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

- D. CONFIDENTIALITY. The Parties acknowledge that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- E. GOVERNING LAW. This Agreement is governed by Texas law.
- F. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- G. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- H. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- I. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- J. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Parties agree to allow the other to inspect and copy all records pertaining to the refunds and accounts contemplated by this Agreement.

- K. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- L. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Parties, and SISD's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- M. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- N. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all parties.
- Q. GOVERNMENTAL FUNCTION. The Parties expressly agree that all actions related to this Agreement constitute the performance of a governmental function.

(Signatures Begin on the Following Page)

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

	CITY OF EL PASO:
	Oscar Leeser
	Mayor
	Date:
ATTEST:	
Laura D. Prine	
City Clerk	
APPROVED AS TO FORM:	
Oscar Gomez	
City Attorney	
	THE SOCORRO INDEPENDENT
APPROVED AS TO CONTENT:	SCHOOL DISTRICT:
Maria Pasillas	James Vasquez
Tax Assessor and Collector	Acting Superintendent
City of El Paso Tax Office	
•	1 /24
	Date: 11/22/24
	APPORVED AS TO FORM:
	Steven J. Blanco

 $\label{thm:comments} \begin{tabular}{l} \{Firm\ Documents/1964/999/00402432.DOCX\ \}\\ Interlocal\ Agreement\ SISD\ City\ Tax\ Office\\ \begin{tabular}{l} 24-3854-TRAN-595651-OG \end{tabular}$ 

General Counsel Socorro ISD

#### Exhibit A

#### **Project**

- 1. SISD shall procure printing and postage services for reimbursement checks, insert, and corrected statements. (*Expected to occur in or around late 2024*)
  - a. SISD shall provide the City of El Paso Tax Office with a test positive pay file and test postback file for the tax software.
  - b. SISD sample checks shall be submitted to the City of El Paso Tax Office for final review and approval before mailing occurs.
- 2. The City of El Paso Tax Office upon receiving EPCAD corrected tax roll will process the required levy adjustments and determine accounts receiving a refund or revised statement. (*Expected to occur in or around February 2025*)
  - a. Project shall commence on or about February 2025.
- 3. Tax Office shall provide a detailed report to SISD regarding the accounts receiving a corrected statement or refund. (*Expected to occur in or around February 2025 and conclude in or around May 2025*)
- 4. Tax Office shall void and reissue any checks requested by taxpayer. (Expected to occur in or around February 2025 and conclude in or around March 2028)
  - a. Tax Office shall reissue duplicate statements as necessary.
  - b. Tax Office shall escheat any unclaimed checks upon statutory requirement.
- 5. Tax Office will provide customer service as necessary.
  - SISD shall provide the City of El Paso Tax Office with a dedicated point of contact to direct taxpayers for additional inquires on this tax matter
- 6. The City's costs covered by set forth shall include, but shall not be limited to, such costs as salaries, normal travel expenditures for tax purposes, education, licenses or other fees required by the State of Texas, appropriate supplies and other items necessary for the appropriate and efficient performance of the City's duties herein.
- 7. In addition to the payments above, SISD expressly agrees:
  - To pay such actual costs as may be incurred by the City in preparation and mailing of separate or duplicate tax statements if the City shall determine that such separate tax statements are necessary; and
  - b. The City shall retain any and all revenues received for costs relating accounting and tracking of refunds until escheated to the State.
- 8. SISD agrees to pay any costs on an annual basis, within 30 days of receipt of invoice from the City.



# Tax Office – Socorro Independent School District Interlocal Agreement

Goal 6 Set the Standard for Sound Government and Fiscal Management

Strategy 6.11 Provide efficient and effective services to taxpayers



## Socorro Independent School District

- On August 16, 2023, the Socorro Independent School District (SISD) adopted the 2023-24
   Tax Rate of \$1.249712.
  - The **Maintenance and Operations Tax Rate** per \$100.00 of valuation of property in the School District for the school year 2023-2024 shall be **\$0.754600**.
  - The Interest and Sinking Tax Rate per \$100.00 of valuation of property in the School District for the school year 2023-2024 shall be \$0.495112.
- In 2024 SISD determined the Maintenance and Operations Tax Rate rate of \$0.754600 was incorrect and overstated by the amount of \$0.0166.





## SISD 2023 Tax Rate

- The Board of Trustees of the Socorro Independent School District (Board) determined that the appropriate action to address the excess revenue generated by the overstated tax rate is a refund to the properties to which the tax rate was applied.
- The Board also determined the City of El Paso Tax Office is in the best position to identify affected properties and calculate appropriate amounts to be refunded or billed to those properties.
- November 20, 2024, the Board approved a resolution to contract with the City and Tax
  Office to calculate and manage the refund amount and corrected statements for any
  property subject to the overstated tax rate for the 2023 tax year.





## SISD 2023 Tax Rate Correction

- SISD acknowledges the tax rate correction will have no impact on the City's budget and assumes full responsibility for all costs associated with the correction of the 2023 tax rate.
- Estimated Refund \$2.3 million
  - Approximately 103,000 properties will be impacted
  - The estimated refund is approximately \$25.00 per property
- An estimated 13,000 properties will receive a revised 2023 Tax Statement.
  - The estimated amount due is approximately \$10.00 per property
- SISD is responsible for any community outreach and education regarding this matter.
- District(s) Affected: 5 and 6





# SISD Boundary Map 2023-2024

### 25 Montana (PK-5) 1301 Bilb Hope Dr. 79936 937-8100, FAX: 849-1263 Vista del Sol Environme Escontias STEAM Academy (PK-5) PK - 1st: 137-4200, PAX: 157-4292 3451 Rich Beem Blvd. 79938 937-9800, FAX: 937-6987 10 / **6**3 6 51-0 Sun Ridge Middle (4-8) 2210 Sun County Dt. 77936 937-4600, FAV: 851-7730 Eastlake 14 Emercial Fase Pyderwood A William D. Silder Middle (4-8) 11700 School In. 79934 937-5400, fAV: 837-5004 High Schools Americas High (9-12) 12/01 Pelicand Dr. 79736 937-2800, fAt: 855-8976 John Drugon (PK-8) 13451 Pelicono, 79725 937-400, Fair 237-4615 4 50 50 KEYS Bementory (3-5) 206 Buford Rd. 79927 537-4100, 7400 937-9212 This boundary map is a general representation of SSD by feeder pattern, to view a more detailed map, please log on to: http://www.sisd.net/maps

**School Directory** 





## City Council Action Items

- December 3, 2024 City Council Agenda
- Approve Interlocal Agreement between the City of El Paso and the Socorro Independent School District.
- The City and SISD acknowledge that this Agreement will have no impact on the City's budget, as SISD will assume full responsibility for all costs associated with its performance.



### El Paso, TX

### Legislation Text

File #: 24-1634, 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**

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

#### AGENDA LANGUAGE:

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

Approve a Resolution to update the Debt Management Policy for the City of El Paso.

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

**DEPARTMENT: Office of the Comptroller** 

AGENDA DATE: December 3, 2024.

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Margarita Marin – Comptroller – 915-212-1174

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6: Set the Standard for sound governance and fiscal management

SUBGOAL: 6.6 Ensure continued financial stability and accountability through sound financial management,

budgeting and reporting

#### SUBJECT:

APPROVE a resolution to update the Debt Management Policy for the City of El Paso.

#### BACKGROUND / DISCUSSION:

The Debt Management Policy applies to all debt instruments regardless of the funding source; it establishes guidelines to develop and maintain a sound debt management program. The objective of the policy is to establish and maintain a solid position with respect to the debt service fund.

The policy has been revised to provide clarification of some of the concepts related to debt management as well as aligning the policy with GFOA best practices.

#### PRIOR COUNCIL ACTION:

The City Debt Management Policy was last amended on November 22, 22.

<b>TALLOMA</b>	SOURCE	OF FUNDING	· N/A
AIVICUITI	JUUILUL	OI I UNDING	

#### **DEPARTMENT HEAD:**

efselet

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

#### RESOLUTION

WHEREAS, on November 25, 2005, the City of El Paso (the "City") adopted a Debt Management Policy that set forth the parameters for issuing new debt as well as managing the outstanding debt portfolio, identifies the types and amounts of permissible debt and ensures that the City maintains a solid bond rating in order to minimize borrowing costs and preserving access to credit; and

WHEREAS, the City has reviewed its debt management policy at least bi-annually in accordance with the provisions of the Policy requiring Council review; and

WHEREAS, the City last reviewed and amended the City's Debt Management Policy on November 22, 2022; and

WHEREAS, the City now desires to further amend and restate the City's Debt Management Policy for Fiscal Years 2025-2026.

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

That the City hereby approves the amended and restated City of El Paso Debt Management Policy for FY2025-2026 which is attached hereto as *Exhibit A* and incorporated herein by reference.

APPROVED this	day of	, 2024.
		CITY OF EL PASO:
ATTEST:		Oscar Leeser Mayor
		Trialy of
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
SAN		Mo latin
Juan S. Gonzalez		Robert Cortinas
Senior Assistant City Attorney		Chief Financial Officer

#### **EXHIBIT A**

## THE CITY OF EL PASO DEBT MANAGEMENT POLICY FY2025-2026



## City of El Paso

## **Debt Management Policy**

November 2024

Prepared by: Office of the Comptroller Fiscal Operations Division

Previous Revision November 2022



The mission of the Office of the Comptroller is to provide fiscal management and financial reporting, administer treasury services and provide grant accounting information to City Management and elected officials so that they can make informed decisions regarding the provisions of City services.

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# The City of El Paso Debt Management Policy

#### 1.0 POLICY

It is the policy of the City of El Paso ("City") to develop and maintain a sound debt management program. This policy sets forth the parameters for issuing new debt as well as managing the outstanding debt portfolio, identifying the types and amounts of permissible debt, maintaining the current bond rating in order to minimize borrowing costs and preserving access to credit. It is the intent of the City to establish this policy to provide guidance to staff to:

- Ensure high quality debt management decisions;
- Ensure that debt management decisions are viewed positively by rating agencies, the investment community and the citizenry-at-large;
- Ensure support for debt issuances both internally and externally;
- Demonstrate a commitment to long-term financial planning.

#### 2.0 SCOPE

The City of El Paso Debt Management Policy (this "Policy") applies to all debt instruments issued by the City regardless of the funding source. Funding sources can be derived from ad valorem taxes, general City revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

#### 3.0 OBJECTIVES

The primary objective of this Policy is to ensure that the City establishes and maintains a solid position with respect to its debt service fund. It is intended to demonstrate that proceeds from long-term debt will not be used for current operations but rather for capital improvements and other long-term assets.

The City prepares Capital Improvement Plan (CIP) budgets which are presented to City Council for approval. Since the aggregate cost of desired capital projects generally exceeds available funds, the capital planning process prioritizes projects and identifies the funding needs. Debt is issued for CIP in accordance with this policy. Other objectives include: bonds will be paid back within a period not to exceed, and preferably sooner than, the expected useful life of the capital project; decisions will be made based on a number of factors and will be evaluated against long-term goals rather than a short-term fix; and the debt service funds will be managed and invested in accordance with all federal, state and local laws.

#### 4.0 STRUCTURE OF DEBT

Debt service will be structured, to the greatest extent possible, to match projected cash flows, minimize the impact of future property tax levies, and maintain a relatively rapid payment of principal. The term of the debt issuance should equal the lesser of the useful life of the asset being financed or the maximum maturity permitted by State law for the obligations issued to finance the acquisition and/or construction of the asset.

#### **4.1** Fixed Interest versus Variable Interest

The City primarily issues fixed rate bonds to protect the City against interest rate risk. The City has the option to issue variable rate bonds and may, if market conditions warrant, consider such a structure. Commercial paper notes, due to their short-term maturities (365 days or less), are treated as variable rate obligations.

#### 4.2 Other Considerations

Bonds are generally issued with an average life of 26 years or less for general obligation bonds, certificates of obligation and revenue bonds but may be greater for some projects such as landfills and major utility facilities whose lives are greater than 20 years. Typically, interest is paid in the first fiscal year after a bond sale, and generally principal is paid no later than two years after the debt is issued. Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the City. The targeted maximum length to call is 10 years. However, the City may opt for a call date longer than 10 years in order to achieve the necessary goals of the particular issue.

#### 5.0 FINANCING ALTERNATIVES

It is the City's intent to develop a level of cash and debt funded capital improvement projects that provide the citizens with the desired amount of City services at the lowest cost. The City may use both, general obligation bonds or certificates of obligations, as deemed appropriate by City staff and approved by Council. Generally, proceeds from bonded indebtedness are to be used only for capital expenditures related to the acquisition, construction, improvement or renovation of a City facility or public access roads as well as any permanent public improvement or asset purchase or such other purposes permitted by the City Charter and applicable law.

- **5.1** General obligations bonds will be used if the following criteria are met:
  - The size of the issuances is based on the capital funding needs of the City at a
    particular time and the recommendation of the Chief Financial Officer (CFO) in
    conjunction with the City's bond counsel and financial advisor
  - Funds will be used for new and expanded facilities, major repair/renovations to existing facilities, quality-of-life projects, public safety projects, community progress projects, and debt refunding
  - Useful lives of assets acquired will be ten (10) years or more; or will extend the useful life of an asset by fifteen (15) years or more
  - Voter authorized debt except for a bond refunding as per section 7.4
  - 5.1.1 The total dollar amount of bond election propositions recommended to the voters shall not exceed the City's estimated ability to issue said bonds within a normal 10-year period.
  - The use of reimbursement resolutions may be used as a cash management tool for general obligation debt funded projects.
  - 5.1.3 The City may choose to issue general obligation debt which will be issued for the following projects/acquisitions:
    - Quality-of-Life (QOL) projects
    - Construction of new facilities, park projects, zoo projects, and other projects as approved by the voters

- Capital asset acquisitions (heavy equipment, vehicles, IT equipment, etc.)
- Rehabilitation and/or extension of the useful life of existing facilities, including existing QOL facilities, by more than 15 years
- Street infrastructure projects
- Street resurfacing, street lights, ADA modifications, traffic calming devices, storm water/drainage work, and small equipment related to QOL projects
- Public safety projects
- Community progress projects
- Any other purpose permitted by City Charter and applicable laws

#### **5.2** Other Matters – General Obligation Bonds

Capital assets financed with QOL, Public Safety or Community Progress general obligation debt shall have a useful life of three years or more. This is an exception to the general obligation bonds as per section 5.1 in order to fully equip and furnish facilities to be ready for the public use. The project value will sometimes include individual items or a group of items within the same asset category that are combined to form one unit (group asset), which is needed to bring a project to completion and available for public use.

Additional approved uses may include street resurfacing, street lights, ADA modifications, traffic calming devices, storm water/drainage, library books and materials, works of art, and small equipment related to the projects.

#### **5.3** Certificates of Obligation – For Issuances less than \$100 million

It is the City's priority to fund the majority of capital projects with voter-approved debt. However, on occasion, it becomes necessary to seek additional financing in order to make necessary infrastructure improvements, renovate existing facilities, and extend the useful life of an asset. Certificates of Obligation (CO) will be issued for the following projects/acquisitions:

- Capital asset acquisitions (heavy equipment, vehicles, IT equipment and software, etc.)
- Rehabilitation and/or extension of the useful life of existing facilities, including existing QOL, Public Safety or Community Progress facilities, by three years or more
- Street resurfacing
- Unpaved right-of-ways
- ADA retrofitting/rehabilitation projects
- Street lighting
- Infrastructure projects (street and draining work)
- Emergency city facilities rehabilitation
- Major core service facilities (police, fire, streets, etc.)
- Complete or enhance QOL, Public Safety or Community Progress projects previously approved by voters and subsequently approved additional funding by City Council

Notwithstanding the policy set forth herein and in section 5.1, CO's or other long-term debt may be considered if one or more of the following criteria are met:

• There is need to complete or enhance a QOL, Public Safety or Community Progress projects previously approved by voters

- The need for the project is urgent and immediate
- The project(s) is necessary to prevent an economic loss to the City
- Source of revenue is specific and can be expected to cover the additional debt
- The expected debt is the most cost-effective financing option available

In addition, the average maturity of non-voter approved debt shall not exceed the average life of the project financed. Capital items financed with long-term CO debt shall have a value of at least \$10,000 and a life of at least 3 years.

Reimbursement resolutions may be used for projects funded through CO's.

#### **5.4** Certificates of Obligations – Enterprise Fund

CO's for an enterprise system will be limited to only those projects, which can demonstrate the capability to support the long-term debt either through its own revenues or another pledged source other than ad valorem taxes and meet the same criteria as outlined in 5.3 above.

#### **5.5** Revenue Bonds

Revenue bonds will be issued for projects that generate revenues that are sufficient to repay the debt. Except where otherwise required by State Statutes, revenue bonds may be issued without voter approval and only in accordance with the laws of Texas.

#### **5.6** Conduit Debt

The City may sponsor conduit financings for those activities that serve a public purpose, are in the best interest of the City, and adhere to Texas law. All conduit financings must insulate the City to the greatest extent possible from any credit risk or exposure and must be approved by the City Council.

#### **5.7** Special Assessment Bonds

Special assessment bonds are a special type of municipal bond used to fund development projects that benefit a discrete group of tax payers within a special assessment district. Principal and interest owed on the bonds is paid from assessments on the property benefiting from the particular bond-funded project. The creation of an improvement district must be approved by the City Council and be created and managed pursuant to all applicable laws. The City traditionally has made limited use of special assessment debt.

#### **5.8** Commercial Paper

Commercial paper can be used as a source of short-term financing for projects that have received voter authorization if City staff has determined that such financing is prudent. It is the policy of the City that the net amount (total commercial paper less the investment portfolio) of commercial paper outstanding not exceed 25% of the amount of fixed rate debt outstanding. Commercial paper will be converted to refunding bonds when dictated by economic and business conditions.

#### **5.9** Other Debt Obligations

The use of other debt obligations, permitted by law, including but not limited to public property finance act contractual obligations, pension obligation bonds, tax notes, State Infrastructure Bank (SIB) loans and lease purchase obligations, will be reviewed on a case-by-case basis. The criteria in 5.3 above will be considered for

#### 6.0 METHODS OF SALE

The City may use competitive sales, negotiated sales, or private placements. When considering the method of sale, the City will take the following conditions into consideration:

- Financial conditions;
- Market conditions;
- Transaction-specific conditions;
- City-related conditions; and
- Risks associated with each method.
- Additionally, the City considers the following criteria when determining the appropriate method of sale for any debt issuance:
  - 6.1.1 Complexity of the Issue Municipal securities with complex security features require greater marketing and buyer education efforts on the part of the underwriter, to improve the investors' willingness to purchase.
  - 6.12 Volatility of Bond Yields If municipal markets are subject to abrupt changes in interest rates, there may be a need to have some flexibility in the timing of the sale to take advantage of positive market changes or to delay a sale in the face of negative market changes.
  - 6.1.3 Familiarity of Underwriters with the City's Credit Quality If underwriters are familiar with the City's credit quality, a lower True Interest Cost ("TIC") may be achieved. Awareness of the credit quality of the City has a direct impact on the TIC an underwriter will bid on an issue. Therefore, where additional information in the form of presale marketing benefits the interest rate, a negotiated sale may be recommended. The City strives to maintain an excellent bond rating. As a result, the Municipal Bond Market is generally familiar with the City's credit quality.
  - 6.14 Size of the Issue The City may choose to offer sizable issues as negotiated so that pre-marketing and buyer education efforts may be done to more effectively promote the bond sale.

#### **6.2** Definitions of the Methods of Sale

A **competitive sale** is when bonds are awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest TIC bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. In today's market, bids primarily are submitted electronically through a secure website.

A **negotiated sale** is when the City chooses an underwriter or underwriting syndicate, generally from the pool selected through its Request for Qualification ("RFQ") process that is interested in reoffering a particular series of bonds to investors. The terms of the sale including the size of the underwriter's discount, date of sale, and other factors are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are more advantageous when there needs to be some flexibility in the sale date or when less conventional bond

structures are being sold. Negotiated sales are also often used when the issue is particularly large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts.

A **private placement** is a sale of debt securities to a limited number of sophisticated investors. The City may engage a placement agent to identify likely investors. A private placement is beneficial when the issue size is small or when the security of the bonds is weak since the private placement permits issuers to sell riskier securities at a higher yield to investors that are familiar with the credit risk.

#### 7.0 REFUNDING OF DEBT

- 7.1 Refunding bonds are issued to retire all or a portion of an outstanding debt issue. Most typically this is done to refinance at a lower interest rate to achieve debt service cost savings. From time to time, the City may also issue refunding debt for purposes of restructuring debt, changing covenants, and/or changing the repayment source of the bonds. Such purpose should be specifically recognized by City Council.
- 7.2 Advance refunding and forward delivery refunding transactions for savings should be considered when the net present value savings as a percentage of the par amount of refunded bonds is at least 3% (three percent).
- 7.3 Current refunding transactions issued for savings should be considered when the net present value savings as a percentage of the par amount of refunded bonds is at least 2% (two percent).
- **7.4** General obligation bonds will be issued for refunding debt upon City Council approval. This issuance does not require voter approval.
- 7.5 When an escrow account will be used, the City may seek to purchase State and Local Government Securities (SLGS) to fund its refunding escrow. However, at the discretion of the CFO, the City may choose to fund an escrow through the purchase of treasury or agency securities on the open market when market conditions make such an option financially preferred.
- 7.6 Tender Offers: A tender offer is an offer made by an issuer to purchase back certain bonds from bondholders at a specific price and on a specific date, this enables issuers to find savings arising from a low purchase price despite higher market rates. The City will work with Financial Advisor and Bond Council to ensure the transaction serves as a cost savings mechanism to reduce future debt service payments.

#### 8.0 DEBT LIMITS

The total principal amount of general obligation bonds together with the principal amount of all other outstanding tax-supported indebtedness of the City shall not exceed 10% (ten percent) of the total taxable assessed valuation of the City's tax rolls. (International City/County Management Association (ICMA) indicator 21)

Formula:	Net direct bonded long-term debt
	Total taxable assessed valuation

Net direct bonded long-term debt is defined as direct debt minus self-supporting debt.

*Direct debt* is defined as bonded debt for which the local government has pledged its full faith and credit.

Self-supporting debt is bonded debt that the local government has pledged to repay from a source separate from its general tax revenues.

**8.1** Net direct debt service as a percent of Net Operating Revenues should not exceed 20% (twenty percent). (ICMA indicator 21)

Formula:

Net direct debt service

Net operating revenues

*Net direct debt service* is the principal covered by ad valorem taxes.

Net operating revenues are the total revenues to the general, special revenue and debt service funds before any inter-fund transfer and less those revenues legally restricted to capital improvements or other special purposes. (Evaluating Financial Condition: A Handbook for Local Government, 2003, ICMA)

#### 9.0 MATURITY LEVELS

The term of debt shall not exceed the expected useful life of the capital asset being financed and in no case shall it exceed 30 years, with the exception of capital assets purchased as per the purpose stated in the bond covenant or as per section 5.2 of this policy. The average general obligation bond maturities shall be kept at or below 26 years.

#### 10.0 MANAGEMENT OF DEBT SERVICE FUND

- 10.1 Interest earnings from unspent proceeds related to general obligation bonds and certificates of obligation shall be used solely to fund direct or related capital expenditures or to service current and future debt payments as determined by City Council. Interest earnings will be allocated in accordance with the City's Investment Policy, and/or the bond ordinance which authorized the specified debt obligation.
- 10.2 Debt service reserves for tax-supported debt shall not exceed a three-month reserve of the current year total debt service expenditure budget (i.e. Total Annual Debt Service Budget/12-months x 3 months). If this reserve balance is exceeded after the last debt payment of the fiscal year, a plan should be adopted to reduce the size of the reserves as quickly as possible without causing large variances in the ad valorem property tax rate.
- **10.3** The minimum debt service fund balance should exceed the debt service portion of the largest taxpayer's tax levy for the ensuing fiscal year.
- **10.4** Debt service reserves for revenue bonds shall be maintained at levels required by controlling bond ordinances.
- 10.5 The City adopted GASB 89 in regard to Capitalized Interest Cost. In financial statements prepared using the economic resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expense in the period in which the cost is incurred. Such interest cost should not be capitalized as part of the historical cost of a capital asset. In financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles. (Governmental Accounting Standards Board, Statement 89)

#### 11.0 ARBITRAGE

In a municipal bond context, *arbitrage* refers to investment earnings which a local government makes on funds which are borrowed in the tax-exempt market and invested in the taxable market. Generally, federal tax law prohibits the investment of bond proceeds at a yield which is materially higher than the yield on the bonds (i.e., prohibits positive arbitrage). As a result of this general prohibition, the City's issuance of tax-exempt indebtedness is governed by federal yield restriction rules (rules which govern whether and the extent that bond proceeds may be invested at a yield higher than the yield on the bonds) and rebate rules (rules which govern when arbitrage earned must be "rebated" to the federal government).

The City finances certain capital projects and debt refinancing through the issuance of taxadvantaged debt and it is the City's policy to comply with all applicable laws, regulations and contracts applicable to the debt.

Tax-advantaged bonds (tax-exempt, tax credit and direct pay) are obligations that receive preferential tax treatment under the Internal Revenue Code (the "Code"). Tax-advantaged status remains throughout the life of the debt, but this status may be lost if certain federal laws do not remain satisfied. Failure by the City to comply with these laws at any time during the life of the debt may result in the retroactive and prospective loss of the tax-advantaged status of the debt or the imposition of additional taxes or assessments on the City. Therefore, the Financial and Audit Oversight Committee was created with the purpose of overseeing policies set forth.

The City shall comply with all arbitrage rebate requirements as established by the Internal Revenue Service and the CFO shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking project expenditures financed with bond proceeds, tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding tax-exempt debt issues. The City enters into an agreement with an arbitrage service provider to assist the City with complying with arbitrage regulations.

For more information on arbitrage compliance refer to the Post Issuance Compliance Policy located under documents in myelpasotexas.gov

#### 12.0 CONTINUING DISCLOSURE

The City will comply when applicable with Rule 15(c)2-12 of the Securities and Exchange Commission by filing an annual report and annual financial information with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (EMMA). The City will also coordinate filing reportable events in EMMA with the Municipal Financial Advisor within 10 days of event taken place.

#### 13.0 FINANCIAL OVERSIGHT AND AUDIT COMMITTEE

The Financial Oversight and Audit Committee (FOAC), was created by the City Council by Resolution dated August 21, 2012 (the "Committee") and is responsible for reviewing and making recommendations to the entire City Council regarding the financial affairs and policies of the City, including City compliance with post-issuance federal tax requirements for the City's tax-advantaged debt. The CFO has the primary operating responsibility for establishing and maintaining the policy and guidelines to support compliance and for monitoring

compliance on an ongoing basis with post-issuance federal tax requirements for the tax-advantaged debt. The policy and guidelines shall describe the processes used to ensure compliance with applicable laws, regulations and contracts, and identify the positions and individuals responsible for these processes. The guidelines should be consistent with those items referenced in IRS Publication 5091 Voluntary Compliance for Tax-Exempt and Tax Credit Bonds. To aid in ensuring compliance, staff will utilize the Post-issuance Compliance Policy and checklist developed by the Office of the Comptroller with the assistance of the Arbitrage Consultant, Bond Council and Municipal Financial Advisor. The CFO shall also consider options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Tax Exempt Bonds Voluntary Closing Agreement Program (TEB VCAP)) and shall take corrective action when necessary as established by the City's Post-issuance Compliance Policy Section 10.

#### 14.0 DEBT SERVICE TAX RATE

Council shall adopt the necessary debt service tax rate up to a maximum amount of forty cents (40 ¢) per \$100 valuation in order to meet debt service principal, interest and fee payments, net of transfers, for each particular fiscal/budget year, subject to any reserve availability as outlined in 10.2 above.

#### 15.0 RATINGS

- **15.1** The City will strive to maintain good relationships with bond rating agencies as well as disclose financial reports and information to these agencies and to the public.
- **15.2** The City will obtain a rating from at least one nationally recognized bond-rating agency on all issues being sold on the public market.
- 15.3 Timely disclosure of annual financial information including other information will be provided to the rating agencies. The Annual Comprehensive Financial Report (ACFR) will be prepared by management and attested to by an outside nationally recognized audit firm.
- 15.4 Timely disclosure of any pertinent financial information that could potentially affect the City's credit rating will also be presented to the ratings agencies, required information repositories, bond insurance companies insuring City debt, and commercial banks providing liquidity support for commercial paper programs.

#### 16.0 SELECTION OF FINANCIAL ADVISORS

- 16.1 In order to obtain the best price, achieve a high level of quality service, promote fairness and objectivity, and allow the City to compare Financial Advisors, the City will prepare an RFQ to select a Financial Advisor at least once every five years. City staff should review ongoing contracts periodically to ensure that the selected Financial Advisor is performing at a satisfactory level.
- **16.2** The Financial Advisor selected will provide financial advisory services related to the authorization and issuance of debt instruments or other securities as well as debt management planning services as requested by the City.
- 16.3 Any RFQ developed should provide, at a minimum, a clear and concise description of the scope of work, specify the length of the contract and indicate whether joint proposals with other firms are acceptable; include objective selection criteria and explain how proposals will be evaluated; and require all fee structures to be presented in a standard and clear format. In addition, the RFQ should include questions that distinguish firms' qualifications and experience, including relevant experience of the firm and the particular individuals assigned to the issuer.

#### 17.0 SELECTION OF UNDERWRITERS

- 17.1 In order to obtain the best price, achieve a high level of quality service, promote fairness and objectivity, and allow the City to compare underwriters, the City will prepare an RFQ to select underwriters at least once every five years. Although the City anticipates using this RFQ as the basis for selecting Underwriters for all future debt issuances for general obligation, contractual obligations, revenue bonds and other such type debt, the City may solicit underwriters for certain future debt instruments that it determines require additional consideration or specialty such as pension obligation debt issuances.
- 17.2 A list of selected underwriters will be developed from responses to the RFQ process, which shall be provided to Council for its approval. This list will be used on a rotation basis from which to select underwriters for a particular transaction. City staff should review ongoing contracts periodically to ensure that the selected underwriter(s) are performing at a satisfactory level.
- 17.3 Any RFQ developed should provide, at a minimum, a clear and concise description of the scope of work, specify the length of the contract and indicate whether joint proposals with other firms are acceptable; include objective selection criteria and explain how proposals will be evaluated; and require all fee structures to be presented in a standard and clear format. In addition, the RFQ should include questions related distinguish firms' qualifications and experience, including relevant experience of the firm and the particular individuals assigned to the issuer.

#### 18.0 SELECTION OF BOND COUNSEL

- 18.1 The CFO shall coordinate with the City Attorney on the recommendation of bond counsel for debt issues. The recommendation will be submitted to the City Manager and upon approval by the City Manager, will then be forwarded to the City Council for final authorization and approval. Bond counsel will have comprehensive municipal debt knowledge and experience. When the bond counsel has been selected, they are responsible for providing an opinion to investors in two specific areas. The bond counsel must opine to investors that the securities are valid and legally binding obligations of the issuer. Then, the bond counsel will opine on whether the interest on the bonds is exempt from federal taxation.
- 18.2 The bond counsel also prepares all bond documents necessary to execute the bond issuance. The bond counsel is responsible for coordinating with the City Attorney's office, City Clerk's office, and the Chief Financial Officer's Portfolio, as well as the City's financial advisor, to ensure that all tasks associated with the bond issuance are completed within prescribed timeframes. To the extent required by State law, bond counsel is responsible for coordinating with the Office of the Attorney General and the Office of the Comptroller of Public Accounts of the State of Texas matters relating to the approval of City obligations. The City values continuity in maintaining a relationship with bond counsel due to the complexity of issues and laws related in issuing municipal bonds. However, the City reserves the right to conduct a formal request for qualifications process.

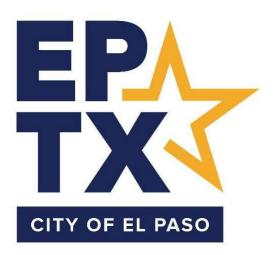
#### 19.0 SELECTION OF ARBITRAGE REBATE COMPLIANCE SERVICES

19.1 In order to obtain the best price, achieve a high level of quality service, promote fairness and objectivity, and allow the City to compare companies offering arbitrage rebate compliance services, the City will prepare an RFQ to select a company at least once every five years. City staff should review ongoing contracts periodically to ensure that the selected company is performing at a satisfactory level.

- 19.2 The company selected will provide arbitrage rebate compliance services related to the long-term tax-exempt bonds and other tax-exempt financing arrangements that are subject to the arbitrage rebate requirements in accordance with the applicable provisions of the Internal Revenue Code of 1986, as amended and the Treasury Regulations applicable to the long-term obligations.
- 19.3 Any RFQ developed should provide, at a minimum, a clear and concise description of the scope of work, specify the length of the contract and indicate whether joint proposals with other firms are acceptable; include objective selection criteria and explain how proposals will be evaluated; and require all fee structures to be presented in a standard and clear format. In addition, the RFQ should include questions that distinguish firms' qualifications and experience, including relevant experience of the firm and the particular individuals assigned to the issuer.

#### 20.0 DEBT MANAGEMENT POLICY REVIEW

This Debt Management Policy shall be reviewed at least biennially by the City Council and any modifications must be adopted by Council.



## City of El Paso

## Debt Management Policy

November 2022 Octo September 2024

Prepared by: Office of the Comptroller Fiscal Operations Division



The mission of the Office of the Comptroller is to provide fiscal management and financial reporting, administer treasury services and provide grant accounting information to City Management and elected officials so that they can make informed decisions regarding the provisions of City services.

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# The City of El Paso Debt Management Policy

#### 1.0 POLICY

It is the policy of the City of El Paso ("City") to develop and maintain a sound debt management program. This policy sets forth the parameters for issuing new debt as well as managing the outstanding debt portfolio, identifying the types and amounts of permissible debt, maintaining the current bond rating in order to minimize borrowing costs and preserving access to credit. It is the intent of the City to establish this policy to provide guidance to staff to:

- Ensure high quality debt management decisions;
- Ensure that debt management decisions are viewed positively by rating agencies, the investment community and the citizenry-at-large;
- Ensure support for debt issuances both internally and externally;
- Demonstrate a commitment to long-term financial planning.

#### 2.0 SCOPE

The City of El Paso Debt Management Policy (this "Policy") applies to all debt instruments issued by the City regardless of the funding source. Funding sources can be derived from ad valorem taxes, general City revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

#### 3.0 OBJECTIVES

The primary objective of this Policy is to ensure that the City establishes and maintains a solid position with respect to its debt service fund. It is intended to demonstrate that proceeds from long--term debt will not be used for current operations but rather for capital improvements and other long-term assets.

The City prepares Capital Improvement Plan (CIP) budgets which are presented to City Council for approval. Since the aggregate cost of desired capital projects generally exceeds available funds, the capital planning process prioritizes projects and identifies the funding needs. Debt is issued for CIP in accordance with this policy. Other objectives include: bonds will be paid back within a period not to exceed, and preferably sooner than, the expected useful life of the capital project; decisions will be made based on a number of factors and will be evaluated against long-term goals rather than a short-term fix; and the debt service funds will be managed and invested in accordance with all federal, state and local laws.

#### 4.0 STRUCTURE OF DEBT

Debt service will be structured, to the greatest extent possible, to match projected cash flows, minimize the impact of future property tax levies, and maintain a relatively rapid payment of principal. The term of the debt issuance should equal the lesser of the useful life of the asset being financed or the maximum maturity permitted by State law for the obligations issued to finance the acquisition and/or construction of the asset.

#### **4.1** Fixed Interest versus Variable Interest

The City primarily issues fixed rate bonds to protect the City against interest rate risk. The City has the option to issue variable rate bonds and may, if market conditions warrant, consider such a structure. Commercial paper notes, due to their short-term maturities (365 days or less), are treated as variable rate obligations.

#### 4.2 Other Considerations

Bonds are generally issued with an average life of 26 years or less for general obligation bonds, certificates of obligation and revenue bonds but may be greater for some projects such as landfills and major utility facilities whose lives are greater than 20 years. Typically, interest is paid in the first fiscal year after a bond sale, and generally principal is paid no later than two years after the debt is issued. Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the City. The targeted maximum length to call is 10 years. However, the City may opt for a call date longer than 10 years in order to achieve the necessary goals of the particular issue.

#### 5.0 FINANCING ALTERNATIVES

It is the City's intent to develop a level of cash and debt funded capital improvement projects that provide the citizens with the desired amount of City services at the lowest cost. The City may use both, general obligation bonds or certificates of obligations, as deemed appropriate by City staff and approved by Council. Generally, proceeds from bonded indebtedness are to be used only for capital expenditures related to the acquisition, construction, improvement or renovation of a City facility or public access roads as well as any permanent public improvement or asset purchase or such other purposes permitted by the City Charter and applicable law.

- **5.1** General obligations bonds will be used if the following criteria are met:
  - The size of the issuances is based on the capital funding needs of the City at a
    particular time and the recommendation of the Chief Financial Officer (CFO) in
    conjunction with the City's bond counsel and financial advisor
  - Funds will be used for new and expanded facilities, major repair/-renovations
    to existing facilities, quality-of-life projects, public safety projects, community
    progress projects, and debt refunding
  - Useful lives of assets acquired will be <u>fifteen ten</u> (1105) years or more; or will
    extend the useful life of an asset <u>for more than by</u> fifteen (15) years <u>or more</u>
  - Voter authorized debt except for <u>a</u> bond refundings as per section 7.4
  - 5.1.1 The total dollar amount of bond election propositions recommended to the voters shall not exceed the City's estimated ability to issue said bonds within a normal 10-year period.
  - The use of reimbursement resolutions may be used as a cash management tool for general obligation debt funded projects.
  - 5.1.3 The City may choose to issue general obligation debt which will be issued for the following projects/acquisitions:
    - Quality-of-Life (QOL) projects
    - Construction of new facilities, park projects, zoo projects, and other projects as approved by the voters

• Capital asset acquisitions (heavy equipment, vehicles, IT equipment, etc.)

- Rehabilitation and/or extension of the useful life of existing facilities, including existing QOL facilities, by more than 15 years
- Street infrastructure projects
- Street resurfacing, street lights, ADA modifications, traffic calming devices, storm water/drainage work, and small equipment related to QOL projects
- Public safety projects
- Community progress projects
- Any other purpose permitted by City Charter and applicable laws

#### **5.2** Quality of LifeOther Matters – General Obligation Bonds

QOL projects are defined as capital improvement and/or facility projects including, but not limited to, the City's parks, museums, zoo, libraries, capital asset acquisitions, non-public safety facilities, and entertainment, sports and amusement-type facilities which will improve the quality of life for City residents.

The criteria for use of the QOL bond proceeds will be effective from the date of the bond issue until the projects are complete or the QOL bond proceeds are exhausted.

Capital assets financed with QOL, <u>Public Safety or Community Progress</u> general obligation debt shall have a <u>value of at least \$5,00010,000</u> and a useful life of at least three years <u>or more</u>. This is an exception to the general obligation bonds as per section 5.1 in order to fully equip and furnish <del>QOL</del> acilities to be ready for the public use. The project value will sometimes include individual items or a group of items within the same asset category that are combined to form one unit (group asset), which is needed to bring a project to completion and available for public use.

Additional approved uses may include street resurfacing, street lights, ADA modifications, traffic calming devices, storm water/drainage, library books and materials, works of art, and small equipment related to the QOL projects.

The same criteria should be applied to the Community Progress Bonds and to the Public Safety Bonds in which bond proceeds may be used to furnish facilities purchased with these bonds that otherwise will not qualify as a capital asset due to the item not exceeding the 10,000 threshold for capitalization.

#### **5.3** Certificates of Obligation – For Issuances less than \$100 million

It is the City's priority to fund the majority of capital projects with voter-approved debt. However, on occasion, it becomes necessary to seek additional financing in order to make necessary infrastructure improvements, renovate existing facilities, and extend the useful life of an asset. Certificates of Obligation (CO) will be issued for the following projects/acquisitions:

- Capital asset acquisitions (heavy equipment, vehicles, IT equipment and software, etc.)
- Rehabilitation and/or extension of the useful life of existing facilities, including existing QOL, <u>Public Safety or Community Progress</u> facilities, by <u>more than three</u> years <u>or more</u>
- Street resurfacing
- Unpaved right-of-ways
- ADA retrofitting/rehabilitation projects
- Street lighting
- Infrastructure projects (street and draining work)

- Emergency city facilities rehabilitation
- Major core service facilities (police, fire, streets, etc.)
- Complete or enhance QOL, <u>Public Safety or Community Progress</u> projects previously approved by voters and subsequently approved additional funding by City Council

.

Notwithstanding the policy set forth herein and in section 5.1, CO's or other long-term debt

may be considered if one or more of the following criteria are met:

- There is need to complete or enhance <u>a QOL, Public Safety or Community Progress</u> projects previously approved by voters
- The need for the project is urgent and immediate
- The project(s) is necessary to prevent an economic loss to the City
- Source of revenue is specific and can be expected to cover the additional debt
- The expected debt is the most cost--effective financing option available

In addition, the average maturity of non-voter approved debt shall not exceed the average life of the project financed. Capital items financed with long-term CO debt shall have a value of at least \$510,000 and a life of at least 3 years.

Reimbursement resolutions may be used for projects funded through CO's.

#### **5.4** Certificates of Obligations – Enterprise Fund

CO's for an enterprise system will be limited to only those projects, which can demonstrate the capability to support the long-term debt either through its own revenues or another pledged source other than ad valorem taxes and meet the same criteria as outlined in 5.3 above.

#### **5.5** Revenue Bonds

Revenue bonds will be issued for projects that generate revenues that are sufficient to repay the debt. Except where otherwise required by State Statutes, revenue bonds may be issued without voter approval and only in accordance with the laws of Texas.

#### **5.6** Conduit Debt

The City may sponsor conduit financings for those activities that serve a public purpose, are in the best interest of the City, and adhere to Texas law. All conduit financings must insulate the City to the greatest extent possible from any credit risk or exposure and must be approved by the City Council.

#### **5.7** Special Assessment Bonds

Special assessment bonds are a special type of municipal bond used to fund development projects that benefit a discrete group of tax payers within a special assessment district. Principal and interest owed on the bonds is paid from assessments on the property benefiting from the particular bond-funded project. The creation of an improvement district must be approved by the City Council and be created and managed pursuant to all applicable laws. The City traditionally has made limited use of special assessment debt.

#### **5.8** Commercial Paper

Commercial paper can be used as a source of short-term financing for projects that have received voter authorization if City staff has determined that such financing is prudent. It is the policy of the City that the net amount (total commercial paper less the investment portfolio) of commercial paper outstanding not exceed 25% of the amount of fixed rate debt outstanding. Commercial paper will be converted to refunding bonds when dictated by economic and business conditions.

#### **5.9** Other Debt Obligations

The use of other debt obligations, permitted by law, including but not limited to public property finance act contractual obligations, pension obligation bonds, tax notes, <a href="State Infrastructure Bank (SIB) Lloans">State Infrastructure Bank (SIB) Lloans</a> and lease purchase obligations, will be reviewed on a case-by-case basis. The criteria in 5.3 above will be considered for the use of these obligations.

#### 6.0 METHODS OF SALE

The City may use competitive sales, negotiated sales, or private placements. When considering the method of sale, the City will take the following conditions into consideration:

- Financial conditions;
- Market conditions;
- Transaction-specific conditions;
- City-related conditions; and
- Risks associated with each method.
- 6.1 Additionally, the City considers the following criteria when determining the appropriate method of sale for any debt issuance:
  - 6.1.1 Complexity of the Issue Municipal securities with complex security features require greater marketing and buyer education efforts on the part of the underwriter, to improve the investors' willingness to purchase.
  - 6.12 Volatility of Bond Yields If municipal markets are subject to abrupt changes in interest rates, there may be a need to have some flexibility in the timing of the sale to take advantage of positive market changes or to delay a sale in the face of negative market changes.
  - **6.1.3** Familiarity of Underwriters with the City's Credit Quality If underwriters are familiar with the City's credit quality, a lower True Interest Cost ("TIC") may be achieved. Awareness of the credit quality of the City has a direct impact on the TIC an underwriter will bid on an issue. Therefore, where additional information in the form of presale marketing benefits the interest rate, a negotiated sale may be recommended. The City strives to maintain an excellent bond rating. As a result, the Municipal Bond Market is generally familiar with the City's credit quality.
  - 6.1.4 Size of the Issue The City may choose to offer sizable issues as negotiated so that pre-marketing and buyer education efforts may be done to more effectively promote the bond sale.

#### **6.2** Definitions of the Methods of Sale

A **competitive sale** is when bonds are awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest TIC bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. In today's market, bids primarily are submitted electronically through a secure website.

A **negotiated sale** is when the City chooses an underwriter or underwriting syndicate, generally from the pool selected through its Request for Qualification ("RFQ") process that is interested in reoffering a particular series of bonds to investors. The terms of the sale including the size of the underwriter's discount, date of sale, and other factors are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are more advantageous when there needs to be some flexibility in the sale date or when less conventional bond structures are being sold. Negotiated sales are also often used when the issue is particularly large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts.

A **private placement** is a sale of debt securities to a limited number of sophisticated investors. The City may engage a placement agent to identify likely investors. A private placement is beneficial when the issue size is small or when the security of the bonds is weak since the private placement permits issuers to sell riskier securities at a higher yield to investors that are familiar with the credit risk.

#### 7.0 REFUNDING OF DEBT

- 7.1 Refunding bonds are issued to retire all or a portion of an outstanding debt issue. Most typically this is done to refinance at a lower interest rate to achieve debt service cost savings. From time to time, the City may also issue refunding debt for purposes of restructuring debt, changing covenants, and/or changing the repayment source of the bonds. Such purpose should be specifically recognized by City Council.
- 7.2 Advance refunding and forward delivery refunding transactions for savings should be considered when the net present value savings as a percentage of the par amount of refunded bonds is at least 3% (three percent).
- 7.3 Current refunding transactions issued for savings should be considered when the net present value savings as a percentage of the par amount of refunded bonds is at least 2% (two percent).
- **7.4** General obligation bonds will be issued for refunding debt upon City Council approval. This issuance does not require voter approval.
- 7.5 When an escrow account will be used, the City may seek to purchase State and Local Government Securities (SLGS) to fund its refunding escrow. However, at the discretion of the CFO, the City may choose to fund an escrow through the purchase of treasury or agency securities on the open market when market conditions make such an option financially preferred.
- 7.6 Tender Offers: A tender offer is an offer made by an issuer to purchase back certain bonds from bondholders at a specific price and on a specific date, this enables issuers to find savings arising from a low purchase price despite higher market rates. The City will work with Financial Advisor and Bond Council to ensure the transaction serves as a cost savings mechanism to reduce future debt service payments.

7.5

#### 8.0 DEBT LIMITS

**8.1**—The total principal amount of general obligation bonds together with the principal

amount of all other outstanding tax-supported indebtedness of the City shall not exceed 10% (ten percent) of the total taxable assessed valuation of the City's tax rolls. (International City/County Management Association (ICMA) indicator 21)

Formula:	Net direct bonded long-term debt
	Total taxable assessed valuation

Net direct bonded long-term debt is defined as direct debt minus self-supporting debt

*Direct debt* is defined as bonded debt for which the local government has pledged its full faith and credit.

Self-supporting debt is bonded debt that the local government has pledged to repay from a source separate from its general tax revenues.

8.28.1 Net direct debt service as a percent of Net Operating Revenues should not exceed 20% (twenty percent). (ICMA indicator 21)

Formula:

Net direct debt service

Net operating revenues

Net direct debt service is the principal covered by ad valorem taxes.

Net operating revenues are the total revenues to the general, special revenue and debt service funds before any inter-fund transfer and less those revenues legally restricted to capital improvements or other special purposes. (Evaluating Financial Condition: A Handbook for Local Government, 2003, ICMA)

#### 9.0 MATURITY LEVELS

**9.1** The term of debt shall not exceed the expected useful life of the capital asset being financed and in no case shall it exceed 30 years—wWith the exception of capital assets purchased as per the purpose stated in the bond covenant or as per section 5.2 of this policy. The average general obligation bond maturities shall be kept at or below 26 years.

#### 10.0 MANAGEMENT OF DEBT SERVICE FUND

- 10.1 Interest earnings from unspent proceeds related to general obligation bonds and certificates of obligation shall be used solely to fund direct or related capital expenditures or to service current and future debt payments as determined by City Council in accordance to the bond ordinance. Interest earnings will be allocated in accordance with the City's Investment Policy, adopted annually by Council, and/or the bond ordinance which authorized the specified debt obligation. The amount of interest earnings for this allocation must be approved by City Council for any amount of the council for all council for any amount of the c
- 10.2 Debt service reserves for tax-supported debt shall not exceed a three-month reserve of the current year total debt service expenditure budget (i.e. Total Annual Debt Service Budget/12-months x 3 months). If this reserve balance is exceeded after the last debt payment of the fiscal year, a plan should be adopted to reduce the size of the reserves as quickly as possible without causing large variances in the ad valorem property tax rate.
- **10.3** The minimum debt service fund balance should exceed the debt service portion of the largest taxpayer's tax levy for the ensuing fiscal year.
- **10.4** Debt service reserves for revenue bonds shall be maintained at levels required by

controlling bond ordinances.

**10.5** The City adopted GASB 89 in regard to Capitalized Interest Cost. In financial statements prepared using the economic resources measurement focus, interest

cost incurred before the end of a construction period should be recognized as an expense in the period in which the cost is incurred. Such interest cost should not be capitalized as part of the historical cost of a capital asset. In financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles. (Governmental Accounting Standards Board, Statement 89)

**10.6** The City does not use derivatives in any debt or investment activities.

#### 11.0 ARBITRAGE

In a municipal bond context, *arbitrage* refers to investment earnings which a local government makes on funds which are borrowed in the tax-exempt market and invested in the taxable market. Generally, federal tax law prohibits the investment of bond proceeds at a yield which is materially higher than the yield on the bonds (i.e., prohibits positive arbitrage). As a result of this general prohibition, the City's issuance of tax-exempt indebtedness is governed by federal yield restriction rules (rules which govern whether and the extent that bond proceeds may be invested at a yield higher than the yield on the bonds) and rebate rules (rules which govern when arbitrage earned must be "rebated" to the federal government).

The City finances certain capital projects and debt refinancing through the issuance of taxadvantaged debt and it is the City's policy to comply with all applicable laws, regulations and contracts applicable to the debt.

Tax-advantaged bonds (tax-exempt, tax credit and direct pay) are obligations that receive preferential tax treatment under the Internal Revenue Code (the "Code"). Tax-advantaged status remains throughout the life of the debt, but this status may be lost if certain federal laws do not remain satisfied. Failure by the City to comply with these laws at any time during the life of the debt may result in the retroactive and prospective loss of the tax-advantaged status of the debt or the imposition of additional taxes or assessments on the City. Therefore, the Financial and Audit Oversight Committee was created with the purpose of overseeing policies set forth.

The City shall comply with all arbitrage rebate requirements as established by the Internal Revenue Service and the CFO shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking project expenditures financed with bond proceeds, tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding tax-exempt debt issues. The City enters into an agreement with an arbitrage service provider to assist the City with complying with arbitrage regulations.

For more information on arbitrage compliance refer to the Post Issuance Compliance Policy located under documents in myelpasotexas.gov

#### 12.0 CONTINUING DISCLOSURE

<del>12.0</del>

The City will comply when applicable with Rule 15(c)2-12 of the Securities and Exchange Commission by filing an annual report and annual financial information with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (EMMA). The City will also coordinate filing reportable events in EMMA with the Municipal Financial Advisor within 10 days of event taken place.

# 13.0 FINANCIAL OVERSIGHT AND AUDIT COMMITTEE

The Financial Oversight and Audit Committee (FOAC), was created by the City Council by Resolution dated August 21, 2012 (the "Committee") and is responsible for reviewing and making recommendations to the entire City Council regarding the financial affairs and policies

of the City, including City compliance with post-issuance federal tax requirements for the City's tax-advantaged debt. The CFO has the primary operating responsibility for establishing and maintaining the policy and guidelines to support compliance and for monitoring compliance on an ongoing basis with post-issuance federal tax requirements for the tax-advantaged debt. The policy and guidelines shall describe the processes used to ensure compliance with applicable laws, regulations and contracts, and identify the positions and individuals responsible for these processes. The guidelines should be consistent with those items referenced in IRS Publication 5091 Voluntary Compliance for Tax-Exempt and Tax Credit Bonds. To aid in ensuring compliance, staff will utilize the Post-issuance Compliance Policy and checklist developed by the Office of the Comptroller with the assistance of the Arbitrage Consultant, Bond Council and Municipal Financial Advisor. The CFO shall also consider options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Tax Exempt Bonds Voluntary Closing Agreement Program (TEB VCAP)) and shall take corrective action when necessary as established by the City's Post-issuance Compliance Policy Section 10.

#### 14.0 DEBT SERVICE TAX RATE

Council shall adopt the necessary debt service tax rate up to a maximum amount of forty cents (40 ¢) per \$100 valuation in order to meet debt service principal, interest and fee payments, net of transfers, for each particular fiscal/budget year, subject to any reserve availability as outlined in 10.2 above.

#### 15.0 \_RATINGS

- 15.1 The City will strive to maintain good relationships with bond rating agencies as well as disclose financial reports and information to these agencies and to the public.
- **15.2** The City will obtain a rating from at least one nationally recognized bond-rating agency on all issues being sold on the public market.
- 15.3 Timely disclosure of annual financial information including other information will be provided to the rating agencies. The Annual Comprehensive Financial Report (ACFR) will be prepared by management and attested to by an outside nationally recognized audit firm.
- 15.4 Timely disclosure of any pertinent financial information that could potentially affect the City's credit rating will also be presented to the ratings agencies, required information repositories, bond insurance companies insuring City debt, and commercial banks providing liquidity support for commercial paper programs.

#### 16.0 \_SELECTION OF FINANCIAL ADVISORS

- In order to obtain the best price, achieve a high level of quality service, promote fairness and objectivity, and allow the City to compare Financial Advisors, the City will prepare aan RFQ to select a Financial Advisor at least once every five years. City staff should review ongoing contracts periodically to ensure that the selected Financial Advisor is performing at a satisfactory level.
- 16.2 The Financial Advisor selected will provide financial advisory services related to the authorization and issuance of debt instruments or other securities as well as debt management planning services as requested by the City.
- 46.3 Any RFQ developed should provide, at a minimum, a clear and concise description of the scope of work, specify the length of the contract and indicate whether joint proposals.

with other firms are acceptable; include objective selection criteria and explain how proposals will be evaluated; and require all fee structures to be presented in a standard and clear format. In addition, the RFQ should include questions that distinguish firms' qualifications and experience, including relevant experience of the firm and the particular individuals assigned to the issuer.

#### 17.0 \_SELECTION OF UNDERWRITERS

- 17.1 In order to obtain the best price, achieve a high level of quality service, promote fairness and objectivity, and allow the City to compare underwriters, the City will prepare aan RFQ to select underwriters at least once every five years. Although the City anticipates using this RFQ as the basis for selecting Underwriters for all future debt issuances for general obligation, contractual obligations, revenue bonds and other such type debt, the City may solicit underwriters for certain future debt instruments that it determines require additional consideration or specialty such as pension obligation debt issuances.
- 17.2 A list of selected underwriters will be developed from responses to the RFQ process, which shall be provided to Council for its approval. This list will be used on a rotation basis from which to select underwriters for a particular transaction. City staff should review ongoing contracts periodically to ensure that the selected underwriter(s) are performing at a satisfactory level.
- 17.3 Any RFQ developed should provide, at a minimum, a clear and concise description of the scope of work, specify the length of the contract and indicate whether joint proposals with other firms are acceptable; include objective selection criteria and explain how proposals will be evaluated; and require all fee structures to be presented in a standard and clear format. In addition, the RFQ should include questions related distinguish firms' qualifications and experience, including relevant experience of the firm and the particular individuals assigned to the issuer.

#### 18.0 SELECTION OF BOND COUNSEL

- 18.1 \_The CFO shall coordinate with the City Attorney on the recommendation of bond counsel for debt issues. The recommendation will be submitted to the City Manager and upon approval by the City Manager, will then be forwarded to the City Council for final authorization and approval. Bond counsel will have comprehensive municipal debt knowledge and experience. When the bond counsel has been selected, they are responsible for providing an opinion to investors in two specific areas. The bond counsel must opine to investors that the securities are valid and legally binding obligations of the issuer. Then, the bond counsel will opine on whether the interest on the bonds is exempt from federal taxation.
- The bond counsel also prepares all bond documents necessary to execute the bond issuance. The bond counsel is responsible for coordinating with the City Attorney's office, City Clerk's office, and the Chief Financial Officer's Portfolio, as well as the City's financial advisor, to ensure that all tasks associated with the bond issuance are completed within prescribed timeframes. To the extent required by State law, bond counsel is responsible for coordinating with the Office of the Attorney General and the Office of the Comptroller of Public Accounts of the State of Texas matters relating to the approval of City obligations. The City values continuity in maintaining a relationship with bond counsel due to the complexity of issues and laws related in issuing municipal bonds. However, the City reserves the right to conduct a formal request for qualifications process.

#### 19.0 SELECTION OF ARBITRAGE REBATE COMPLIANCE SERVICES

- 19.1 In order to obtain the best price, achieve a high level of quality service, promote fairness and objectivity, and allow the City to compare companies offering arbitrage rebate compliance services, the City will prepare aan RFQ to select a company at least once every five years. City staff should review ongoing contracts periodically to ensure that the selected company is performing at a satisfactory level.
- 19.2 The company selected will provide arbitrage rebate compliance services related to the long-term tax exemptax-exempt bonds and other tax exemptax-exempt financing arrangements that are subject to the arbitrage rebate requirements in accordance with the applicable provisions of the Internal Revenue Code of 1986, as amended and the Treasury Regulations applicable to the long-term obligations.
- 19.3 Any RFQ developed should provide, at a minimum, a clear and concise description of the scope of work, specify the length of the contract and indicate whether joint proposals with other firms are acceptable; include objective selection criteria and explain how proposals will be evaluated; and require all fee structures to be presented in a standard and clear format. In addition, the RFQ should include questions that distinguish firms' qualifications and experience, including relevant experience of the firm and the particular individuals assigned to the issuer.

#### 20.0 DEBT MANAGEMENT POLICY REVIEW

This Debt Management Policy shall be reviewed at least biennially by the City Council and any modifications must be adopted by Council.

## El Paso, TX

#### Legislation Text

File #: 24-1648, 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 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.

Reguest that the City Manager be authorized to sign the Consent to Assignment of Contract No. 2020-1064R Full and Federal Cost Allocation Plan (the "Contract") by and between the City of El Paso, MGT of America, LLC dba MGT of America Consulting, LLC ("Assignor") and MGT Impact Solutions, LLC ("Assignee"). This consent to assignment will be for the time remaining of the current contract term, which expires September 30, 2025.

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

AGENDA DATE: December 3, 2024
PUBLIC HEARING DATE: Not Applicable

#### **CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Margarita 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 and Fiscal Management

**SUBGOAL:** 6.6 – Ensure continued financial stability and accountability through sound financial

management, budgeting and reporting.

#### SUBJECT:

Request that the City Manager be authorized to sign the Consent to Assignment of Contract No. 2020-1064R Full and Federal Cost Allocation Plan (the "Contract") by and between the City of El Paso, MGT of America, LLC dba MGT of America Consulting, LLC ("Assignor") and MGT Impact Solutions, LLC ("Assignee").

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

This consent to assignment will be for the time remaining of the current contract term, which expires September 30, 2025.

#### **SELECTION SUMMARY:**

N/A

#### **CONTRACT VARIANCE:**

N/A

#### **PROTEST**

N/A

#### PRIOR COUNCIL ACTION:

On September 15, 2020 City Council approved the award of contract 2020-1064R to MGT of America, LLC dba MGT of America Consulting, LLC for a three (3) year term and a two (2) year option to extend for a total amount of \$87,500.00.

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

Amount: N/A

Funding Source: General Fund

Account: 210 - 522150 - 1000 - 13120

# 

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

# COUNCIL PROJECT FORM (Consent to Assignment)

Please place the following item on the **CONSENT AGENDA** for the City Council of **December 3**, **2024**.

#### STRATEGIC GOAL: No. 6 – Set the Standard for Sound Governance and 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.

Request that the City Manager be authorized to sign the Consent to Assignment of Contract No. 2020-1064R Full and Federal Cost Allocation Plan (the "Contract") by and between the City of El Paso, MGT of America, LLC dba MGT of America Consulting, LLC ("Assignor") and MGT Impact Solutions, LLC ("Assignee"). This consent to assignment will be for the time remaining of the current contract term, which expires September 30, 2025.

#### RESOLUTION

**THAT** the City Manager be authorized to sign the Consent to Assignment of Contract No. 2020-1064R Full and Federal Cost Allocation Plan (the "Contract") by and between the City of El Paso, MGT of America, LLC dba MGT of America Consulting, LLC ("Assignor") and MGT Impact Solutions, LLC ("Assignee").

PASSED AND APPROVED this _	day of 2024.
	CITY OF EL PASO:
ATTEST:	Oscar Lesser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Oscar Gomez Assistant City Attorney	K. Nicole Cote, Managing Director Purchasing & Strategic Sourcing Department  Margarita Marin, Comptroller
	Office of the Comptroller

STATE OF TEXAS )	CONSENT TO ASSIGNMENT OF
	<b>CONTRACT NO. 2020-1064R</b>
COUNTY OF EL PASO )	

This Consent to Assignment is executed this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 2024, by and between the City of El Paso (the "City"), MGT of America, LLC dba MGT of America Consulting, LLC ("Assignor") now known as MGT Impact Solutions, LLC ("Assignee").

WHEREAS, on September 15, 2020, the City entered into Contract No. 2020-1064R with Assignor to provide *Full and Federal Cost Allocation Plan* (the "Contract") for an initial term of three (3) years, with up to two (2) one-year options to extend the term of the Contract, which is fully incorporated herein by reference, to provide such parts to the City; and

WHEREAS, after entering into said Contract on August 19, 2024 the Assignor underwent a name change and is now known as MGT Impact Solutions, LLC; and

WHEREAS, Assignor has requested that the City approve an assignment of the Contract to itself under its new name as Assignee; and

WHEREAS, Part 7 - Contract Clauses Section 13 of the Contract provides that, Contract is not assignable without the written consent of the City; and

WHEREAS, Assignee has agreed to be remain responsible for all duties and obligations under the Contract under its new name; and

**WHEREAS**, the City agrees to the assignment of all rights, duties and obligations encompassed in the Contract under its new name as Assignee.

#### NOW, THEREFORE, IT IS HEREBY AGREED as follows:

- 1. The City consents to the assignment of the rights, duties, and obligations under the Contract under its new name as Assignee.
- 2. Assignee agrees to assume and perform all duties, obligations, and responsibilities under the Contract under its new name.
- 3. All terms and conditions of the Contract shall remain in full force and effect.

(Signature Page to follow)

STATE OF TEXAS ) COUNTY OF EL PASO )		CONSENT TO ASSIGNMENT OF CONTRACT NO. 2020-1064R
	(Signatui	re Page)
EXECUTED this the	day of	2024
		THE CITY OF EL PASO:
		Dionne Mack City Manager
APPROVED AS TO FORM:  Osear Gomez Assistant City Attorney		APPROVED AS TO CONTENT:  K. Nicole Cote, Managing Director Purchasing & Strategic Sourcing Department  Margarita Marin, Comptroller Office of the Comptroller  ASSIGNOR: MGT of America, LLC dba MGT of America Consulting, LLC  Name:  A. Trey Traviesa
		Title: President and CEO  ASSIGNEE  MGT Impact Solutions, LLC  Name: A. Trey Traviesa  Title: President and CEO

#### MOTION SEPTEMBER 15, 2020

Motion made, seconded, and unanimously carried to **AWARD** Solicitation No. 2020-1064R Full and Federal Cost Allocation Plan to MGT of America, LLC dba MGT of America Consulting, LLC for the purpose of preparing OMB Uniform Guidance plan to be used to recover indirect costs from state and federal grants for an initial term of three (3) years at an estimated award of \$52,500.00. This award is to include two one-year options totaling \$35,000.00 for a total of five (5) year award of \$87,500.00.

#### **CONTRACT VARIANCE:**

The difference in cost, based on the comparison to the previous contract, is a decrease of \$7,500, a 12.5% reduction in price.

Department: Office of the Comptroller

Award to: MGT of America, LLC dba MGT of America Consulting, LLC

Tampa, Florida 33609

Items:AllInitial Term:3 YearsAnnual Amount\$17,500.00

 Initial Estimated Award:
 \$52,500.00 (3 years)

 Option Years
 \$35,000.00 (2 Years)

 Total Estimated Award:
 \$87,500.00 (5 Years)

 Account No.:
 210-522150-1000-13120

Fund Source Name: General Fund

Districts: All

This is a Request for Proposal service contract.

The Purchasing & Strategic Sourcing Department and the Office of the Comptroller recommend award as indicated to MGT of America, LLC dba MGT of America Consulting, LLC the bidder offering the best proposal. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

Laura D. Prine, City Clerk

14.1



August 19, 2024

**Dear Valued Customer:** 

We are writing to inform you that effective August 19, 2024, MGT of America Consulting, LLC is now MGT Impact Solutions, LLC. This change aligns with our mission of *Impacting Communities for Good* with our comprehensive solution set. The only change to our banking information is our bank account name as noted below. Please update your records accordingly.

For ACH delivery:

Account Name: MGT Impact Solutions, LLC

For Wire Transfers:

Account Name: MGT Impact Solutions, LLC

Our preferred method of payment is electronically via ACH or wire. If you are unable to remit payment electronically, the remittance address has also changed. The new remittance address is:

For delivery via regular US postal service:

For delivery via overnight courier service:

Invoices issued on or after August 19, 2024, will display our new name. Invoices issued prior to August 19, 2024, are not impacted by this change. You can pay those through your normal payment process.

In addition, we are also enclosing an updated Form W9 for your files.

If you have any questions or concerns, please contact AR team at arinv@mgt.us. We sincerely appreciate our partnership and thank you for your prompt assistance with this change.

Best regards,

Lindsay Huebler
Lindsay Huebler
VP, Controller

#### 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. 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	A. Trey Traviesa
Business Name	MGT Impact Solutions, LLC
Agenda Item Type	2020-1064R Full & Federal Cost Allocation Plans
Relevant Department	Office of the Comptroller

Disclosu	ıre Affirm	ation: Please 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		
		rade campaign contributions or donations totaling an aggregate of \$500 or more to the following incil member(s) during their campaign(s) or term(s) of City office:
OFF	FICE	CURRENT COUNCIL MEMBER NAME AMOUNT (\$)
Ma	ayor	110/080, 820, 1

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/186/280	
District 1	W 25	
District 2		
District 3	1138	
District 4	1380000	95/,//
District 5		
District 6	(FY A	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.

	11/2			
Signature:	6 Stopped	Date:	9/18/2024	

## El Paso, TX

#### **Legislation Text**

File #: 24-1595, 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**

Public Health, Veerinder Taneja, (915) 212-6502

#### AGENDA LANGUAGE:

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

A Resolution that the City Council approves the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code, and delegates the authority to City Manager to sign the Certificate of Authority for a Health Authority and all related agreements and forms required by the Department of State Health Services of the State of Texas.

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

**DEPARTMENT:** Public Health

**AGENDA DATE**: 12/3/2024 **PUBLIC HEARING DATE**:

CONTACT PERSON NAME AND PHONE NUMBER: Veerinder Taneja, MBBS; MPH, 915-212-6502

**DISTRICT(S) AFFECTED:** ALL DISTRICTS

STRATEGIC GOAL: #8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL: 8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO

PROMOTE A HEALTHY, PRODUCTIVE AND SAFE 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.

A resolution that the City Council approves the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code, and delegates the authority to City Manager to sign the Certificate of Authority for a Health Authority and all related agreements and forms required by the Department of State Health Services of the State of Texas. The total compensation of the health authority is set at \$75,000.00 per year for services rendered for that two-year term, except that in the event the World Health Organization declares a pandemic, and the El Paso City/County EP-PIA and Basic Plan are activated, compensation shall be set at a rate of \$10,000.00 every two weeks until such time as the Basic Plan and/or EP-PIA are deactivated.

#### **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? This resolution will allow for the re-appointment of Dr. Ocaranza as the Health Authority.

#### PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Yes, this agreement has been used before.

#### 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? \$75,000 per year from DPH general funds.

**************************************	
SECONDARY DEPARTMENT: None	
PRIMARY DEPARTMENT: Public Health	
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X YESNO	

<u>DEPARTMENT HEAD:</u> Veerinder Taneja, MBBS; MPH Veerinder Taneja

(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 Council approves the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code, and delegates the authority to City Manager to sign the Certificate of Authority for a Health Authority and all related agreements and forms required by the Department of State Health Services of the State of Texas. The total compensation of the health authority is set at \$75,000.00 per year for services rendered for that two-year term, except that in the event the World Health Organization declares a pandemic, and the El Paso City/County EP-PIA and Basic Plan are activated, compensation shall be set at a rate of \$10,000.00 every two weeks until such time as the Basic Plan and/or EP-PIA are deactivated.

<b>ADOPTED</b> this	day of	, 2024.
		THE CITY OF EL PASO
		Oscar Leeser,
ATTEST:		Mayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:  Veerinder Taneya
Mona M. Heydarian		Veerinder Taneja  Veerinder Taneja, Director
Assistant City Attorney		Department of Public Health

# APPOINTMENT OF HEALTH AUTHORITY <u>CITY OF EL PASO</u>

WHEREAS, the director of the City of El Paso's Department of Public Health is authorized, by ordinance and in conformity with Chapter 121 of the Texas Health and Safety Code, to appoint the Health Authority of the City of El Paso, with the approval of the City Manager.

**NOW, THEREFORE,** upon taking the OATH OF OFFICE, Hector I. Ocaranza, M.D., be and is hereby appointed health authority for the City of El Paso, Texas, effective for a two-year term of office beginning August 5, 2024.

Veerinder Taneja, Director	
Department of Public Health	

Veerinder Taneja

APPROVED:	

Dionne Mack City Manager

STATE OF TEXAS	)	
	)	
	)	PROFESSIONAL SERVICES CONTRACT
	)	Health Authority-Department of Public Health
COUNTY OF EL PASO	)	

This Professional Services Contract ("Contract") is entered into by and between the **CITY OF EL PASO**, hereinafter called "City," and **HECTOR I. OCARANZA, M.D.**, hereinafter referred to as "Contractor."

#### WITNESSETH:

WHEREAS, Section 121.033(d), Texas Health and Safety Code, provides that a director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body and the department; and

**WHEREAS**, Section 121.023, Texas Health and Safety Code, provides that a Health Authority has a two-year term of office; and

**WHEREAS**, Contractor is a physician capable of performing the duties of the Health Authority; and

**WHEREAS**, Contractor has been appointed as the Health Authority by the Director of the Department of Public Health, which appointment has been approved as required by state statute; and

**WHEREAS**, it is necessary and appropriate for the City to enter into this contract with Contractor to set the compensation and establish such other necessary and appropriate provisions for the Contractor's services while the Contractor serves during this term of office.

**NOW, THEREFORE,** the City and Contractor do hereby mutually agree as follows:

- 1. **Services.** During the Period of Contract, the Contractor shall be the Health Authority for the City of El Paso's Department of Public Health, and all jurisdictions which have by contract with the City agreed that the City's Health Authority shall serve as the Health Authority for that jurisdiction, and shall perform such services as required of a Health Authority under Section 121.024 of the Texas Health and Safety Code and any other applicable state statute.
  - 2. **Period of Contract.** The services of Contractor are to commence on August 5, 2024,

and shall continue for the ensuing two-year term of office.

3. <u>Compensation and Method of Payment.</u> Contractor shall be compensated in the amount of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$6,250.00) per month (\$75,000 per year), during the Period of Contract, except during instances when subsection 3.1 applies. The City will not pay any other fringe benefits. Contractor understands that, as an independent contractor, taxes will not be withheld for the Contractor's payment and, consequently, Contractor assumes all liability for payment of taxes on his earnings. Contractor shall receive no compensation from patients serviced by the Department of

Public Health for services rendered by the Contractor in his capacity as Health Authority and only the Department of Public Health shall be eligible to make application for Medicare, Medicaid, and other third-party health insurance coverage reimbursement.

- 3.1 In the event the World Health Organization declares a pandemic, and the El Paso City/County EP-PIA and Basic Plan (the "Plan") are activated, the Contractor agrees to perform the relevant services required by the Plan, and the City agrees to pay the Contractor for services rendered at a rate of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) every two weeks until such time as the Basic Plan and/or EP-PIA are deactivated. Upon de-activation of the El Paso City/County EP-PIA and Basic Plan, compensation shall revert back to the rate of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$6,250.00) per month.
- 4. <u>Location of Performance</u>. The place where such services are to be performed is the City and County of El Paso, State of Texas, or as otherwise necessary in conjunction with the performance of Contractor's statutorily required duties.
- 5. <u>Independent Contractor Relationship</u>. Nothing herein shall be construed as creating the relationship of employer and employee between the parties. The City nor Department of Public Health shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Contract, unless otherwise herein authorized.
- 6. **Proof of Lawful Work Status.** Contractor agrees to comply with the Immigration Reform and Control Act. Contractor agrees to complete all necessary forms or documents including Form I-9 and to provide proof of United States citizenship or lawful residency and work status within three (3) days of the execution of this Contract.
- 7. INDEMNIFICATION. As a condition of the granting of this Contract, the Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers,

agents and employees, HARMLESS FROM 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 AND/OR CONTRACTOR'S SERVICES AS **HEALTH AUTHORITY.** Without modifying the Contractor's obligation to preserve and assert any defense available to the City, the City will promptly forward to the Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor 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 Contractor 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. The Contractor will pay all judgments in actions defended by the Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by the Contractor, 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 Contractor's property from any cause.

- 8. **Law Governing Contract.** For purposes of determining the place of the Contract and the law governing the same, it is agreed that this Contract is entered into in the City of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.
- 9. **Termination.** Contractor may terminate this Contract upon thirty (30) days written notice to the City. This agreement shall automatically terminate in the event that Contractor ceases to be the Health Authority, to include but not be limited to Contractor's resignation or removal, or the appointment of a physician as the Director of the Department of Public Health. This agreement shall automatically terminate in the event that Contractor ceases to be a competent physician with a reputable professional standing who is legally qualified to practice medicine in Texas.
- 10. **Notices.** Notices required herein shall be either hand-delivered or mailed, postage pre-paid, to the following addresses:

City: City of El Paso

Attn: City Manager 300 N. Campbell El Paso, Texas 79901

W/ Copy to: Department of Public Health

Attn: Director 200 N Kansas St. El Paso, Texas 79901

Contractor: Hector I. Ocaranza, M.D.

1329 Calle Lago El Paso, Texas 79912

- Contract, provide all required services in accordance with applicable law. In addition, Contractor shall, at all times during the term of this Contract, satisfy all State and federal certifications, regulations, or licensure requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules and directives of State, federal and other governmental and regulatory bodies having jurisdiction over Contractor. Contractor agrees to give immediate written notice to the Director of the City of El Paso's Department of Public Health in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification or registration. Upon request, Contractor shall submit evidence of such licensing, certification or registration, if applicable, to the Director of the City of El Paso Department of Public Health.
- 12. <u>HIPAA Business Associate Agreement.</u> The Parties to this Contract agree to comply with the terms of the HIPAA Business Associate Agreement, attached hereto as Exhibit "A."
- 13. Amendment; Entire Agreement. Any amendment to this Contract must be in writing and signed by both parties in order to be valid. This Contract constitutes and expresses the entire agreement between the parties in reference to the services of the Contractor for the City of El Paso, and to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to the hiring of such services; all promises, representations and understandings relative thereto herein being merged.

IN W	ITNESS WHER	EOF, the parties hereto have duly executed this Professional Service	es.
Contract the	day of _	, 2024.	

IN WITNESS WHEREOF the parties have executed this Amendment at El Paso, Texas this			
day of, 2024.			
CITY OF ELPASO, TEXAS:	CONTRACTOR:		
	₹ <b>5</b>		
Dionne Mack	Hector I. Ocaranza, M.D.		
City Manager			
APPROVED AS TO CONTENT:	APPROVED AS TO FORM:		
Veerinder Taneja Veerinder Taneja, Director	Monaffeyli		
Veerinder Taneja, Director	Mona M. Heydarian		
Department of Public Health	Assistant City Attorney		

## EXHIBIT "A"

# (HIPAA BUSINESS ASSOCIATE AGREEMENT)

## FOLLOWS ON NEXT PAGE

STATE OF TEXAS	)	
	)	HIPAA BUSINESS ASSOCIATE AGREEMENT
COUNTY OF EL PASO	)	

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT is entered into by and between the CITY OF EL PASO, TEXAS ("City") and DR. HECTOR I. OCARANZA, by and through their duly authorized officials.

- (a) **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 (a)(a) to this section.
  - 1. **Agreement** shall refer to this document.
  - 2. **Business Associate** means the DR. HECTOR I. OCARANZA.
  - 3. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164.
  - 4. **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.
  - 5. **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.
  - 6. **Parties** shall mean BUSINESS ASSOCIATE and the CITY.
  - 7. **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.
- (a)(a) 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: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.
- (b) 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).)

(c) 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 services 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.)

- (d) 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)).
- (e) 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:
  - 1. The disclosure is required by law; or
  - 2. 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)).
- (f) **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)).
  - (g) BUSINESS ASSOCIATE OBLIGATIONS:
    - 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)).
- 2. **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)).
- 3. **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 if Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
- 4. **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)).
  - **4.1 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.
- 5. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees 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 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

- 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)).
- 6. **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.
- 7. **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)).
- 8. **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)).
- 9. 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)).
- 10. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to return or destroy all Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY. BUSINESS ASSOCIATE agrees not to retain any copies of the Information after termination of the Agreement. If return or destruction of the Information is not feasible, BUSINESS ASSOCIATE agrees to extend the protections of this Agreement for as long as necessary to protect the Information and to limit any further use of disclosure. If BUSINESS ASSOCIATE elects to destroy the Information, it shall certify to the CITY that the Information has been destroyed. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).

- 11. **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)).
- 12. **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)).
- 13. **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).
- 14. **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.
- 15. **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.
- 16. **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.
- (h) **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.
- (i) **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.

- (j) **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.
- (k) **Termination for Cause**. Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
  - (1) 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.
  - (2) Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
  - (3) Notify the Secretary of HHS if termination is not possible.



City Attorney's Office

**Document Review** 

Date Received <u>09/10/2024</u>

Department: City Attorney's Office

Document Subject/Description:

Public Services Agreement for the Health Authority.

Reviewed by: Manafleyl'

Mona Heydarian
Assistant City Attorney

Okay to sign: <u>Yes. As shown by the above signature, the</u> document is legally sufficient.

### Legislation Text

File #: 24-1639, 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**

Animal Services Department, Terry K. Kebschull, (915) 212-8742

#### AGENDA LANGUAGE:

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

Resolution that the City Manager is authorized to sign a First Amendment between the City of El Paso and El Paso Veterinary Medical Association to clarify the frequency of the monetary distribution, and to reduce the amount from \$1,500,000.00 to \$999,000.00 for the duration of the Agreement.

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

AGENDA DATE: December 3, 2024
PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Terry K. Kebschull, Animal Services Director (915) 212-8742

DISTRICT(S) AFFECTED: All

**STRATEGIC GOAL:** No. 8 - Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and

healthy environment

### **SUBJECT:**

Resolution that the City Manager is authorized to sign a First Amendment between the City of El Paso and El Paso Veterinary Medical Association to clarify the frequency of the monetary distribution, and to reduce the amount from \$1,500,000.00 to \$999,000.00 for the duration of the Agreement.

### **BACKGROUND / DISCUSSION:**

This First Amendment to the Agreement is entered into by and between the City of El Paso and the El Paso Veterinary Medical Association ("EPVMA") to outline the monetary amount and frequency of distributions to EPVMA. These funds will support El Paso Animal Services and assist pet owners with veterinary care costs.

### PRIOR COUNCIL ACTION:

A previous agreement was approved on August 30, 2022.

### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_X\_YES \_\_\_NO

**PRIMARY DEPARTMENT:** Animal Services

**SECONDARY DEPARTMENT:** 

	*****	*********REQU	JIRED AUTHORIZATION************************************	•
<u>DEPARTME</u>	NT HEAD:			
		y	1/1/11/11/11	

Terry K. Kebschull, Animal Services Director

### RESOLUTION

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

That the City Manager is authorized to sign a First Amendment between the City of El Paso and El Paso Veterinary Medical Association to clarify the frequency of the monetary distribution, and to reduce the amount from \$1,500,000.00 to \$999,000.00 for the duration 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:
	Teny Kebschull Terry Kebschull, Director
Carlos L. Armendariz	Terry Kebschull, Director
Assistant City Attorney	El Paso Animal Services Department

# THE STATE OF TEXAS ) FIRST AMENDMENT TO AGREEMENT COUNTY OF EL PASO )

This First Amendment to the Agreement ("First Amendment") is made on , 2024 and is between the City of El Paso, a municipal corporation under the laws of the State of Texas (the "City") and El Paso Veterinary Medical Association ("EPVMA").

WHEREAS, on August 30, 2022, the City and the EPVMA entered into an Agreement (the "Agreement") for a monetary amount to be transferred to EPVMA to support El Paso Animal Services and pet owners with the cost of veterinary needs; and

WHEREAS, the term of the Agreement is for one (1) year period and will automatically renew annually unless one of the parties terminates; and

WHEREAS, the EPVMA has requested that the transfer amount be reduced from \$1,500,000.00 to \$999,000.00; and

WHEREAS, the parties wish to amend to clarify that each renewal of the agreement will include a transfer amount of up to \$999,000.00 that is separate and distinct from the previous transfers.

NOW, THEREFORE, The City and EPVMA agree as follows:

1. Section 1. Purpose of Contract is amended to read as follows:

The purpose of this Agreement is to transfer up to \$999,000.00 to the EPVMA for each term period and renewal to support pet owners with the cost of veterinary needs including but not limited to minor surgeries, injuries, x-rays, abrasions, and spaying and neutering.

Except as expressly amended by this First Amendment, the Agreement remains in full force and effect as written therein

[Signatures begin on the following page]

THE STATE OF TEXAS ) COUNTY OF EL PASO )	FIRST AMENDMENT TO AGREEMENT
	CITY OF EL PASO:
	Dionne Mack City Manager Date signed:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Carlos Armendariz Assistant City Attorney	Terry Rebschull, Director El Paso Animal Services Department
,	EL PASO VETERINARY MEDICAL ASSOCIATION:
	Name: Helen Vega Title: EPVMA 2024 President Date: 11/15/2024

#### RESOLUTION

WHEREAS, the City of El Paso and the El Paso Veterinary Medical Association ("EPVMA") desire to work together to fulfill the community's veterinary needs, including but not limited to minor surgeries, injuries, x-rays, abrasions, and spaying and neutering pets; and

WHEREAS, many of the veterinarians practicing in the City of El Paso are members of EPVMA; and

WHEREAS, one of the missions of the EPVMA is to support cross-organization animal programs that benefit the entire community; and

WHEREAS, Title 7.12.020 requires all dogs and cats over the age of four months that are transferred to a new owner from the shelter to be spayed or neutered; and

WHEREAS, the City of El Paso wishes to transfer up to \$1.5 million to the EPVMA to support El Paso Animal Services and pet owners with the cost of veterinary needs including but not limited to minor surgeries, injuries, x-rays, abrasions, and spaying and neutering to support, nurture, and promote overall public health by reducing disease in the community including but not limited to rabies control and the overpopulation of animals; and

WHEREAS, City Council finds the Agreement serves a public purpose, generates adequate consideration in exchange for the expenditure, and there is sufficient controls and consideration to enter into the Agreement.

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

THAT the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and the EL PASO VETERINARY MEDICAL ASSOCIATION (EPVMA) for the City of El Paso to transfer up to \$1.5 million to the EPVMA to promote overall community health by increasing spaying and neutering pets to promote a healthy and sustainable animal community in the City.

(Signatures on the following page)

APPROVED this 30 day of August, 2022.

CITY OF EL PASO

Oscar Leeser

Mayor

ATTEST:

Laura D. Prine

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Evy A. Sotelo

Assistant City Attorney

Terry K. Kebschull, Director Animal Services Department

STATE OF TEXAS	)	
	)	<b>AGREEMENT</b>
COUNTY OF EL PASO	)	

THIS AGREEMENT, entered into this 30 day of August, 2022 by and between the CITY OF EL PASO (the "City") and EL PASO VETERINARY MEDICAL ASSOCIATION ("EPVMA").

WHEREAS, the City of El Paso and the El Paso Veterinary Medical Association ("EPVMA") desire to work together to fulfill the community's veterinary needs, including but not limited to spaying and neutering pets; and

WHEREAS, many of the veterinarians practicing in the City of El Paso are members of EPVMA; and

WHEREAS, the City of El Paso wishes to transfer up to \$1.5 million to the EPVMA to support El Paso Animal Services and pet owners with the cost of veterinary needs including but not limited to minor surgeries, injuries, x-rays, abrasions, and spaying and neutering to support, nurture, and promote overall public health by reducing disease in the community including but not limited to rabies control and the overpopulation of animals; and

WHEREAS, City Council finds the Agreement serves a public purpose, generates adequate consideration in exchange for the expenditure, and there is sufficient controls and consideration to enter into the Agreement.

**NOW, THEREFORE,** the parties hereby agree as follows:

<u>PURPOSE</u>. The purpose of this Agreement is to transfer up to \$1.5 million to the EPVMA
to support pet owners with the cost of veterinary needs including but not limited to minor
surgeries, injuries, x-rays, abrasions, and spaying and neutering.

### 2. <u>EPVMA OBLIGATIONS</u>.

2.1 EPVMA shall inform its veterinary members of the availability of funds to assist El Paso Animal Services and indigent pet owners with the cost of veterinary needs. Pet owners will be identified by the City and in turn, sent to EPVMA for services to be funded by this Agreement.

- 2.2 EPVMA will be informed by the City and the Animal Services Department of particular pet owners who require assistance with veterinary needs. These pet owners will be directed to a veterinary member of the EPVMA.
- 2.3 EPVMA shall inform its veterinary members of the deadline of 30 days to provide to EPVMA: 1) pet owners' information; 2) services rendered, 3) cost of services rendered, and 4) reference number provided by EPAS to be used for accounting purposes.
- 2.4 EPVMA shall forward information provided by its veterinarian members to the City within 10 days of receiving said information.

### 3. CITY'S OBLIGATIONS.

- 3.1 The City will, on a case by case basis, send pet owners to EPVMA for assistance with veterinary needs as determined by the City. And the City will transfer funds as needed.
- 3.2 The City will, on a case by case basis, send City owned pets to EPVMA for assistance with veterinary needs as determined by the City. And the City will transfer funds as needed.
- 3.3 The City shall receive from EPVMA information describing the usage of the funds by EPVMA's member veterinarians.
- 4. TERM. This Agreement shall be in effect for a one-year period, commencing Aug 30, 2022 and ending Aug 30 m, 2023. The parties concur that this Agreement shall automatically renew annually unless one of the parties terminates it in accordance with the termination provisions.
- 5. INDEPENDENT CONTRACTORS. EPVMA and the City are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither EPVMA nor the City nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

### 6. TERMINATION.

6.1 Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party.

- In the case a party commits an event of default, the non-defaulting party may terminate the Agreement. The non-defaulting party must provide the defaulting party with written notice of the default, and must allow the defaulting party a 10-day cure period which shall begin on the date of the defaulting party's receipt of said notice. If the defaulting party is not able to cure the default in that 10-day period, this Agreement shall immediately terminate, unless the defaulting party informs the non-defaulting party in writing prior to the end of the 10-day cure period that the defaulting party cannot cure the default within the 10-day period and that the defaulting party shall make its best effort to cure the default within the next 20 days beginning on the date of the written notice from the defaulting party. If the default is not cured by the end of that 20-day period, this Agreement shall terminate.
- 6.3 Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

### 7. <u>INSURANCE</u>.

- A. EPVMA will not direct any work or funds to any members that do not have the following insurance policies.
  - 1. LIABILITY INSURANCE. Liability Insurance from a solvent company authorized to do business in the State of Texas. The liability insurance must provide coverage for the Contractor and its employees in the minimum amounts of \$1,000,000.00 per occurrence for bodily injury or wrongful death and One Million Dollars \$1,000,000 per occurrence for property damage. The Contractor will ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability. If the Contractor is performing Work near any railroad or streetcar track, then the Contractor will provide liability insurance that provides railroad protective liability insurance in the amount of \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence
  - 2. WORKERS COMPENSATION. If required by law, the Contractor will obtain 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 will cover all of the persons engaged in the work.

- AUTO LIABILITY. Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used by Contractor, its employees, contractors or agents, in connection with the work being performed under this Agreement with limits of liability not less than \$1,000,000.00 for each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- 4. PROFESSIONAL LIABILITY INSURANCE. Professional Liability Insurance for the benefit of the City to cover the errors and omissions of the Contractor, 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.
- B. Contractor will maintain the insurance policies described above throughout the Term of this Agreement. The Contractor will ensure that all policies comply with the following:
  - The Contractor may provide the insurances required in this section in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.
  - Prior to performing any Work, the Contractor will provide the City copies of all insurance policies along with all endorsements and certificates of insurance.
  - The Contractor will provide the City all certificates evidencing renewal or replacement of said policies of insurance at least 15 calendar days prior to the expiration or cancellation of any such policies.
  - 4. 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. The City may reject an issuer of an insurance policy in the City's sole discretion.
  - Each policy, except those for Workers' Compensation, 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.
  - Contractor will obtain the prior written approval of the City's Risk Manager for any deductibles, aggregate caps, and endorsements on any insurance policy required under this Agreement.

- The Contractor will require the insurance policy issuer to provide the City 30 calendar days advance notice of any reduction in coverage under an insurance policy.
- 8. Each policy must expressly state that it may not be canceled or non-renewed unless there are 30 calendar days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company.
- Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.
- 10. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.
- 8. INDEMNIFICATION. EPVMA SHALL INDEMNIFY, DEFEND AND HOLD THE CITY AND ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, SUITS, CLAIMS, JUDGMENTS, FINES OR DEMANDS ARISING BY REASON OF INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY, INCLUDING ALL REASONABLE COSTS FOR INVESTIGATION AND DEFENSE THEREOF (INCLUDING, BUT NOT LIMITED TO ATTORNEY FEES, COURT COSTS AND EXPERT FEES), OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THIS CONTRACT, WHICH ARE THE RESULT OF ACTS OF NEGLIGENCE OF EPVMA OR EPVMA'S AGENTS OR EMPLOYEES. EPVMA SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. EPVMA SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS CONTRACT.

### 9. GENERAL.

9.1 NOTICE. 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. Written notice to the City shall be directed to:

Tommy Gonzalez, City Manager

City Hall P.O. Box 1890

El Paso, Texas 79950-1890

Copy to:

Terry K. Kebschull, Director Animal Services Department 5001 Fred Wilson

El Paso, Texas 79906

Written notice to the El Paso Veterinary Medical Association shall be directed to:

Eric Boehm
Executive Director
El Paso Veterinary Medical Association
P.O. Box 971412
El Paso, Texas 79997

- 9.2 <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.
- 9.3 <u>SUCCESSION</u>. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the City and the EPVMA and their successors, assigns, legal representatives, heirs, executors and administrators.
- 9.4 <u>LAW GOVERNING AGREEMENT</u>. The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts in El Paso County, Texas.
- 9.5 NO WAIVER BY CITY. No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- 9.6 <u>ASSIGNMENT</u>. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld.
- 9.7 <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.

- 9.8 <u>COMPLIANCE WITH LAWS</u>. EPVMA agrees that all services provided 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, EPVMA reserves the right to notify City in writing of any suggested modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 9.9 FORCE MAJEURE. The time within which EPVMA shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of EPVMA. Notwithstanding anything contained anywhere else in this Agreement, EPVMA shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.
- 9.10 LOCATION OF PERFORMANCE. The services described in this Agreement shall be performed in the City and County of El Paso, State of Texas.
- 9.11 ENTIRE AGREEMENT; COUNTERPARTS; AMENDMENT. This Agreement constitutes the entire contract between the City and EPVMA 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. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 30 day of August, 2022.

(Signatures follow on next page)

STATE OF TEXAS COUNTY OF EL PASO	) <u>AGREEMENT</u>	
	Signature Page	
	Mr Jam	
	Tommy Gonzalez City Manager	-
APPROVED AS TO FOR	APPROVED AS TO CONTENT:	
Evy A. Sotelo	Terry K. Kebschull, Director	
Assistant City Attorney	Animal Services Department	
EL PASO VETERINARY	MEDICAL ASSOCIATION	
Name Printed: Eric T Title: Executive V	Buchm	
General Counsel, EPVMA		

Name Printed:\_\_\_ Title:\_\_

> Lane Ah u By

# Legislation Text

File #: 24-1627, 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: December 3, 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 B)

### **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 December 3, 2024

1.	Maria Pinon, in the amount of \$63.41, made an overpayment on February 1, 2021 of 2020
	taxes.
	(Geo. #G825-000-0010-0130)

2. Maria Pinon, in the amount of \$229.84, made an overpayment on February 1, 2021, of 2020 taxes.

(Geo. #G825-000-0050-0240)

Maria O. Pasillas, RTA
Tax Assessor Collector

Laura D. Prine City Clerk



SEP 2 5 2024

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

Geo No. G825-000-0010-0130 Prop ID

74215

Legal Description of the Property

1 GRIJALVA GARDENS WLY 57.20 FT OF 13

(4576 SQ FT)

MARIA PINON 759 ELIGIO EL PASO, TX 79927

751 GRIJALVA DR 79927

OWNER: PINON GUADALULPE

2020 OVERAGE AMOUNT

\$63.41

SOCORRO ISD, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2

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 in	nust be completed, signed, and	submitted with supporting	g documentation to be valid.
Step 1. Identify the refund	Who should the refund be issued to:		别	
recipient. Show information for whomever will be receiving the refund.	Name: Maria Pir Address: 759 Eligi City, State, Zip: El Paso			
	Daytime Phone No.: 915-319		E-Mail Address: Lo	orrasi4 6 yanoo
Step 2. Provide payment	Payment made by:	Check No.	Date Paid	Amount Paid
information.  Please attach copy of cancelled check, original receipt, online	Electronic Check	CC003603659	02/01/2021	\$969.10
payment confirmation or bank/credit card statement.	TOTAL AN	OUNT PAID (sum of the	ahove amounts)	
Step 3. Provide reason for	TOTAL AMOUNT PAID (sum of the above amounts)  Please check one of the following:			
this refund.	I paid this account in error and I am entitled to the refund.			
Please list any accounts and/or 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):			
	30 00			
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 c guilty of a Class A misdemeanor or	orrect. ( If you make a fals	e statement on this app	lication, you could be found
J. 9/20/24	SIGNATURE OF REQUESTOR (REQUIRED) PRINTED NAME & DATE			
XME !	Muia Room	n	Jaria Pino	0 9/12/24
	It Correct to the	11.	WII 105 1 1 1 10	
TAX OFFICE USE ONLY:	Approved Denied	By: N.L.	Date:	7-25-24

### 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, Maria Pinon ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on February 1, 2021 in the amount of \$63.41 (Sixty-Three and 41/100 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 Maria Pinon, 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 \$63.41 (Sixty-Three and 41/100 Dollars) is approved.

APPROVED this	day of	, 2024.
		CITY OF EL PASO:
ATTEST:		Oscar Leeser Mayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPR	OVED AS TO CONTENT:
		Maria O. Pasillas
Oscal Gomez		Maria Pasillas
Assistant City Attorney		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

**Geo No.** G825-000-0050-0240

Prop ID 119006

Legal Description of the Property

5 GRIJALVA GARDENS LOT 24 (10080 SQ FT)

759 ELIGIO DR

MARIA PINON 759 ELIGIO EL PASO, TX 79927

0PV

OWNER: PINON DANIEL & MARIA G

2020 OVERAGE AMOUNT \$229

4: CITY OF SOCORRO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid. Who should the refund be issued to: Step 1. Identify the refund recipient. Name: Show information for Address: whomever will be receiving the refund. City, State, Zip: porras 14 @ uahoo com Daytime Phone No.: E-Mail Address: Check No. Date Paid Amount Paid Payment made by Step 2. Provide payment information. 02/01/2021 \$3,513.17 Electronic Check CC003603527 Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. 3513.17 TOTAL AMOUNT PAID (sum of the above amounts) Please check one of the following: Step 3. Provide reason for this refund. I paid this account in error and I am entitled to the refund. Please list any accounts and/or 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): By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I Step 4. Sign the form. have given on this form is true and correct. (If you make a false statement on this application, you could be found Unsigned applications cannot guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) be processed. SIGNATURE OF REQUESTOR (REQUIRED) PRINTED NAME & DATE

X

PAX OFFICE USE ONLY:

Approved

Denied

Date:

### **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, Maria Pinon ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on February 1, 2021 in the amount of \$229.84 (Two Hundred and Twenty-Nine and 84/100 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 Maria Pinon, 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 \$229.84 (Two Hundred and Twenty-Nine and 84/100 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:
		Maria O. Pasillas
Oscar Gomez		Maria Pasillas
Assistant City Attorney		Tax Assessor/Collector

### ATTACHMENT B

### TAX REFUNDS OVER THREE (3) YEARS December 3, 2024

1.	Maria Pinon, in the amount of \$63.41, made an overpayment on February 1, 2021 of 2	2020
	taxes.	

(Geo. #G825-000-0010-0130)

2. Maria Pinon, in the amount of \$229.84, made an overpayment on February 1, 2021, of 2020 taxes.

(Geo. #G825-000-0050-0240)

Maria O. Pasillas, RTA

Tax Assessor Collector

Laura D. Prine City Clerk

# Legislation Text

File #: 24-1661, Version: 1

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

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

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

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

### AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$500.00 from Oscar Leeser.

# Legislation Text

File #: 24-1675, 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 contributions by Representative Josh Acevedo in the amounts of \$1,500 from L. Frederick Francis and \$1,000 from El Paso Electric Company Employee PAC Texas.

# Legislation Text

File #: 24-1660, 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 Lauren Ferris, candidate for Judge Municipal Court No. 4, in the amount of \$500.00 from Kastl Law, P.C.

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



AGENDA DATE:		_		
CANDIDATE NAME:				
OFFICE SOUGHT:				
STRATEGIC GOAL: G	Soal 6 Set the Standard for Sound Governance and	d Fiscal Management		
SUBGOAL: 6.8 Suppo	ort Transparent and Inclusive Government			
SUBJECT:				
•	Section 2.92.080 of the City Code: receipt of can	. •		
ωу	, Candidate for the C in the amount of \$			
BACKGROUND / DISC Ordinance 019620 ad candidates to provide	DDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NECTIONS:  opted on April 23, 2024 amended Section 2.9  notice of contributions of \$500.00 or more for notice meeting in the same manner as members of Contributions.	92.080 (E) to require otation on the consent		
PRIOR COUNCIL ACT	-	•		
Ordinance 019581 ado <sub>l</sub> Members.	pted on December 12, 2023 enacted the same req	uirement for City Counci		
AMOUNT AND SOURCE	CE OF FUNDING:			
N/A				

# Legislation Text

File #: 24-1665, 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 Fabiola Campos-Lopez, candidate for District 7, in the amount of \$500.00 from David Alvidrez.

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



AGENDA DATE:			
CANDIDATE NAME:			
OFFICE SOUGHT:			
STRATEGIC GOAL: 0	Soal 6 Set the Standar	rd for Sound Governance an	d Fiscal Management
SUBGOAL: 6.8 Suppo	ort Transparent and Inc	clusive Government	
SUBJECT:			
For notation pursuant t	o Section 2.92.080 of	the City Code: receipt of ca	mpaign contributions
by	, Candidate for the Office of		
		in the amount of \$	from
YOU MAY INCLU	JDE ADDITIONAL AMOUNTS	AND CONTRIBUTORS' NAMES AS N	IEEDED IN THIS BOX
BACKGROUND / DISC			22.22.45
		2024 amended Section 2 s of \$500.00 or more for r	
•		me manner as members of 0	
PRIOR COUNCIL ACT	<u>'ION:</u>		
Ordinance 019581 ado Members.	pted on December 12	, 2023 enacted the same red	quirement for City Council
AMOUNT AND SOUR	CE OF FUNDING:		
N/A			

### **Legislation Text**

File #: 24-1666, 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 Chris Hernandez, candidate for District 7, in the amounts of \$500.00 from El Paso Association of Contractors PAC, \$2000 from El Paso Association of Firefighters Local 51, \$2500 from El Paso Municipal Police Officers \$500 from Rogelio Lopez, \$5000 from Texas Realtors PAC, \$1000 from Elizabeth lownfield, \$500 from Adam Frank, \$2500 from Woody and Gayle Hunt, \$1250 from Gerald J Rubin, \$2000 from Paige Fox, \$1000 from Joshua Hunt, \$1500 from Miguel Fernandez, \$1000 from L. Frederick Francis, \$2000 from Steve Fox, \$1500 Blake and Nicole Anderson, and \$1000 Sue Anderson.

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



AGENDA DATE:
CANDIDATE NAME:
OFFICE SOUGHT:
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
in the amount of \$ from
YOU MAY INCLUDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEEDED IN THIS BOX  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
**************************************

### Legislation Text

File #: 24-1667, 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 Alejandra Chavez, candidate for District 1, in the amounts of \$1,500 from Miguel Fernandez; \$1,500 from Kelly Tomblin, \$1,000 from Ted Houghton, \$1,000 from Lane Gaddy, \$1,000 from The El Paso Association of Fire Fighters Local 51, Inc. PAC, \$1,000 from Sundt Texas PAC, \$1,000 from Robert E Urrea, \$1,000 from Rosa Santana, \$500 from Javier Lucatero, \$500 from Adam Frank, \$1,000 from Gerald Rubin, \$1,000 from Donald Margo & Adair Margo, \$2,500 from Woody & Gayle Hunt, \$500 from Victor Arias, \$1,000 from Richard Aguilar, \$500 from Richard Lange, \$500 from Alex Del Moral, \$2,000 from Ronald Lowenfield, \$1,000 from Robert F. Foster, \$2,000 from Frederick Francis, \$1,500 from Steve Ortega, \$1,250 from Aaron Chiu, \$1,000 from Edward & Margarita Escudero, \$500 from Rogelio Lopez, \$500 from Benjamin Arriola, \$1,000 from Raul Ordaz, \$1,000 from Paige Fox, \$1,000 from Edward Houghton, \$1,000 from Gary & Cecilia Porras, and \$500 from Elia del Carmen Mares.

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



AGENDA DATE:			
CANDIDATE NAME:			
OFFICE SOUGHT:			
STRATEGIC GOAL:	Soal 6 Set the Standa	ard for Sound Governance and Fi	iscal Management
SUBGOAL: 6.8 Suppo	ort Transparent and I	Inclusive Government	
SUBJECT:			
·		of the City Code: receipt of campa	
by		, Candidate for the Office	
		in the amount of \$	irom
YOU MAY INCL	UDE ADDITIONAL AMOUNT	TS AND CONTRIBUTORS' NAMES AS NEED	ED IN THIS BOX
Ordinana 010620 as		2024 amonded Section 2.02	000 (F) to require
	•	, 2024 amended Section 2.92. ons of \$500.00 or more for nota	` ,
agenda of the City Cou	ıncil meeting in the sa	ame manner as members of City	Council.
PRIOR COUNCIL ACT	ΓΙΟΝ:		
Ordinance 019581 add Members.	pted on December 1	2, 2023 enacted the same require	ement for City Council
AMOUNT AND SOUR	CE OF FUNDING:		
N/A			

### **Legislation Text**

File #: 24-1668, 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 Ivan Niño, candidate for District 5, in the amounts of \$1,000 from the El Paso Association of Firefighters Local 51 PAC, \$1,000.00 from the El Paso Police Officers' Municipal Association PAC, \$2,500.00 from Woody L. & Gayle G. Hunt, \$2,500.00 from L. Frederick Francis, \$500.00 from Ronald Lowenfield, \$500 from Adam Frank, \$1,250.00 from Gerald Rubin, \$250.00 from Kirk Robison, \$1,000.00 from Paige Fox, \$500.00 from Gary Porras, \$1,000.00 from Miguel Fernandez, \$1,000.00 from Steve Fox, and \$1,500.00 from Raymond and Kathy Palacios.

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



AGENDA DATE:		
CANDIDATE NAME:		
OFFICE SOUGHT:		
STRATEGIC GOAL:	Goal 6 Set the Standard for Sound Governance and	Fiscal Management
SUBGOAL: 6.8 Supp	ort Transparent and Inclusive Government	
SUBJECT:		
•	to Section 2.92.080 of the City Code: receipt of cam	. •
	, Candidate for the O in the amount of \$	
BACKGROUND / DIS Ordinance 019620 accandidates to provide	UDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEW  CUSSION:  dopted on April 23, 2024 amended Section 2.9  notice of contributions of \$500.00 or more for no uncil meeting in the same manner as members of Ci	92.080 (E) to require otation on the consent
PRIOR COUNCIL ACT	•	
Ordinance 019581 add Members.	opted on December 12, 2023 enacted the same requ	uirement for City Counci
AMOUNT AND SOUR	CE OF FUNDING:	
AMOUNT AND SOUR N/A	CE OF FUNDING:	



### **Legislation Text**

File #: 24-1629, 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 Libraries, Norma Martinez, (915) 212-3200

#### 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: 4.2 - Create innovative recreational, educational and cultural programs.

### Award Summary:

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Ace Government Services, LLC, referencing Contract 2020-1081 Janitorial Services - Libraries. This change order is to increase the contract by \$83,031.00 for a total amount not to exceed \$1,852,433.46. The change is to include the Mexican American Multicultural Center (MACC) location.

#### **Contract Variance:**

Not Applicable.

Department: Libraries

Award to: Ace Government Services, LLC

City & State: El Paso, Texas

Current Contract Estimated Amount: \$1,769,402.46

Change Order Award: \$83,031.00

Total estimated Amount not to Exceed: \$1,852,433.46

Account(s): 453 - 1000 - 522060 - all divisions Funding Source(s): Libraries General Fund

District(s): All

This was a Best Value Award - unit price contract.

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

AGENDA DATE: December 3, 2024
PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Norma Martinez, Director of Library Services, (915) 212-3200

K. Nicole Cote, Managing Director of Purchasing & Strategic Sourcing, (915)

212-0043

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 4 – Enhance El Paso's Quality of life through Recreations, Cultural and

Educational Environments.

**SUBGOAL:** 4.2 – Create innovative recreational, educational and cultural programs.

### SUBJECT:

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Ace Government Services, LLC, referencing Contract 2020-1081 Janitorial Services - Libraries. This change order is to increase the contract by \$83,031.00 for a total amount not to exceed \$1,852,433.46. The change order it to include the Mexican American Multicultural Center (MACC) location.

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

The contract modification will allow the Libraries Department to cover the hourly rate increase for janitorial services, additional hours to provide services to the Mexican American Multicultural Center (MACC).

### **SELECTION SUMMARY:**

N/A

### **CONTRACT VARIANCE:**

N/A

#### **PROTEST**

No protest received for this requirement.

### PRIOR COUNCIL ACTION:

On January 5, 2021 City Council approved the contract 2020-1081 to Ace Government Services, LLC for a term of (3) years to include a (2) year option to extend for an estimated amount of \$1,808,223.30.

### AMOUNT AND SOURCE OF FUNDING:

Amount: \$83.031.00

Funding Source: Libraries

Account: 453-1000-522060-All divisions

### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

**PRIMARY DEPARTMENT:** Libraries

**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

2020-1081 Janitorial Services - Libraries

Revised 1/23/2023-V3 - Previous Versions Obsolete

**************************************	AUTHORIZATION**************
	AUTHORIZATION

### **DEPARTMENT HEAD:**

Norma Ø. Martinez

Norma Martinez, Director of Library Services

## Project Form (Change Order)

Please place the following item on the Consent Agenda for the City Council of December 3, 2024.

Strategic Goal 4 – Enhance El Paso's Quality of life through Recreations, Cultural and Educational Environments.

The linkage to the Strategic Plan is subsection: 4.2 – Create innovative recreational, educational and cultural programs.

### **Award Summary:**

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Ace Government Services, LLC, referencing Contract 2020-1081 Janitorial Services - Libraries. This change order is to increase the contract by \$83,031.00 for a total amount not to exceed \$1,852,433.46. The change order is to include the Mexican American Multicultural Center (MACC) location.

#### **Contract Variance:**

Not Applicable.

Department: Libraries

Award to: Ace Government Services, LLC

City & State: El Paso, Texas
Current Contract Estimated Amount: \$1,769,402.46
Change Order Award: \$83,031.00
Total estimated Amount not to Exceed: \$1,852,433.46

Account(s): 453 – 1000 – 522060 - All Divisions

Funding Source(s): Libraries General Fund

District(s):

This was a Best Value Award - unit price contract

### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

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

#### Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.

The term includes a loan or extension of credit, other than those expressly excluded by the Texas

Election Code, and a guarantee of a loan or extension of credit.

"Contributor" A person making a contribution, including the contributor's spouse.

"Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in

their district.

"Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in

part, or is operated by the individual, that is the subject of a council agenda item.

"Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and

other award that council will vote on.

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

#### Contributor / Donor Information:

Steven Chapel
Ace Government Services, LLC
Janitorial Services
Libraries

Disclos	ure Affirmation: Please 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.
V	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 EI 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 / Sta	
District 1	1/w/8 4\	8/2/1
District 2		2 60
District 3	ILIE A	21011
District 4	11, 1300000	5/,//
District 5	////238.	
District 6	MAY A	5//
District 7	A ZZZZZ	
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.

	11/13/2024
Signature:	Date:
Control of the contro	COMMUNICATION CO.

### Legislation Text

File #: 24-1644, 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 Human Resources, Mary L. Wiggins, (915) 212-1267

#### 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: 6.5 - Deliver services timely and effectively with focus on continual improvement.

### **Award Summary:**

The award of Solicitation 2024-0620R Actuarial Services & Consulting for Fire, Police Department, and Civilian Plan to Foster & Foster Consulting Actuaries, Inc., dba Foster & Foster, Inc., for a one (1) year term and an estimated award of \$50,000.00. This contract will provide actuarial and consulting services to assist the City in complying with all provisions of HB 2664 codified as §802.1012 Texas Government Code in the review of five years of annual valuations and any experience studies regarding the El Paso Firemen's Pension Fund, El Paso Policemen's Pension Fund, and the City of El Paso Employees Retirement Trust Pension Fund.

#### **Contract Variance:**

Not applicable, new contract.

Department: Human Resources

Award to: Foster & Foster Consulting Actuaries, Inc., dba Foster & Foster, Inc.

City & State: Fort Myers, FL

Item(s): All

Initial Term: 1 Year Option Term: NA

Total Contract Time: 1 Years

Annual Estimated Award: \$50,000.00 Initial Term Estimated Award: \$50,000.00 Option Term Estimated Award: NA Total Estimated Award: \$50,000.00 Account(s): 999 - 1000 - 99999 - 544050

Funding Source(s): General Fund

District(s): All

### File #: 24-1644, Version: 1

This was a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing Department and the Human Resources Department recommend award as indicated to Foster & Foster Consulting Actuaries, Inc. dba Foster & Foster, 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.

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

AGENDA DATE: December 3, 2024
PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Mary L. Wiggins, Chief Human Resources Officer, (915) 212-1267

K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

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

**SUBGOAL:** 6.5 – Deliver services timely and effectively with focus on continual improvement

### **SUBJECT:**

The award of solicitation 2024-0620R Actuarial Services & Consulting for Fire, PD, and Civilian Plan to Foster & Foster Consulting Actuaries, Inc., dba Foster & Foster, Inc., for a one (1) year term and an estimated award of \$50,000.00. This contract will provide actuarial and consulting services to assist the City in complying with all provisions of HB 2664 codified as §802.1012 Texas Government Code in the review of five years of annual valuations and any experience studies regarding the El Paso Firemen's Pension Fund, El Paso Policemen's Pension Fund, and the City of El Paso Employees Retirement Trust Pension Fund.

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

The five year cycle has come up again for the actuarial audit, and in 2019 the City will again retain an independent actuary to review previous actuarial work products.

Foster & Foster Consulting Actuaries, Inc. dba Foster & Foster, Inc., was one of three respondents to City's Request for Proposals for actuarial services and consulting. In accordance with Texas §802.1012, the City must perform actuary audits of its pension plans once every five (5) years. A committee comprised of representatives from the Human Resources, Fire, Police, and the El Paso Water Departments ranked the firms based on the evaluation factors included in the RFP process. Based on the evaluations of the proposals, the committee recommends, Foster & Foster Consulting Actuaries, Inc. dba Foster & Foster, Inc., to the Council.

### **SELECTION SUMMARY:**

Solicitation was advertised on July 23, 20024 and July 30, 2024. The solicitation was posted on City website on July 23, 2024. There were a total number in words twenty-three (23) viewers online; four (4) proposals were received; None (0) from local suppliers.

### **CONTRACT VARIANCE:**

Not Applicable

### **PROTEST**

No protest received for this requirement.

#### PRIOR COUNCIL ACTION:

Not Applicable

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

Amount: \$50,000.00

Funding Source: General Fund Account: 999-1000-99999-544050

HAVE ALL AFFECTED DEF	PARTMENTS BEEN NOTIFIED? YESNO
PRIMARY DEPARTMENT:   SECONDARY DEPARTMENT	Human Resources  IT: Purchasing & Strategic Sourcing
******	********REQUIRED AUTHORIZATION*************
DEPARTMENT HEAD:	
	Mary Wiggins
	Mary L. Wiggins, Chief Human Resources Officer

## Project Form Request for Proposals

Please place the following item on the Consent Agenda for the City Council Meeting of December 3, 2024.

Strategic Goal 6 – Set the Standard for Sound Governance & Fiscal Management

The linkage to the Strategic Plan is subsection: 6.5 – Deliver services timely and effectively with focus on continual improvement

### **Award Summary:**

The award of solicitation 2024-0620R Actuarial Services & Consulting for Fire, PD, and Civilian Plan to Foster & Foster Consulting Actuaries, Inc., dba Foster & Foster, Inc., for a one (1) year term and an estimated award of \$50,000.00. This contract will provide actuarial and consulting services to assist the City in complying with all provisions of HB 2664 codified as §802.1012 Texas Government Code in the review of five years of annual valuations and any experience studies regarding the El Paso Firemen's Pension Fund, El Paso Policemen's Pension Fund, and the City of El Paso Employees Retirement Trust Pension Fund.

### **Contract Variance:**

Not applicable, new contract

Department: Human Resources

Award to: Foster & Foster Consulting Actuaries, Inc., dba Foster &

Foster, Inc.

City & State: Fort Myers, FL

Item(s):
Initial Term:
Option Term:
Total Contract Time:
Annual Estimated Award:
Initial Term Estimated Award:

All
1 Year
NA
1 Years
\$50,000.00

Option Term Estimated Award: NA

Total Estimated Award: \$50,000.00

Account(s): 999 – 1000 – 99999 – 544050

Funding Source(s): General Fund

District(s):

This was a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing Department and the Human Resources Department recommend award as indicated to Foster & Foster Consulting Actuaries, Inc. dba Foster & Foster, 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.

Committee Scoresheet

### CITY OF EL PASO RFP SCORESHEET

PROJECT: 2024-0620R Actuarial Services & Consulting for Fire, PD, and Civilian Plan

Evaluation of Submittal					
	MAX POINTS	Foster & Foster Actuarial Consulting Services dba Foster & Foster. Inc. Fort Myers, FL	Milliman, Inc. Seattle, WA	Lauterbach & Amen, LLP Naperville, IL	Cheiron, Inc. McLean, VA
Factor A - Proposal Cost	25	25.00	24.54	19.49	8.83
Proposed Cost		\$ 53,000.00	\$ 54,000.00	\$ 68,000.00	\$ 150,000.00
Factor B - Firm's Experience & Qualifications	25	21.25	20.75	21.25	18.75
Factor C - Proposed Plan	25	22.50	22.00	21.25	20.00
Factor D – References	15	10.00	10.00	15.00	10.00
Factor E - Comparable Contracts	10	6.00	7.32	7.25	6.75
TOTAL SCORE	100	84.75	84.61	84.24	64.33
		1	2	3	4



# CITY OF EL PASO REQUEST FOR PROPOSALS TABULATION FORM



**Department: Human Resources** 

Bid Opening Date: August 28, 2024 Solicitation #: 2024-0620R

Project Name: Actuarial Services & Consulting for Fire, PD, and Civilian Plan

OFERROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Cheiron Inc.	McLean, VA	YES
Foster & Foster Consulting Actuaries, Inc. dba Foster & Foster, Inc	Fort Myers, FL	YES
Lauterbach & Amen, LLP	Naperville, IL	YES
Milliman, Inc.	Seattle, WA	YES
Ps SOLICITED: 946 LOCAL RFPs SOLICITED: 306	RFPs RECEIVED: 4 LOCAL RF	PS RECEIVED: 0 NO BIDS:

Approved: /s/
Date: 9/3/2024

### 2024-0620R Actuarial Services & Counsulting for Fire, PD, and Civilian Plan

Viewer's

List

<u>No</u>	Participant Name	Response Da	t Response Status	City	State
1	Textbook Warehouse (Textbook Warehouse, LLC)	07/23/2024	No Bid	Alpharetta	GA
2	Delshawn Alfonzo Cruz		Viewed	Baltimore	MD
3	Aon Risk Consultants, Inc.		Viewed	Chicago	IL
4	Nyhart (The Howard E. Nyhart Co., Inc.)		Viewed	Chicago	IL
5	Jefferson Solutions, Inc.	07/26/2024	No Bid	Clifton Parl	NY
6	Milliman, Inc.	08/27/2024	Submitted	Dallas	TX
7	Marsh and McLennan Agency		Viewed	Dallas	TX
8	QANNEX CORP	08/15/2024	No Bid	EL PASO	TX
9	El Paso Hose and Fittings	08/14/2024	No Bid	El Paso	TX
10	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	07/31/2024	No Bid	<b>EL PASO</b>	TX
11	Zeraus Iluminacion	07/23/2024	No Bid	El Paso	TX
12	Auto Trimmer Master		Viewed	El Paso	TX
13	Equestrian Holistic Retreat Getaway For Those Who Serve US, LLC		Viewed	El Paso	TX
14	Parkhill (Parkhill, Smith & Cooper, Inc. dba Parkhill)		Viewed	El Paso	TX
15	Ximalli Security Solutions		Viewed	El Paso	TX
16	OLIVARES ELECTRIC OF EL PASO, LLC	08/13/2024	No Bid	El Pso	TX
17	Foster & Foster, Inc. (Foster & Foster Consulting Actuaries, Inc.)	08/21/2024	Submitted	Fort Myers	FL
18	North America Procurement Council Inc., PBC		Viewed	Grand June	CO
19	Walker Systems78 LLC		Viewed	Horizon Cit	tTX
20	CedarStone Actuarial LLC		Viewed	Lebnon	TN
21	Cheiron Inc.	08/26/2024	Submitted	McLean	VA
22	Crisis Prevention Institute, Inc.	07/23/2024	No Bid	Milwaukee	WI
23	Lauterbach & Amen, LLP	08/28/2024	Submitted	Naperville	IL

### 5

### 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	110/186/28	
District 1		
District 2		
District 3		
District 4	11 1300000	95/
District 5	11/1/6259	
District 6	AYA	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:	
------------------	--

### Legislation Text

File #: 24-1669, 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 Joe Molinar, (915) 212-0004

#### AGENDA LANGUAGE:

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

Update and discussion on the status of the final motion of EX1 (Sunset Amphitheater) from the April 23, 2024, City Council Meeting Agenda.

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



**DEPARTMENT:** Mayor & Council

**AGENDA DATE: 12/03/2024** 

CONTACT PERSON NAME Alternate Mayor Pro Tempore PHONE NUMBER: 915-212-0004

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 5 - Promote Transparent and

SUBGOAL:

**SUBJECT:** Update and discussion on the status of the final motion of EX1 (Sunset Amphitheater) from the April 23, 2024,

City Council Meeting Agenda.

#### **COMMUNITY AND STAKEHOLDER OUTREACH:**

District 4 Weekly Community Meetings District 4 Weekly Newsletters

District 4 Social Media

### REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)	DATE

### BACKGROUND / DISCUSSION:

Motion of EX1 from the April 23, 2024: Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and carried, to APPROVE a Term Sheet\*\* for a performance-based incentive with Notes Live, Inc. for the development of a 12,500-seat amphitheater venue to be located at the Northeast Corner of Cohen Avenue and U.S. Highway 54 in El Paso, Texas. The incentive package includes a combination of rebates via Tax Increment Reinvestment Zone #11 on real and

### PRIOR COUNCIL ACTION:

Yes. EX1 from the April 23, 2024, City Council Meeting.

Yes. Items 38 and 39 were taken together from the July 2, 2024, City Council Meeting.

### AMOUNT AND SOURCE OF FUNDING:

N/A

### Legislation Text

File #: 24-1670, 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 Joe Molinar, (915) 212-0004

#### AGENDA LANGUAGE:

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

Update and discussion on the status of the motion of Item 1 (380 Agreement META) from the December 4, 2023, Special City Council Meeting.

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



**DEPARTMENT:** Mayor & Council

**AGENDA DATE: 12/03/2024** 

CONTACT PERSON NAME Alternate Mayor Pro Tempore PHONE NUMBER: 915-212-0004

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 5 - Promote Transparent and

SUBGOAL:

**SUBJECT:** Update and discussion on the status of the motion of Item 1 (380 Agreement META) from the December 4,

2023, Special City Council Meeting.

### **COMMUNITY AND STAKEHOLDER OUTREACH:**

District 4 Weekly Community Meetings District 4 Weekly Newsletters District 4 Social Media

### REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)	DATE

### BACKGROUND / DISCUSSION:

Motion of Item 1 from the December 4, 2023: Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Fierro, and unanimously carried to APPROVE the Resolution.

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by

### PRIOR COUNCIL ACTION:

Yes. Item 1 from the December 4, 2023, Special City Council Meeting. Yes. Item 31 from the December 5, 2023, City Council Meeting.

### AMOUNT AND SOURCE OF FUNDING:

N/A

### Legislation Text

File #: 24-1664, 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, Ian Voglewede, (915) 212-1570

#### AGENDA LANGUAGE:

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

Presentation and update from the El Paso Electric's account management process in Texas to include deposit and disconnection policy and customer assistance programs available.

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



**DEPARTMENT:** Strategic & Legislative Affairs

AGENDA DATE: 12/3/24

**PUBLIC HEARING DATE: 12/3/24** 

**CONTACT PERSON NAME:** lan Voglewede **PHONE NUMBER:** (915) 212-1570

**DISTRICT(S) AFFECTED:** All Districts

STRATEGIC GOAL: Goal 6: Set the standard for sound governance an

SUBGOAL: 6.8 Implement leading-edge practices for achieving quality a

**SUBJECT:** Presentation and update from the El Paso Electric's account management process in Texas to include deposit

and disconnection policy and customer assistance programs available.

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

El Paso Electric will present an overview of their account management process, to include Deposit and Disconnection policy, as regulated by the Public Utility Commission of Texas. This presentation aims to inform the council about the procedures and regulations governing deposits and disconnections for electric utility services. Additionally, the

### **COMMUNITY AND STAKEHOLDER OUTREACH:**

#### PRIOR COUNCIL ACTION:

Council date: 11/12/2024, Item #35: Discussion and action to ensure compliance by El Paso Electric with State Disconnection Policies and to Explore Enhanced Municipal Safeguards for El Paso Customer Protection and return to city council in 30 days with racommandad cafanuarde

### AMOUNT AND SOURCE OF FUNDING:

#### REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

Stephen Ian Voglewede Date: 2024.11.20 09:18:30 -07'00'

**DEPARTMENT HEAD:** 



### **El Paso Electric**

- El Paso Electric Company (EPE) is a public utility providing electric generation, transmission, and distribution services to approximately 460,000 customers in west Texas and southern New Mexico.
- EPE operates under the oversight of federal, state, and municipal authorities to ensure compliance with applicable laws and the provision of safe and reliable electricity.



## **Deposits**

### As per Public Utility Commission of Texas

- Can be assessed to customers:
  - New customers that fail to establish satisfactory credit
  - Customers who have been disconnected for non-payment
- Deposits shall not exceed more than two months of average consumption at the premise
- Residential deposits are <u>refunded</u> after 12 consecutive months of good payment history, including accrued interest

Reference: https://ftp.puc.texas.gov/public/puct-info/agency/rulesnlaws/subrules/electric/25.24/25.24.pdf



### **Disconnections**

### As per Public Utility Commission of Texas

- Customers may be disconnected for:
  - Failure to pay a bill or not entering a deferred payment arrangement
  - Failure to comply with the terms of a deferred payment arrangement
  - Violation of EPE's rules on using service
  - Failure to pay required deposit
  - Failure of guarantor to pay amount guaranteed
  - Reference: <a href="https://ftp.puc.texas.gov/public/puct-info/agency/rulesnlaws/subrules/electric/25.29/25.29.pdf">https://ftp.puc.texas.gov/public/puct-info/agency/rulesnlaws/subrules/electric/25.29/25.29.pdf</a>



### **Disconnections**

### As per Public Utility Commission of Texas

- EPE does not disconnect:
  - On Fridays, weekends, or the day before and on holidays
  - When previous day's highest temperature did not exceed 32-degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours, per the National Weather Service (NWS)
  - When NWS issues a heat advisory for any county in the electric utility's service territory
  - When NWS heat advisory has been issued on any one of the preceding 2 calendar days



# **Account Management Process in Texas**





## **Customer Programs**

We Service 460,000 Customers

### Low Income Rider

- For low-income customers designated by the state of Texas.
- Customer Charge is waived (\$9.25).
- 8,000+ Enrolled

### Budget Billing Plan

- For good paying customers that meet eligibility criteria.
- Levelized payment reviewed periodically.
- 38,000+ Enrolled

# Payment Arrangements

- For Customers that need more than 14 days to get current.
- Outstanding Debt is spread by 3-6 months.
- 4,500+ Enrolled

# Critical Care / Life Support

- For customers that rely on electrically operated medical equipment.
- 350+ Enrolled



## **Customer Assistance Programs Participation 2024**



- For customers with a balance and at risk of disconnection.
- EPE will match up to \$200.
- 300+ Assisted





- For customer who met eligibility criteria with various Assistance Agencies.
- 32,000+ Assisted





# El Paso, TX

# Legislation Text

File #: 24-1653, Version: 1

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

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

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

#### **All Districts**

Police, Steve Alvarado, (915) 212-6026

#### AGENDA LANGUAGE:

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

An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Article I (General Provisions), Section 5.03.010 (Compliance Required) to add exception for events at venues with more than 7,000 seating capacity; Section 5.03.020 (Definitions) to amend definitions of establishment and outdoor area; Article II (Permit Application Process), Section 5.03.040 (Permit Application Processing) to increase the radiuses for property owner and neighborhood association notification requirements; Article III (Denial, Suspension, Revocation and Appeals) Section 5.03.080 (Denial) to increase the radius for residential property owners to contest a permit; Article IV (Permit Standards), Section 5.03.130 (Violation) to amend the number of violations that can result in suspension or revocation of permit; Article VI (Violation, Penalty), Section 5.03.130 (Violation) to clarify that the City may seek civil action and penalties of up to \$1,000 per day; The penalty as provided in 5.03.130 of the El Paso City Code.

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

**DEPARTMENT: Police** 

AGENDA DATE: 12/03/2024

PUBLIC HEARING DATE: 12/17/2024

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

**DISTRICT(S) AFFECTED:** All Districts

STRATEGIC GOAL: 2 - Set the Standard for a Sa

SUBGOAL: 2.8 - Implement effective co

# 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 amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Article I (General Provisions), Section 5.03.010 (Compliance Required) ■

# **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?

These are amendments to the sound amplification permit ordinance including the recommendations by city staff from the Responsible Hospitality Institute (RHI) report presented to city council in May 2024. These amendments were developed from the RHI report and

# PRIOR COUNCIL ACTION:

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

Yes, City staff presented recommendations to the city council on February 26, 2019, at that time

# **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?

No impact to the current budget as these enforcement actions are being addressed by both EPPD and Code Enforcement.

**DEPARTMENT HEAD:** 

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

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS), CHAPTER 5.03 (AMPLIFIED SOUND PERMIT), ARTICLE I (GENERAL PROVISIONS), SECTION 5.03.010 (COMPLIANCE REQUIRED) TO ADD EXCEPTION FOR EVENTS AT VENUES WITH MORE THAN 7,000 SEATING CAPACITY; SECTION 5.03.020 (DEFINITIONS) TO AMEND DEFINITIONS OF ESTABLISHMENT AND OUTDOOR AREA; ARTICLE II (PERMIT APPLICATION PROCESS), SECTION 5.03.040 (PERMIT APPLICATION PROCESSING) TO INCREASE THE RADIUSES FOR PROPERTY OWNER AND NEIGHBORHOOD ASSOCIATION NOTIFICATION REQUIREMENTS; ARTICLE III (DENIAL, SUSPENSION, REVOCATION AND APPEALS) SECTION 5.03.080 (DENIAL) TO INCREASE THE RADIUS FOR RESIDENTIAL PROPERTY OWNERS TO CONTEST A PERMIT; ARTICLE IV (PERMIT STANDARDS), SECTION 5.03.130 (VIOLATION) TO AMEND THE NUMBER OF VIOLATIONS THAT CAN RESULT IN SUSPENSION OR REVOCATION OF PERMIT; ARTICLE VI (VIOLATION, PENALTY), SECTION 5.03.130 (VIOLATION) TO CLARIFY THAT THE CITY MAY SEEK CIVIL ACTION AND PENALTIES OF UP TO \$1,000 PER DAY; THE PENALTY AS PROVIDED IN 5.03.130 OF THE EL PASO CITY CODE.

WHEREAS, City Code Title 5 (business License and Permit Regulations), contains various sections regarding permits for various topics;

WHEREAS, on February 26, 2019 City Council enacted Ordinance 018907 establishing a Sound Amplification Permit; and

WHEREAS, on June 22, 2022, the El Paso City Council directed the hiring of a third-party consultant to further review issues including noise nuisance and the sound amplification permit; and

WHEREAS, from August 2023 to May 2024, twelve city departments including the El Paso Police Department, Code Enforcement, and Planning and Inspections participated in approximately 29 meetings with over 100 stakeholders; and

WHEREAS, on May 21, 2024, the third-party consultant, Responsible Hospitability Institute, presented its report and recommendations to City Council; and

WHEREAS, the RHI report recommends amendments to Chapter 5.03 of the El Paso City Code; and

WHEREAS, on September 24, 2024, the El Paso City Council heard updates on the Sociable City Assessment Action Plan, including recommendations to amend Chapter 5.03 of the El Paso City Code; and

WHEREAS, City Council now desires to amend Title 5 of the City Code in order to make revisions to improve the Sound Amplification Permit function and process.

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

<u>SECTION 1</u>. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article I (General Provisions) Section 5.03.010 (Compliance required) be amended to add subsection C. as follows:

# 5.03.010 - Compliance required.

C. This chapter shall not apply to sound generated at a scheduled stadium event or an event at a venue with more than 7,000 seating capacity;

SECTION 2. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article I (General Provisions) Section 5.03.020(A) and Section 5.03.020(E) (Definitions) be amended and replaced as follows:

## **5.03.020 – Definitions.**

- A. "Establishment" means any business entity in the City that utilizes amplification equipment at a non-residential property located within five hundred feet of a residential property as defined in this chapter, measured from the property line of the establishment closest to the residential property, for the purpose of emitting sound at any outdoor area on the premises between the hours of 10:00 p.m. and 12:00 a.m.
- E. "Outdoor Area" means any portion of the establishment premises that is not fully enclosed by permanent, solid walls and a roof, (including open roll-up-style doors, open windows, or open doors) where sound amplification equipment will be utilized for the enjoyment of establishment customers, includes fixed, non-portable structures used in conjunction with sound amplification equipment, including but not limited to stages, decks, risers, and lighting support structures.

SECTION 3. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article II (Permit Application Process) Sections 5.03.040(B)(1) and (3) (Permit Application Processing) be amended and replaced as follows:

# 5.03.040 - Permit Application Processing.

#### B. Notification.

- 1. On behalf of the applicant, the City must issue written notice of intent to acquire a permit to any property owner and any neighborhood association within a five hundred foot radius, measured from the property line of the establishment. Each notification shall provide recipients with pertinent information to inform the city of the recipients' opportunity to provide comment on the application.
- On behalf of the applicant, the permit official shall notify every abutting residential property owner and any other residential property owner(s) within a three hundred foot radius, measured from the property line of the establishment, for the purpose of securing a written response from each notified property owner. Each notification shall provide recipients with pertinent information regarding his or her opportunity to contest an application. The written response to an opportunity to contest shall allow a person to submit evidence and specific reasons why the issuance of the permit would be detrimental to the community.

<u>SECTION 4.</u> That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080(B)(5) (Denial) be amended and replaced as follows:

## 5.03.080 - Denial.

# B. The permit official finds:

5. That more than twenty-five percent of the notified residential property owners within three hundred feet of the property line of the establishment provide the permit official with a written response contesting the permit;

<u>SECTION 5</u>. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130(C) (Violation) be amended and replaced as follows:

# 5.03.130 - Violation

C. The City may suspend or revoke the permit when more than two violations of Chapter 9.40 have been documented and citations issued to the permit holder at the establishment to either the establishment owner, employee, or individual in control of the establishment at the time of issuing the citation.

<u>SECTION 6</u>. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130 (Violation) be amended to add Section 5.03.130(E) as follows:

# 5.03.130(E) – Violation.

E. The city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter. The civil action may include, but is not limited to, a suit to recover a civil penalty pursuant to Section 54.017 of the Texas Local Government Code not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted.

**SECTION 7.** Except as herein amended, Title 5 of the El Paso City Code shall remain in full force and effect.

ADOPTED 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:
E Retires		chada
Eric Gutierrez		Arthur S. Alvarado, Director
Senior Assistant City Attorney		Code Enforcement Bureau, El Paso Police Department

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AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS), CHAPTER 5.03 (AMPLIFIED SOUND PERMIT), ARTICLE I (GENERAL PROVISIONS), SECTION 5.03.010 (COMPLIANCE REQUIRED) TO ADD EXCEPTION FOR EVENTS AT VENUES WITH MORE THAN 7,000 SEATING CAPACITY; SECTION 5.03.020 (DEFINITIONS) TO AMEND DEFINITIONS OF ESTABLISHMENT AND OUTDOOR AREA; ARTICLE II (PERMIT APPLICATION PROCESS), SECTION 5.03.040 (PERMIT APPLICATION PROCESSING) TO INCREASE THE RADIUSES FOR PROPERTY OWNER AND NEIGHBORHOOD ASSOCIATION NOTIFICATION REQUIREMENTS; ARTICLE III (DENIAL, SUSPENSION, REVOCATION AND APPEALS) SECTION 5.03.080 (DENIAL) TO INCREASE THE RADIUS FOR RESIDENTIAL PROPERTY OWNERS TO CONTEST A PERMIT; ARTICLE IV (PERMIT STANDARDS), SECTION 5.03.130 (VIOLATION) TO AMEND THE NUMBER OF VIOLATIONS THAT CAN RESULT IN SUSPENSION OR REVOCATION OF PERMIT; ARTICLE VI (VIOLATION, PENALTY), SECTION 5.03.130 (VIOLATION) TO CLARIFY THAT THE CITY MAY SEEK CIVIL ACTION AND PENALTIES OF UP TO \$1,000 PER DAY; THE PENALTY AS PROVIDED IN 5.03.130 OF THE EL PASO CITY CODE.

**WHEREAS**, City Code Title 5 (business License and Permit Regulations), contains various sections regarding permits for various topics;

**WHEREAS**, on February 26, 2019 City Council enacted Ordinance 018907 establishing a Sound Amplification Permit; and

**WHEREAS**, on June 22, 2022, the El Paso City Council directed the hiring of a third-party consultant to further review issues including noise nuisance and the sound amplification permit; and

**WHEREAS**, from August 2023 to May 2024, twelve city departments including the El Paso Police Department, Code Enforcement, and Planning and Inspections participated in approximately 29 meetings with over 100 stakeholders; and

**WHEREAS,** on May 21, 2024, the third-party consultant, Responsible Hospitability Institute, presented its report and recommendations to City Council; and

**WHEREAS**, the RHI report recommends amendments to Chapter 5.03 of the El Paso City Code; and

**WHEREAS**, on September 24, 2024, the El Paso City Council heard updates on the Sociable City Assessment Action Plan, including recommendations to amend Chapter 5.03 of the El Paso City Code; and

**WHEREAS**, City Council now desires to amend Title 5 of the City Code in order to make revisions to improve the Sound Amplification Permit function and process.

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# 5.03.010 - Compliance required.

C. This chapter shall not apply to sound generated at a scheduled stadium event or an event at a venue with more than 7,000 seating capacity;

**SECTION 2.** That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article I (General Provisions) Section 5.03.020(A) and Section 5.03.020(E) (Definitions) be amended and replaced as follows:

# **5.03.020 – Definitions.**

- A. "Establishment" means any business entity in the City that utilizes amplification equipment at a non-residential property located within three hundred fifty five hundred feet of a residential property as defined in this chapter, measured from the property linecenter of the outdoor areaestablishment closest to the residential property, for the purpose of emitting sound at any outdoor area on the premises between the hours of 10:00 p.m. and 12:00 a.m.
- E. "Outdoor Area" means any portion of the establishment premises that is not fully enclosed by permanent, solid walls and a roof, and is identified in the sound impact plan(including open roll-up-style doors, open windows, or open doors) where sound amplification equipment will be utilized for the enjoyment of establishment customers, includes fixed, non-portable structures used in conjunction with sound amplification equipment, including but not limited to stages, decks, risers, and lighting support structures.

<u>SECTION 3.</u> That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article II (Permit Application Process) Sections 5.03.040(B)(1) and (3) (Permit Application Processing) be amended and replaced as follows:

# 5.03.040 - Permit Application Processing.

## B. Notification.

- 1. On behalf of the applicant, the City must issue written notice of intent to acquire a permit to any property owner and any neighborhood association within a three hundred fifty five hundred foot radius, measured from the property line center point of the outdoor area of the establishment. Each notification shall provide recipients with pertinent information to inform the city of the recipients' opportunity to provide comment on the application.
- 3. On behalf of the applicant, the permit official shall notify every abutting residential property owner and any other residential property owner(s) within a one hundred fifty three hundred foot radius, measured from the property line center point of the outdoor area of the establishment, for the purpose of securing a written response from each notified property owner. Each notification shall provide recipients with pertinent information regarding his or her opportunity to contest an application. The written response to an opportunity to contest shall allow a person to submit evidence and specific reasons why the issuance of the permit would be detrimental to the community.

**SECTION 4.** That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080(B)(5) (Denial) be amended and replaced as follows:

## 5.03.080 - Denial.

# B. The permit official finds:

5. That more than twenty-five percent of the notified residential property owners within one hundred fiftythree hundred feet of the property line of the establishmentoutdoor area provide the permit official with a written response contesting the permit;

**SECTION 5.** That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130(C) (Violation) be amended and replaced as follows:

## 5.03.130 - Violation

C. The City may suspend or revoke the permit when more than <u>ten two</u> violations of Chapter 9.40 have been documented and citations issued to the permit holder at the establishment to either the establishment owner, employee, or individual in control of the establishment at the time of issuing the citation.

**SECTION 6.** That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130 (Violation) be amended to add Section 5.03.130(E) as follows:

# **5.03.130(E)** – Violation.

E. The city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter. The civil action may include, but is not limited to, a suit to recover a civil penalty pursuant to Section 54.017 of the Texas Local Government Code not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted.

**SECTION 7.** Except as herein amended, Title 5 of the El Paso City Code shall remain in full force and effect.

ADOPTED 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:
Eric Gutierrez		Arthur S. Alvarado, Director
Senior Assistant City Attorney		Code Enforcement Bureau, El Paso Police Department

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AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS), CHAPTER 5.03 (AMPLIFIED SOUND PERMIT), ARTICLE I (GENERAL PROVISIONS), SECTION 5.03.010 (COMPLIANCE REQUIRED) TO ADD EXCEPTION FOR EVENTS AT VENUES WITH MORE THAN 7,000 SEATING CAPACITY; SECTION 5.03.020 (DEFINITIONS) TO AMEND DEFINITIONS OF ESTABLISHMENT AND OUTDOOR AREA; ARTICLE II (PERMIT APPLICATION PROCESS), SECTION 5.03.040 (PERMIT APPLICATION PROCESSING) TO INCREASE THE RADIUSES FOR PROPERTY OWNER AND NEIGHBORHOOD ASSOCIATION NOTIFICATION REQUIREMENTS; ARTICLE III (DENIAL, SUSPENSION, REVOCATION AND APPEALS) SECTION 5.03.080 (DENIAL) TO INCREASE THE RADIUS FOR RESIDENTIAL PROPERTY OWNERS TO CONTEST A PERMIT; ARTICLE IV (PERMIT STANDARDS), SECTION 5.03.130 (VIOLATION) TO AMEND THE NUMBER OF VIOLATIONS THAT CAN RESULT IN SUSPENSION OR REVOCATION OF PERMIT; ARTICLE VI (VIOLATION, PENALTY), SECTION 5.03.130 (VIOLATION) TO CLARIFY THAT THE CITY MAY SEEK CIVIL ACTION AND PENALTIES OF UP TO \$1,000 PER DAY; THE PENALTY AS PROVIDED IN 5.03.130 OF THE EL PASO CITY CODE.

**WHEREAS**, City Code Title 5 (business License and Permit Regulations), contains various sections regarding permits for various topics;

**WHEREAS**, on February 26, 2019 City Council enacted Ordinance 018907 establishing a Sound Amplification Permit; and

**WHEREAS**, on June 22, 2022, the El Paso City Council directed the hiring of a third-party consultant to further review issues including noise nuisance and the sound amplification permit; and

**WHEREAS**, from August 2023 to May 2024, twelve city departments including the El Paso Police Department, Code Enforcement, and Planning and Inspections participated in approximately 29 meetings with over 100 stakeholders; and

**WHEREAS,** on May 21, 2024, the third-party consultant, Responsible Hospitability Institute, presented its report and recommendations to City Council; and

**WHEREAS**, the RHI report recommends amendments to Chapter 5.03 of the El Paso City Code; and

**WHEREAS**, on September 24, 2024, the El Paso City Council heard updates on the Sociable City Assessment Action Plan, including recommendations to amend Chapter 5.03 of the El Paso City Code; and

**WHEREAS**, City Council now desires to amend Title 5 of the City Code in order to make revisions to improve the Sound Amplification Permit function and process.

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

**SECTION 1.** That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article I (General Provisions) Section 5.03.010 (Compliance required) be amended to add subsection C. as follows:

# 5.03.010 - Compliance required.

C. This chapter shall not apply to sound generated at a scheduled stadium event or an event at a venue with more than 7,000 seating capacity;

**SECTION 2.** That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article I (General Provisions) Section 5.03.020(A) and Section 5.03.020(E) (Definitions) be amended and replaced as follows:

# **5.03.020 – Definitions.**

- A. "Establishment" means any business entity in the City that utilizes amplification equipment at a non-residential property located within three hundred fifty five hundred feet of a residential property as defined in this chapter, measured from the property linecenter of the outdoor areaestablishment closest to the residential property, for the purpose of emitting sound at any outdoor area on the premises between the hours of 10:00 p.m. and 12:00 a.m.
- E. "Outdoor Area" means any portion of the establishment premises that is not fully enclosed by permanent, solid walls and a roof, and is identified in the sound impact plan(including open roll-up-style doors, open windows, or open doors) where sound amplification equipment will be utilized for the enjoyment of establishment customers, includes fixed, non-portable structures used in conjunction with sound amplification equipment, including but not limited to stages, decks, risers, and lighting support structures.

<u>SECTION 3.</u> That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article II (Permit Application Process) Sections 5.03.040(B)(1) and (3) (Permit Application Processing) be amended and replaced as follows:

# 5.03.040 - Permit Application Processing.

## B. Notification.

- 1. On behalf of the applicant, the City must issue written notice of intent to acquire a permit to any property owner and any neighborhood association within a three hundred fifty five hundred foot radius, measured from the property line center point of the outdoor area of the establishment. Each notification shall provide recipients with pertinent information to inform the city of the recipients' opportunity to provide comment on the application.
- 3. On behalf of the applicant, the permit official shall notify every abutting residential property owner and any other residential property owner(s) within a one hundred fiftythree hundred foot radius, measured from the property line center point of the outdoor area of the establishment, for the purpose of securing a written response from each notified property owner. Each notification shall provide recipients with pertinent information regarding his or her opportunity to contest an application. The written response to an opportunity to contest shall allow a person to submit evidence and specific reasons why the issuance of the permit would be detrimental to the community.

<u>SECTION 4.</u> That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080(B)(5) (Denial) be amended and replaced as follows:

## 5.03.080 - Denial.

# B. The permit official finds:

5. That more than twenty-five percent of the notified residential property owners within one hundred fiftythree hundred feet of the property line of the establishmentoutdoor area provide the permit official with a written response contesting the permit;

**SECTION 5.** That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130(C) (Violation) be amended and replaced as follows:

## 5.03.130 - Violation

C. The City may suspend or revoke the permit when more than <u>ten two</u> violations of Chapter 9.40 have been documented and citations issued to the permit holder at the establishment to either the establishment owner, employee, or individual in control of the establishment at the time of issuing the citation.

**SECTION 6.** That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130 (Violation) be amended to add Section 5.03.130(E) as follows:

# **5.03.130(E)** – Violation.

E. The city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter. The civil action may include, but is not limited to, a suit to recover a civil penalty pursuant to Section 54.017 of the Texas Local Government Code not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted.

**SECTION 7.** Except as herein amended, Title 5 of the El Paso City Code shall remain in full force and effect.

ADOPTED 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:
Eric Gutierrez		Arthur S. Alvarado, Director
Senior Assistant City Attorney		Code Enforcement Bureau, El Paso Police Department

# El Paso, TX

# Legislation Text

File #: 24-1654, Version: 1

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

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

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

#### **All Districts**

Police, Steve Alvarado, (915) 212-6026

#### AGENDA LANGUAGE:

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

An Ordinance amending Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.010 (Definitions) to add definitions for low ambient reading and stadium event; Section 9.40.020 (Applicability) to clarify the reasonable sensibilities standard and exception for events at venues with more than 7,000 seating capacity; Section 9.40.030 (Sound Level Violations) to clarify the maximum sound level for "C" readings and the location of sound readings; Section 9.40.040 (Vibration) to clarify that vibration violations can occur on any affected property; Section 9.40.070 (Penalties) to clarify that the City may seek civil action and penalties of up to \$1,000 per day; Section 9.40.080 (Enforcement) to clarify which City departments have authority to enforce; The penalty as provided in Section 9.40.070 of the City Code.

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

**DEPARTMENT: Police** 

AGENDA DATE: 12/03/2024

PUBLIC HEARING DATE: 12/17/2024

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

**DISTRICT(S) AFFECTED:** All Districts

STRATEGIC GOAL: 2 - Set the Standard for a Si

SUBGOAL: 2.8 - Implement effective co

# 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 amending Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.010 (Definitions) to add definitions for low ambient reading and stadium event; Section 9.40.020

# **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?

These are amendments to the noise ordinance including the recommendations by city staff from the Responsible Hospitality Institute (RHI) report presented to city council in May, 2024. These amendments were developed from the RHI report and cross-functional teams to address quality of PRIOR COUNCIL ACTION:

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

Yes, City staff presented recommendations to the city council on February 26, 2019, at that time

# 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?

No impact to the current budget as these enforcement actions are being addressed by both EPPD and Code Enforcement.

**DEPARTMENT HEAD:** 

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

# ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.40 (NOISE), SECTION 9.40.010 (DEFINITIONS) TO ADD DEFINITIONS FOR LOW AMBIENT READING AND STADIUM EVENT; SECTION 9.40.020 (APPLICABILITY) TO CLARIFY THE REASONABLE SENSIBILITIES STANDARD AND EXCEPTION FOR EVENTS AT VENUES WITH MORE THAN 7,000 SEATING CAPACITY; SECTION 9.40.030 (SOUND LEVEL VIOLATIONS) TO CLARIFY THE MAXIMUM SOUND LEVEL FOR "C" READINGS AND THE LOCATION OF SOUND READINGS; SECTION 9.40.040 (VIBRATION) TO CLARIFY THAT VIBRATION VIOLATIONS CAN OCCUR ON ANY AFFECTED PROPERTY; SECTION 9.40.070 (PENALTIES) TO CLARIFY THAT THE CITY MAY SEEK CIVIL ACTION AND PENALTIES OF UP TO \$1,000 PER DAY; SECTION 9.40.080 (ENFORCEMENT) TO CLARIFY WHICH CITY DEPARTMENTS HAVE AUTHORITY TO ENFORCE; THE PENALTY AS PROVIDED IN SECTION 9.40.070 OF THE CITY CODE.

WHEREAS, the El Paso City Council passed and approved Ordinance No. 018908 on February 26, 2019, amending Chapter 9.40 of the El Paso City Code relating to noise nuisance; and

**WHEREAS**, on June 22, 2022, the El Paso City Council directed the hiring of a third party consultant to further review issues including noise nuisance; and

**WHEREAS**, from August 2023 to May 2024, twelve city departments including the El Paso Police Department, Code Enforcement, and Planning and Inspections participated in approximately 29 meetings with over 100 stakeholders; and

WHEREAS, on May 21, 2024, the third party consultant, Responsible Hospitability Institute, presented its report and recommendations to City Council; and

WHEREAS, the RHI report recommends amendments to Chapter 9.40 of the El Paso City Code; and

**WHEREAS**, on September 24, 2024, the El Paso City Council heard updates on the Sociable City Assessment Action Plan, including recommendations to amend Chapter 9.40 of the El Paso City Code; and

**WHEREAS**, the El Paso City Council wishes to further amend Chapter 9.40 of the El Paso City Code, to clarify the requirements of the Chapter.

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

**Section 1.** That Title 9 (Health and Safety), Chapter 9.40 (noise), Section 9.40.010 (Definition), subsection 19. "Stadium event" be amended and subsection 20 "Local ambient reading" be added as follows:

19. "Stadium Event" means an event occurring at an outdoor stadium or amphitheater that is not related to a public or private school activity, including but not limited to

ORDINANCE N	0		
HQ#: 24-3943-PD	TRAN-595934	TITLE 9.40 – Amendment – Noise	EG

concerts, professional sports competitions, and entertainment events.

20. "Local ambient reading" means the lowest sound level repeating itself during a one-minute period as measured with a sound level meter, using slow response and "C" weighting. The minimum sound level shall be determined with the music or entertainment noise source at issue silent, and in the same location as the measurement of the noise level of the source or sources at issue.

**Section 2.** That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability), Subsection A.5. and B.5. shall be amended as follows:

- A. This chapter shall not apply to the following:
  - 5. Sound generated at a scheduled stadium event or an event at a venue with more than 7,000 seating capacity;
- B. Unless otherwise regulated by a current, valid permit issued by the permit official or specifically mentioned in Section 9.40.020A. specific noises that can constitute a noise nuisance include, but are not limited to the following:
  - 5. Exterior loudspeakers. Operating or permitting to be operated any loudspeaker or sound-amplifying equipment in a fixed or movable position in or upon any street, alley, sidewalk, park, place, or public or private property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of a person of reasonable sensibilities.

**Section 3.** That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.030 (Sound level violations), Subsections A. and C. shall be amended and Subsections B. and E. added as follows:

- A. It shall be unlawful for any person to conduct, permit, allow, or produce a sound that is discernable beyond the property lines of the property on which the sound is being produced that, when measured with a sound level meter using the standardized frequency weighting as specified by the American National Standards Institute, exceeds seventy dB(A) between the hours of 10:00 p.m. and 7:00 a.m. daily for the property on which the sound is produced.
- B. It shall be unlawful for any person to conduct, permit, allow, or produce a sound that is discernable beyond the property lines of the property on which the sound is being produced that, when measured with a sound level meter using the standardized weight frequency weighting as specified by the American National Standards Institute, exceeds more than eight dB(C) above the local ambient reading at any point outside of the property line.
- C. The dB(A) and dB(C) levels set forth in this section apply to a property where the sound is being produced. Any sound that when measured at the property where the sound is being produced exceeds the dB(A) and dB(C) levels set forth in this section is a violation of this chapter.
- D. Procedure. Sound levels regulated in this chapter shall be measured in accordance with a city-adopted policy.

ORDINANCE IN	O		
HQ#: 24-3943-PD	TRAN-595934	TITLE 9.40 – Amendment – Noise	l EG

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E. Reading Location(s). The location or locations for measuring noise levels shall be at a location or locations as near as possible to a property line of the property producing the noise.

**Section 4.** That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.040 (Vibration), shall be amended as follows:

It shall be unlawful for any person to create, maintain or cause any ground or airborne vibration which is perceptible without instruments by a person at any point on any affected property, in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort and repose of a person of reasonable sensibilities, unless such activity is otherwise regulated under other applicable law.

**Section 5.** That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.070 (Penalties), Subsection 9.40.070.C. shall be amended as follows:

C. In addition to proceeding under authority of subsections A. and B. of this section, the city is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes, including a civil action in accordance with Chapter 54 of the Texas Local Government Code to recover a civil penalty not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted, or other ordinances against a person that remains in violation of this chapter.

**Section 6.** That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.080 (Enforcement), shall be amended as follows:

The director of the planning and inspections department, the director of code enforcement, or the police chief or their designated representatives, shall be responsible for the enforcement of this chapter.

<u>Section 7</u>. Except as herein amended, Title 9 (Health and Safety), Chapter 9.40 (Noise) of the El Paso City Code shall remain in full force and effect.

ADOPTED this day of	, 2024.
	CITY OF EL PASO
	Oscar Leeser Mayor

Laura D. Prine	
APPROVED AS FORM:	APPROVED AS TO CONTENT:
Eric Gutierrez	Arthur S. Alvarado, Director

Eric Gutierrez Senior Assistant City Attorney

ATTEST:

Code Enforcement

El Paso Police Department

# ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.40 (NOISE), SECTION 9.40.010 (DEFINITIONS) TO ADD DEFINITIONS FOR LOW AMBIENT READING AND STADIUM EVENT; SECTION 9.40.020 (APPLICABILITY) TO CLARIFY THE REASONABLE SENSIBILITIES STANDARD AND EXCEPTION FOR EVENTS AT VENUES WITH MORE THAN 7,000 SEATING CAPACITY; SECTION 9.40.030 (SOUND LEVEL VIOLATIONS) TO CLARIFY THE MAXIMUM SOUND LEVEL FOR "C" READINGS AND THE LOCATION OF SOUND READINGS; SECTION 9.40.040 (VIBRATION) TO CLARIFY THAT VIBRATION VIOLATIONS CAN OCCUR ON ANY AFFECTED PROPERTY; SECTION 9.40.070 (PENALTIES) TO CLARIFY THAT THE CITY MAY SEEK CIVIL ACTION AND PENALTIES OF UP TO \$1,000 PER DAY; SECTION 9.40.080 (ENFORCEMENT) TO CLARIFY WHICH CITY DEPARTMENTS HAVE AUTHORITY TO ENFORCE; THE PENALTY AS PROVIDED IN SECTION 9.40.070 OF THE CITY CODE.

WHEREAS, the El Paso City Council passed and approved Ordinance No. 018908 on February 26, 2019, amending Chapter 9.40 of the El Paso City Code relating to noise nuisance; and

**WHEREAS**, on June 22, 2022, the El Paso City Council directed the hiring of a third party consultant to further review issues including noise nuisance; and

**WHEREAS**, from August 2023 to May 2024, twelve city departments including the El Paso Police Department, Code Enforcement, and Planning and Inspections participated in approximately 29 meetings with over 100 stakeholders; and

WHEREAS, on May 21, 2024, the third party consultant, Responsible Hospitability Institute, presented its report and recommendations to City Council; and

WHEREAS, the RHI report recommends amendments to Chapter 9.40 of the El Paso City Code; and

**WHEREAS**, on September 24, 2024, the El Paso City Council heard updates on the Sociable City Assessment Action Plan, including recommendations to amend Chapter 9.40 of the El Paso City Code; and

**WHEREAS**, the El Paso City Council wishes to further amend Chapter 9.40 of the El Paso City Code, to clarify the requirements of the Chapter.

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

**Section 1.** That Title 9 (Health and Safety), Chapter 9.40 (noise), Section 9.40.010 (Definition), subsection 19. "Stadium event" be amended and subsection 20 "Local ambient reading" be added as follows:

19. "Stadium Event" means an event occurring at an outdoor stadium <u>or amphitheater</u> that is not related to a public or private school activity, including but not limited to

ORDINANCE N	0		
HQ#: 24-3943-PD	TRAN-595934	TITLE 9.40 – Amendment – Noise	EG

concerts, professional sports competitions, and entertainment events.

- 20. "Local ambient reading" means the lowest sound level repeating itself during a one-minute period as measured with a sound level meter, using slow response and "C" weighting. The minimum sound level shall be determined with the music or entertainment noise source at issue silent, and in the same location as the measurement of the noise level of the source or sources at issue.
- **Section 2.** That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability), Subsection A.5. and B.5. shall be amended as follows:
  - A. This chapter shall not apply to the following:
    - 5. Sound generated at a scheduled stadium event or an event at a venue with more than 7,000 seating capacity;
  - B. Unless otherwise regulated by a current, valid permit issued by the permit official or specifically mentioned in Section 9.40.020A. specific noises that can constitute a noise nuisance include, but are not limited to the following:
    - 5. Exterior loudspeakers. Operating or permitting to be operated between the hours of 10:00 p.m. and 7:00 a.m. any loudspeaker or sound-amplifying equipment in a fixed or movable position in or upon any street, alley, sidewalk, park, place, or public or private property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons, or in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of a person of reasonable sensibilities.
- **Section 3.** That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.030 (Sound level violations), Subsections A. and C. shall be amended and Subsections B. and E. added as follows:
  - A. It shall be unlawful for any person to conduct, permit, allow, or produce a sound that is discernable beyond the property lines of the property on which the sound is being produced that, when measured with a sound level meter using the standardized frequency weighting as specified by the American National Standards Institute, exceeds seventy dB(A) between the hours of 10:00 p.m. and 7:00 a.m. daily for the property on which the sound is received produced.
  - A.B. It shall be unlawful for any person to conduct, permit, allow, or produce a sound that is discernable beyond the property lines of the property on which the sound is being produced that, when measured with a sound level meter using the standardized weight frequency weighting as specified by the American National Standards Institute, exceeds more than eight dB(C) above the local ambient reading at any point outside of the property line.
  - B.C. The dB(A) and dB(C) levels set forth in this section apply to a property where the sound is being received produced. Any sound that when measured at the property where the sound is being received produced exceeds the dB(A) and dB(C) levels set forth in this section is a violation of this chapter.

ORDINANCE NO.	
HO#: 24-3043-DD   TRANI-505034   TITLE 0 40	- Amendment - Noise   FG

- C.D. Procedure. Sound levels regulated in this chapter shall be measured in accordance with a city-adopted policy.
- D.E. Reading Location(s). The location or locations for measuring noise levels shall be at a location or locations as near as possible to a property line of the property producing the noise.

**Section 4.** That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.040 (Vibration), shall be amended as follows:

It shall be unlawful for any person to create, maintain or cause any ground or airborne vibration which is perceptible without instruments by a person at any point on any affected property adjoining the property in which the vibration source is located, in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort and repose of a person of reasonable sensibilities, unless such activity is otherwise regulated under other applicable law.

<u>Section 5.</u> That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.070 (Penalties), Subsection 9.40.070.C. shall be amended as follows:

C. In addition to proceeding under authority of subsections A. and B. of this section, the city is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes, including a civil action in accordance with Chapter 54 of the Texas Local Government Code to recover a civil penalty not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted, or other ordinances against a person that remains in violation of this chapter.

**Section 6.** That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.080 (Enforcement), shall be amended as follows:

The director of the department of environmental services. Director of the planning and inspections department, the director of code enforcement, or the police chief or their designated representatives, shall be responsible for the enforcement of this chapter.

<u>Section 7.</u> Except as herein amended, Title 9 (Health and Safety), Chapter 9.40 (Noise) of the El Paso City Code shall remain in full force and effect.

ORDINANCE NO.

	Mayor
ATTEST:	
Laura D. Prine	
APPROVED AS FORM:	APPROVED AS TO CONTENT:
Eric Gutierrez Senior Assistant City Attorney	Arthur S. Alvarado, Director El Paso Police Department Code Enforcement

# El Paso, TX

# Legislation Text

File #: 24-1611, Version: 2

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

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

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

## **District 1**

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

## AGENDA LANGUAGE:

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

An Ordinance vacating a ten-foot Public Utility Easement (0.014 Acres of Land) located within Lot 20, Block 15, Park Hills #6 Amending, City of El Paso, El Paso County, Texas.

Subject Property: 6300 Via Serena Dr. Applicant: Amy A. Nichols, SUET24-00002

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

AGENDA DATE: December 3, 2024
PUBLIC HEARING DATE: December 17, 2024

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

Alex Alejandre, (915) 212-1642

**DISTRICT(S) AFFECTED**: District 1

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

# **SUBJECT:**

An Ordinance vacating a ten-foot Public Utility Easement (0.014 Acres of Land) located within Lot 20, Block 15, Park Hills #6 Amending, City of El Paso, El Paso County, Texas.

Subject Property: 6300 Via Serena Dr. Applicant: Amy A. Nichols, SUET24-00002

# **BACKGROUND / DISCUSSION:**

The applicant is requesting to vacate a portion of an existing utility easement to allow for the encroachment of an existing pergola and shed situated at the side of the property. The City Plan Commission recommended 7-1 to approve the proposed vacation request on September 19, 2024. No objections were provided by any of the utility companies. As of November 14, 2024, the Planning Division has not received any communication in support or opposition to the vacation request. See attached staff report for additional information. No appraisal is required for vacation of a public easement, in all cases the market value of the city interest in a public easement is the equivalent value of twenty-five dollars.

# PRIOR COUNCIL ACTION:

N/A

# AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

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AN ORDINANCE VACATING A TEN-FOOT PUBLIC UTILITY EASEMENT (0.014 ACRES OF LAND) LOCATED WITHIN LOT 20, BLOCK 15, PARK HILLS #6 AMENDING, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

**WHEREAS**, the property owner has requested vacation of a ten-foot public utility easement located within Lot 20, Block 15, Park Hills #6 Amending, City of El Paso, El Paso County, Texas; and,

**WHEREAS,** after public hearing the City Plan Commission on September 19, 2024 has recommended a vacation of a ten-foot public utility easement located within Lot 20, Block 15, Park Hills #6 Amending, City of El Paso, El Paso County, Texas; and

**WHEREAS** the El Paso City Council finds that said easement is not needed for public use and should be vacated as recommended.

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

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, a ten-foot public utility easement located within Lot 20, Block 15, Park Hills #6 Amending, City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as Exhibit "A" and in the attached survey identified as Exhibit "B" made a part hereof by reference, be and is hereby vacated, closed and abandoned.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated easement to **Amy A. Nichols.** 

PASSED AND A	PPROVED this day of	, 2024
	THE CITY OF E	EL PASO
ATTEST:	Oscar Leeser Mayor	
Laura D. Prine City Clerk	(ADDITIONAL SIGNATURES ON FOLLOWING PAGE)	,

ORDINANCE NO.
HQ24-3809|Trans#593851|P&I
Ordinance 6300 Via Serena Drive
RTA

**Easement Vacation SUET24-00002** 

APPROVED AS TO CONTENT:

Philip Clive

APPROVED AS TO FORM:

Russel T. Abeln

Philip F. Etiwe, Director

Planning and Inspections Department

Russell T. Abeln

Senior Assistant City Attorney

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.

COUNTY OF EL PASO   Solve   OU	UTCLAIM DEED
That, in consideration of the receipt by the	City of TWENTY-FIVE AND NO/100THS
DOLLARS (\$25.00) and other good and valuable	e consideration, the sufficiency of which is
acknowledged, THE CITY OF EL PASO has release	ed and quitclaimed and by these presents does
release and quitclaim unto Amy A. Nichols all of its	right, title, interest, claim and demand in and
to the property which was vacated, closed and aband	loned by Ordinance No, passed
and approved by the City Council of the city of El I	Paso and described as located within LOT 20,
BLOCK 15, PARK HILLS #6 AMENDING, C	ty of El Paso, El Paso County, Texas, more
fully described in the attached metes and bounds de-	scription, identified as Exhibit "A" and in the
attached survey identified as Exhibit "B" and incor	porated herein for any and all purposed.
WITNESS the following signatures and sea	l this day of 2024. THE CITY OF EL PASO
ATTEST:	Dionne Mack, City Manager
Laura D. Prine, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Russell T. Abeln  Russell T. Abeln  Senior Assistant City Attorney	Philip Ctive Philip F. Etiwe, Director Planning & Inspections Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ORDINANCE NO.
HQ24-3809|Trans#593835|P&I
Quitclaim Deed 6300 Via Serena Drive
RTA

THE STATE OF TEXAS

# Acknowledgement THE STATE OF TEXAS ) COUNTY OF TEXAS ) This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 b Dionne Mack as City Manager of THE CITY OF EL PASO, a municipal corporation. My Commission Expires: Notary Public, State of Texas Notary's Printed or Typed Name AFTER FILING RETURN TO: Amy A. Nichols

RTA

6300 Via Serena Drive El Paso, Texas 79912

# **EXHIBIT 'A'**

# METES AND BOUNDS DESCRIPTION

FOR A PORTION OF AN EXISTING 10 FEET WIDE UTILITY EASEMENT LOCATED WITHIN A RESIDENTIAL LOT AT 6300 VIA SERENA DRIVE

A PORTION OF 15 PARK HILLS #6 (AMENDING) LOT 20 (9570.37 SQ FT), CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, for reference, at an existing concrete nail situated at the southeast property corner of Lot 20, Block 15, Park Hills Unit Six of City of El Paso Texas, and common to Calle Del Sur Drive north right-of-way line; **THENCE**, South 80°17'04" West, a distance of 29.11 feet along the south property survey line common to Lot 20 and Calle Del Sur Drive, said line common to the outside face of an existing masonry rockwall, for the **POINT OF BEGINNING** of this parcel description;

**THENCE**, South 80°17'04" West, continuing along said south property survey line, a distance of 30.00 feet to a tangent point of curvature of this parcel;

**THENCE**, along a curve to the right, having a radius of 1474.00 feet, and an arc distance of 17.94 feet to the end of the curve at a tangent point of this parcel;

THENCE, South 80°58'54" West, a distance of 11.74 feet to a point, for a corner of this parcel;

**THENCE**, North 09°01'06" West, a distance of 10.00 feet to a point, for a corner of this parcel;

**THENCE**, North 80°58'54" East, a distance of 11.74 feet to a tangent point of curvature of this parcel;

**THENCE**, along a curve to the left, having a radius of 1464.00 feet, and an arc distance of 17.82 feet to the end of the curve at a tangent point of this parcel;

THENCE, North 80°17'04" East, a distance of 30.00 feet to a point, for a corner of this parcel;

THENCE, S 09°42'56" East, a distance of 10.00 feet to the POINT OF BEGINNING.

Said parcel contains 0.014 Acres (596.19 square feet) more or less.

Re: Attached site plan Exhibit B of Metes & Bounds location and limits

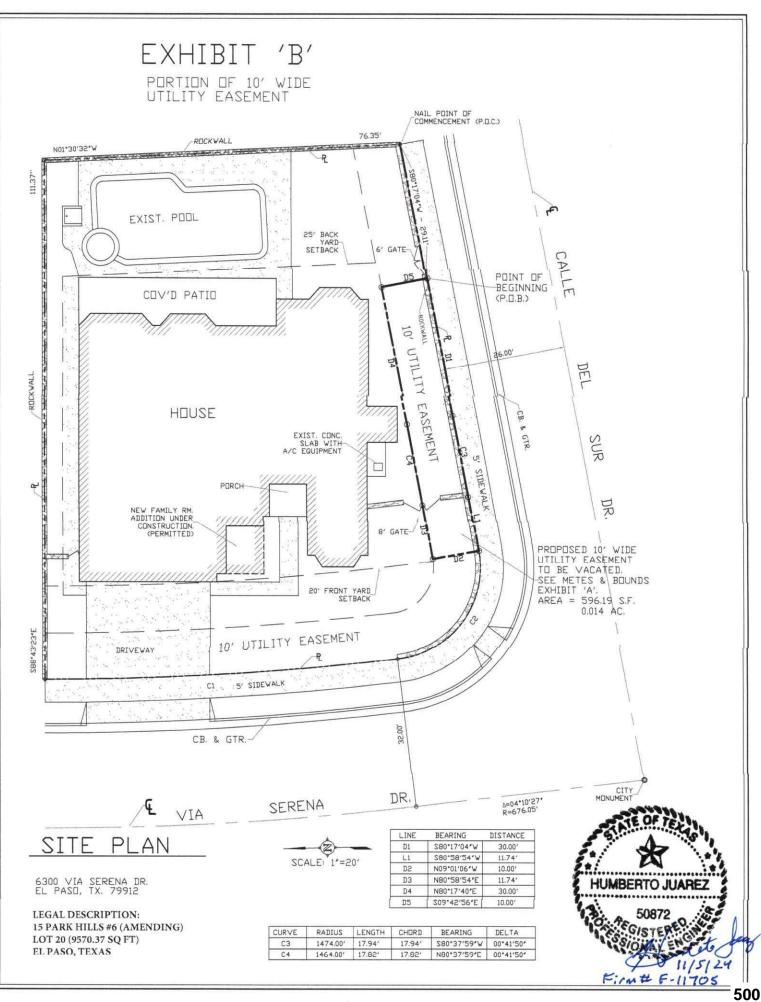
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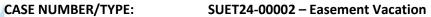
ONAL EXTLANT

FIRM # F-1(705 499)



# 6300 Via Serena Easement Vacation

City Plan Commission — September 19, 2024 (REVISED)



CASE MANAGER: Alex Alejandre, (915) 212-1642, AlejandreAX@elpasotexas.gov

**PROPERTY OWNER:** Amy A. Nichols **REPRESENTATIVE:** Springwood, LLC

LOCATION: West of Via Serena Dr. and North of Calle Del Sur Dr. (District 1)

PROPERTY AREA: 0.014 acres
ZONING DISTRICT(S): R-3A (Residential)

**SUMMARY OF RECOMMENDATION:** Staff recommends **APPROVAL** of the vacation of a portion of a 10-foot utility easement within 6300 Via Serena Drive.

CALLE DEL SUR DR

CALLE DEL SU

Figure A: Portion of easement to be vacated

**DESCRIPTION OF REQUEST:** The applicant is requesting to vacate a 10-foot portion of an existing utility easement to allow for the expansion of the buildable area. This vacation will address the encroachment of an existing pergola and shed into a portion of the dedicated utility easement. No objections were provided by any of the utility companies.

# **CASE HISTORY/RELATED APPLICATIONS: N/A**

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

Surrounding Zoning and Use		
North	R-3A (Residential) / Single-family dwelling	
South	R-3A (Residential) / Single-family dwelling	
East	R-3A (Residential) / Single-family dwelling	
West	R-3A (Residential) / Single-family dwelling	
Nearest Public Facility and Distance		
Park	Linda Daw Hudson Park (0.26 miles)	
School	Lundy Elementary (0.23 miles)	
Plan El Paso Designation		
G-4, Suburban (Walkable)		
Impact Fee Service Area		
N/A		

# **CITY PLAN COMMISSION OPTIONS:**

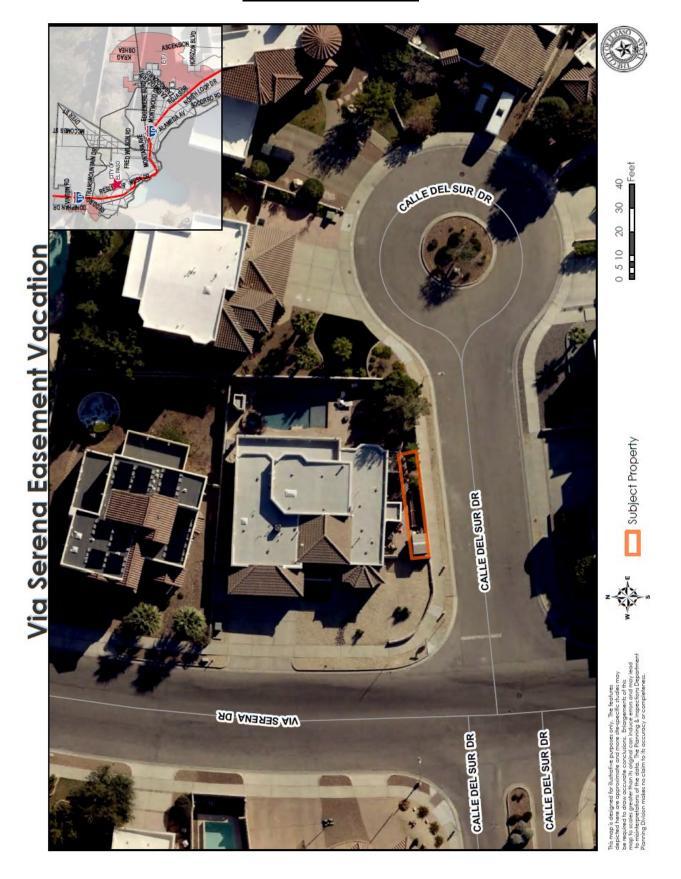
The City Plan Commission has the authority to advise City Council on easement vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

- 1. **Recommend Approval**: The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. (Staff Recommendation)
- 2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
- 3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

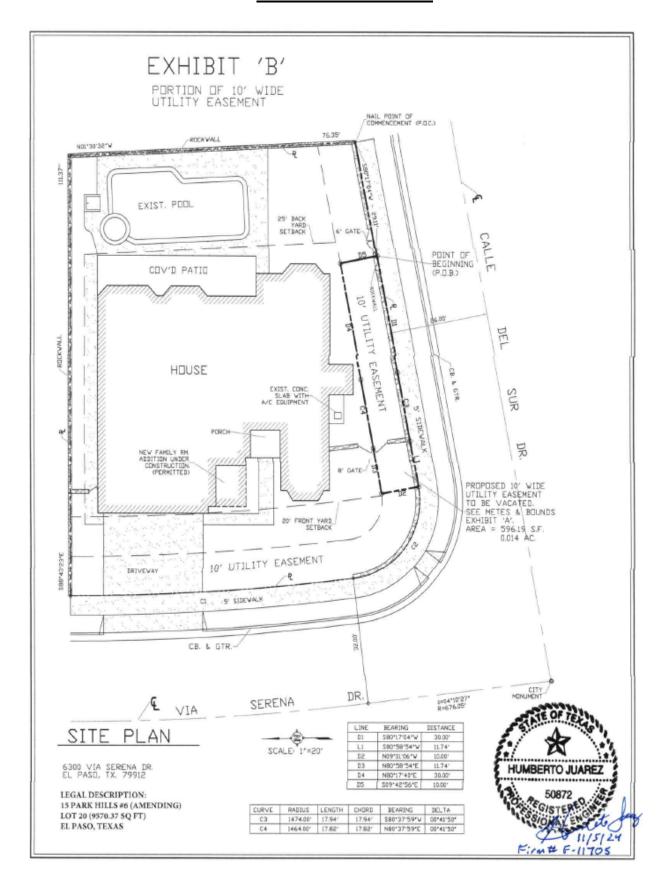
# **ATTACHMENTS:**

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

# **ATTACHMENT 1**



# **ATTACHMENT 2**



# **ATTACHMENT 3**

#### EXHIBIT 'A'

### METES AND BOUNDS DESCRIPTION

FOR A PORTION OF AN EXISTING 10 FEET WIDE UTILITY EASEMENT LOCATED WITHIN A RESIDENTIAL LOT AT 6300 VIA SERENA DRIVE

A PORTION OF 15 PARK HILLS #6 (AMENDING) LOT 20 (9570.37 SQ FT), CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at an existing concrete nail situated at the southeast property corner of Lot 20, Block 15, Park Hills Unit Six of City of El Paso Texas, and common to Calle Del Sur Drive north right-of-way line; THENCE, South 80°17'04" West, a distance of 29.11 feet along the south property survey line common to Lot 20 and Calle Del Sur Drive, said line common to the outside face of an existing masonry rockwall, for the POINT OF BEGINNING of this parcel description;

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Said parcel contains 0.014 Acres (596.19 square feet) more or less.

Re: Attached site plan Exhibit B of Metes & Bounds location and limits



# **ATTACHMENT 4**



	Date: 12.21.23	File No. SUET24-0000				
	APPLICANTS NAME ANN MOOR	and the supplemental and the supplemental states of the supplemental states				
	ADDRESS 6300 VIa Serena	ZIP CODE 79912 TELEPHONE 915-309-4563				
	Request is hereby made to vacate the following	ng: (check one)				
	Street Alley Easement	Other				
	Street Name(s)	Subdivision Name Ark Hills				
		Abutting Lots Aone				
	Reason for vacation request: Build a	garden shed : pergola				
	Surface Improvements located in subject pro	perty to be vacated: Power Lines/Poles Fences/Walls Structures Other				
		1010 2010				
	Underground Improvements located in the ex None Telephone Electric Ga	xisting rights-of-way: asWaterSewerStorm DrainOther				
	Future use of the vacated right-of-way: Yards Parking Expand Building	AreaReplat with abutting LandOther				
	Related Applications which are pending (giv Zoning Board of Adjustment Sub	re name or file number):				
Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).						
	Signatures: All owners of properties	which abut the property to be vacated must appear below with an				
	Signatures: All owners of properties	which abut the property to be vacated must appear below with an on of the properties they own (use additional paper if necessary).  Legal Description  Telephone				
	Signatures: All owners of properties adequate legal description	which abut the property to be vacated must appear below with an on of the properties they own (use additional paper if necessary).  Legal Description  Telephone  (0.304 Via Sperior Secretary				
	Signatures: All owners of properties adequate legal description	which abut the property to be vacated must appear below with an on of the properties they own (use additional paper if necessary).  Legal Description  Telephone				
	Signatures: All owners of properties adequate legal description Signature  The undersigned Owner/Applicant/Agent underst procedure for Requesting Vacations and that no a	which abut the property to be vacated must appear below with an on of the properties they own (use additional paper if necessary).  Legal Description  Legal Description  Legal Description  January 1990  Telephone  January 1990  Tele				
	Signatures: All owners of properties adequate legal description and the signature Signature  The undersigned Owner/Applicant/Agent underst procedure for Requesting Vacations and that no a fee. It is further understood that acceptance of the further understand that the fee, if the Vacation is must be presented before the request will be reconstituted.	which abut the property to be vacated must appear below with an on of the properties they own (use additional paper if necessary).  Legal Description  Legal Description  Telephone  Wanted  Lett of Residue - Lawrer Ruru  ands that the processing of this Application will be handled in accordance with the cition on processing will be taken without payment of the non-refundable processing application and fee in no way obligates the City to grant the Vacation. I/We granted will be determined by the City of El Paso and a Certified or Cashier's Chammended for Council action.				
	Signatures: All owners of properties adequate legal description and the second	which abut the property to be vacated must appear below with an on of the properties they own (use additional paper if necessary).  Legal Description  Legal Description  Legal Description  Telephone  Legal Description  Wanted  Wanted  Legal Description  Wanted  Legal Description  Wanted  Wanted  Legal Description  Wanted				
	Signatures: All owners of properties adequate legal description.  Signature  The undersigned Owner/Applicant/Agent underst procedure for Requesting Vacations and that no a fee. It is further understood that acceptance of the further understand that the fee, if the Vacation is must be presented before the request will be reconstituted that the city confirming these representations.  The granting of a vacation request shall not be coany applicable City ordinances.  OWNER SIGNATURE:	which abut the property to be vacated must appear below with an on of the properties they own (use additional paper if necessary).  Legal Description  Legal Description  Legal Description  Telephone  Legal Description  Wanted  Legal Description  Telephone  Legal Description  Wanted  Legal Description  Telephone  Legal Description  Telephone  Wanted  Legal Description  Wanted				
	Signatures: All owners of properties adequate legal description.  Signature  The undersigned Owner/Applicant/Agent underst procedure for Requesting Vacations and that no a fee. It is further understood that acceptance of the further understand that the fee, if the Vacation is must be presented before the request will be reconstituted. The understand that the fee, if the Vacation is must be presented before the request will be reconstituted to the confirming these representations.  The granting of a vacation request shall not be consulted to the confirming these representations.  OWNER SIGNATURE:  OWNER SIGNATURE:	which abut the property to be vacated must appear below with an on of the properties they own (use additional paper if necessary).  Legal Description  Legal Description  Telephone  Logal Description  Wanted  Left of Residue - Languer Rufu  Lands that the processing of this Application will be handled in accordance with the action on processing will be taken without payment of the non-refundable processis application and fee in no way obligates the City to grant the Vacation. I/We granted will be determined by the City of El Paso and a Certified or Cashier's Chemmended for Council action.  Buthorized to do so, and upon the City's request will provide evidence satisfactory construed to be a waiver of or an approval of any violation of any of the provisions of the provisions.  REPRESENTATIVE SIGNATURE.				
	Signatures: All owners of properties adequate legal description.  Signature  The undersigned Owner/Applicant/Agent underst procedure for Requesting Vacations and that no a fee. It is further understood that acceptance of the further understand that the fee, if the Vacation is must be presented before the request will be reconstituted that the city confirming these representations.  The granting of a vacation request shall not be compared to the company applicable City ordinances.  OWNER SIGNATURE:  REPRESENTATIVE (PHONE): 415-43  REPRESENTATIVE (E-MAIL): 746-6	which abut the property to be vacated must appear below with an on of the properties they own (use additional paper if necessary).  Legal Description  Legal Description  Legal Description  Telephone  Logal Description  Wanted  Left of Residuce - Laurer Russ  Left of Residuce - Laurer Russ				

# **ATTACHMENT 5**

#### Planning and Inspections Department- Planning Division

Staff recommends approval of the 6300 Via Serena Easement Vacation.

1. A Zoning Board of Adjustments application shall be submitted in order to legalize the encroachment of existing structures.

#### Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend Approval.

The Developer/Engineer shall address the following comments.

- 1. No objections to proposed easement vacation.
- 2. Be sure to call 811 to have them locate utility lines prior to doing any digging for footings in the ground.

#### **El Paso Electric**

At present, the proposed encroachments do not interfere with El Paso Electric Company's (EPE) use of the easement. In consideration for our allowance of the encroachments, El Paso Electric Company must be held harmless from any claims or demands which may result from the existence of these encroachments within the easement area. It is, and will be, the property owner's responsibility to assure that no part of the improvements or any equipment on the improvements violates any safety clearances. This non objection is pertaining to EPE's portion of the utility easement. Other utility companies would need to provide their approval separately.

#### AT&T

We have no objections to this vacate request. I have revisited with the engineer for this area, he advised our facilities are in the ROW, therefore we do not have any objections to this vacate request.

#### **El Paso Water**

EPWater-PSB does not object to this request.

#### Water:

There is an existing 12-inch diameter water main that extends along Via Serena Drive. It is located approximately 18-feet west of the eastern right of way line. This water main is available for service.

There is an existing 16-inch diameter water main that extends along Via Serena Drive. It is located approximately 22-feet west of the eastern right right-of-way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 8-inch diameter water main that extends along Calle del Sur Drive. It is located approximately 18-feet south of the northern right of way line. This water main is available for service.

Previous water pressure from fire hydrant #09365 located at the northwest corner of the intersection of Via Serena Drive and Calle del Sur Drive, has yielded a static pressure of 90 psi, a residual pressure of 86 psi, and a discharge of 1,481 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate an active ¾-inch water service serving the subject property. The service address for these meters is 6300 Via Serena Dr.

#### **Sanitary Sewer:**

There is an existing 8-inch diameter sewer main that extends along Via Serena Drive. It is located approximately 25-feet west of the eastern right of way line. This sewer main is available for service.

There is an existing 8-inch diameter sewer main that extends along Calle del Sur Drive. It is located approximately 21-feet north of the southern right of way line. This sewer main is available for service.

#### General:

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

#### Stormwater:

EPW-Stormwater has no issues with the proposed vacation; there is no underground stormwater system within this utility easement.

#### **Parks and Recreation Department**

We have reviewed <u>6300 Via Serena Easement Vacation</u> survey map and on behalf of Parks & Recreation Department we offer "No" objections to this proposed utility easement vacation request.

#### **Texas Gas**

Texas Gas Service has no comments.

#### **Fire Department**

Recommend Approval. No adverse comments.

#### **Streets and Maintenance Department**

Streets and Maintenance traffic engineering has no objections to application.

#### El Paso County Water Improvement District #1

No comments received.

#### 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	1/0/18/2	
District 1	B B	
District 2		
District 3	138	
District 4	1 200000	
District 5		
District 6	A A	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.

	Am	LA. Moore		
Signature:	1		_ Date:	



# El Paso, TX

300 N. Campbell El Paso, TX

## **Legislation Text**

File #: 24-1613, 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 Fire, Jonathan P. Killings, (915) 493-5609

#### 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: 2.3 Increase public safety operational efficiency.

#### **Award Summary:**

Discussion and action on the award of Solicitation 2024-0640 On-Call Hotel Lodging (Re-Bid) to Rockwell American Services, Ltd., for an initial term of three (3) years for an estimated amount of \$450,000.00. The award also includes a two (2) year option for an estimated amount of \$300,000.00. The total contract time is for five (5) years for a total estimated amount of \$750,000.00. This contract will allow the Office of Emergency Management to provide temporary lodging to migrants while they await travel arrangements to their final destination.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$50,000.00 for the initial term, which represents a 7.14% increase due to a longer contract term being set in place.

Department: Fire

Award to: Rockwell American Services, Ltd.

City & State: Terrebonne, OR

Item(s): All

Initial Term: 3 Years Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: \$150,000.00 Initial Term Estimated Award: \$450.000.00 Option Term Estimated Award: \$300,000.00

Total Estimated Award: \$750,000.00

Account(s) 322 - 2720 - 22130 - 522150 - G2223SSP

Funding Source(s): Outside Contracts

District(s): All

## File #: 24-1613, Version: 1

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Rockwell American Services, Ltd., the sole lowest responsive and responsible bidder.

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

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: December 3, 2024
PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Jonathan P. Killings, Fire Chief, (915) 493-5609 K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

**STRATEGIC GOAL:** Goal 2 - Set the Standard for a Safe and Secure City

**SUBGOAL:** 2.3 Increase public safety operational efficiency

#### SUBJECT:

Discussion and action on the award of solicitation 2024-0640 On–Call Hotel Lodging (Re-Bid) to Rockwell American Services, Ltd. for an initial three (3) year term for an estimated amount of \$450,000.00. The award also includes a two (2) year option for an estimated amount of \$300,000.00. The total contract value is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$750,000.00. This contract will allow the Office of Emergency Management to provide temporary lodging to migrants while they await travel arrangements to their final destination.

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

The City of El Paso Office of Emergency Management has been supporting the ongoing humanitarian efforts by providing lodging for migrants while travel arrangements are made for their departure to their final destination. This contract is the long-term replacement for the previous contract that was issued under the emergency ordinance.

#### **SELECTION SUMMARY:**

Solicitation was advertised on July 23, 2024 and July 25, 2024. The solicitation was posted on City website on July 23, 2024. There were a total fourteen (14) viewers online; one (1) bid was received; none (0) being local suppliers. An Inadequate Competition Survey was conducted.

#### **CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: A increase of \$50,000.00 for the initial term, which represents a 7.14% increase due to a longer contract term being set in place.

#### **PROTEST**

No protest received for this requirement.

#### PRIOR COUNCIL ACTION:

N/A

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

Amount: \$750,000.00

Funding Source: Outside Contracts

Account: 322-2720-22130-522150-G2223SSP

#### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_X\_YES \_\_\_NO

2024-0640 On-Call Hotel Lodging (Re-Bid)

Revised 1/23/2023-V3 - Previous Versions Obsolete

PRIMARY DEPARTMENT: Fire Department

**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

**DEPARTMENT HEAD:** 

Jonathan P. Killings, Fire Chief

#### Project Form Low Bid

Please place the following item on the Regular Agenda for the City Council of December 3, 2024.

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.3 Increase public safety operational efficiency

#### **Award Summary:**

Discussion and action on the award of solicitation 2024-0640 On-Call Hotel Lodging (Re-Bid) to Rockwell American Services, Ltd., for an initial term of three (3) years for an estimated amount of \$450,000.00. The award also includes a two (2) year option for an estimated amount of \$300,000.00. The total contract time is for five (5) years for a total estimated amount of \$750,000.00. This contract will allow the Office of Emergency Management to provide temporary lodging to migrants while they await travel arrangements to their final destination.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$50,000.00 for the initial term, which represents a 7.14% increase due to a longer contract term being set in place.

Department: Fire

Award to: Rockwell American Services, Ltd.

City & State: Terrebonne, OR

Item(s):AllInitial Term:3 YearsOption Term:2 YearsTotal Contract Time:5 YearsAnnual Estimated Award:\$150,000.00Initial Term Estimated Award:\$450.000.00Option Term Estimated Award:\$300,000.00Total Estimated Award\$750,000.00

Account(s) 322 – 2720 – 22130 – 522150 – G2223SSP

Funding Source(s): Outside Contracts

District(s):

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Rockwell American Services, Ltd., the sole lowest responsive and responsible bidder.

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

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





Project Name: On-Call Hotel Lodging (Re-Bid)
Bid Opening Date: September 4, 2024

ging (Re-Bid) Solicitation #: 2024-0640
2024 Department: Fire Department

Bid O	pening Date: September 4, 2024					Department: Fire Department
				Rockwell American Services, Ltd Terrebonne, OR Bidder 1 of 1		
ITEM No.	DESCRIPTION	Unit of Measure	Quantity ( A )	Price (B)	Price (B)	Price (B)
Year 1						
1	Double Queen Standards	each	1	\$ 194.00	\$	\$ -
2	King Standards	each	1	\$ 194.00	\$	\$ -
3	Suite (if applicable)	each	1	\$ 230.00	\$ -	\$ -
Year 2						
1	Double Queen Standards	each	1	\$ 199.00	\$	\$ -
2	King Standards	each	1	\$ 199.00	\$ -	\$ -
3	Suite (if applicable)	each	1	\$ 235.00	\$ -	\$ -
Year 3						
1	Double Queen Standards	each	1	\$ 202.00	\$ -	\$ -
2	King Standards	each	1	\$ 202.00	\$ -	\$ -
3	Suite (if applicable)	each	1	\$ 240.00	\$	\$ -
OPTION TO EXTEND THE TERM OF THE  AGREEMENT  THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:						
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT.			X			
NO OP	TION OFFERED					
	MENTS ACKNOWLEDGED:			YES	N/A	N/A
	BIDS SOLICITED: 273 LOCAL BIDS SOLICITED: 112 BIDS RECEIVED: 1 LOCAL BIDS RECEIVED: 0 NO BID: 0					
NOTE	NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.					

APPROVED BY: /s/

2024-0640 On-Call Hotel Lodging Viewer's List

Number	Participant Name	Response Date	Response Status	City	State	Email			
1	Rockwell American Services Ltd	09/04/2024	Submitted	Houston	TX				
2	Paso-Tex Industries LLC	09/03/2024	No Bid	El Paso	TX	kshankles@	paso-tex.n	net	
3	QANNEX CORP	08/15/2024	No Bid	EL PASO	TX	lily@qanne	x.com		
4	OLIVARES ELECTRIC OF EL PASO, LLC	08/13/2024	No Bid	El Pso	TX	olivaresele	ctric2@gma	ail.com	
5	Zeraus Iluminacion	08/02/2024	No Bid	El Paso	TX	jarquinalex	374@gmail	.com	
	6ix5ive Consulting		Viewed	El Paso	TX	cedlee14@	gmail.com		
7	Competitive Edge Research & Communication, In-		Viewed	San Diego	CA	david@cer	c.net		
	DDM Corporation LLc		Viewed	el paso	TX	alma@ddcorpllc.com			
9	Dumonde Travel (Dumonde Group LLC)		Unsubmitted	miami	FL	andre@traveldm.com			
10	Fairfield Inn & Suites El Paso West (Shivam Inves		Unsubmitted	El Paso	TX	dos@505hotel.com			
11	L & B Group, LLC dba Precision Imaging (dba Pre		Viewed	El Paso	TX				
12	North America Procurement Council Inc., PBC		Viewed	Grand Junction	CO				
13	WOFFORD TRUCK PARTS (TE EL PASO,LLC)		Retracted	EL PASO	TX			ruckparts.co	om
14	Ximalli Security Solutions		Viewed	El Paso	TX	annette.me	dina1983@	gmail.com	
15	josiemowad@gmail.com								
16	Lark.Munden@aimbridge.com								
17	Lark.Munden@Hilton.com								
18	rene@chanakyamgt.com								
19	superlodgeelpaso@yahoo.com								

#### 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 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. 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	Eric Little Pesci
Business Name	Rockwell American Services, Ltd.
Agenda Item Type	2024-0640 On-Call Hotel Lodging (Re-Bid)
Relevant Department	Fire

contributi	<b>Ire Affirmation</b> : Please check the appropriate box below to indicate whether you have made campaign ions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(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 City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/180/08	
District 1	W (8)	
District 2	五彩	26
District 3	136	\$101
District 4	1 300000	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: Eric	Little Pesci Digitally signed by Eric Little Pesci Date: 2024.09.04 12:44:29 -07'00	OO' Date: 9/4/2024	

## Legislation Text

File #: 24-1645, 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 Human Resources, Mary L. Wiggins, (915) 212-1092

#### 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: 6.2 - Implement employee benefits and services that promote financial security.

#### **Award Summary:**

Discussion and action on the award of Solicitation 2024-0648R Stop Loss Insurance to Aetna Life Insurance Company for a one (1) year term and an estimated award of \$5,733,154.00. This contract will provide services necessary to assist the City in developing a comprehensive review and plan for stop loss insurance which is self-funded and open to all full-time active employees of the City of El Paso.

#### **Contract Variance:**

Not applicable, new contract.

Department: Human Resources

Award to: Aetna Life Insurance Company

City & State: Hartford, CT

Item(s): All

Initial Term: 1 Year Option Term: NA

Total Contract Time: 1 Year

Annual Estimated Award: \$5,733,154.00 Initial Term Estimated Award: \$5,733,154.00

Option Term Estimated Award: NA Total Estimated Award: \$5,733,154.00 Account(s): 209-3500-521370-14045-P1414 Funding Source(s): Self-Insurance Fund

District(s): All

## File #: 24-1645, Version: 1

This was a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing Department and the Human Resources Department recommend award as indicated to Aetna Life Insurance Company, 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.

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

AGENDA DATE: December 3, 2024
PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Mary L. Wiggins, Chief Human Resources Officer, (915) 212-1267

K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

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

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

#### SUBJECT:

Discussion and action on the award of solicitation 2024-0648R Stop Loss Insurance to Aetna Life Insurance Company for a one (1) year term and an estimated award of \$5,733,154.00. This contract will provide services necessary to assist the City in developing a comprehensive review and plan for stop loss insurance which is self-funded and open to all full-time active employees of the City of El Paso.

#### BACKGROUND / DISCUSSION:

Aetna Life Insurance Company was one of three respondents to City's Request for Proposals for stop loss insurance. The components of the solicitation are outlined as follows:

- 1. The City purchases Stop Loss Insurance for its self-funded group medical to protect the plans from catastrophic losses.
- 2. All participants enrolled as of December 31, 2024 are to receive immediate coverage under the new plan. The City's enrollment records are to be the basis for "take-over."
- 3. Coverage for employees becomes effective on the 1st day of the month following the employment date, and terminates at the end of the month in which the employer notifies the insurance provider. Retirees are covered by the stop loss policy.
- 4. The policy must cover both medical and pharmacy claims.
- 5. The quote is to be based upon the City of El Paso employee census provided with the RFP for a January 1, 2025 effective date.

#### **SELECTION SUMMARY:**

Solicitation was advertised on August 13, 2024 and August 20, 2024. The solicitation was posted on City website on August 8, 2024. There were a total of eleven (11) viewers online; Three (3) proposals were received; None (0) from local suppliers.

CONTRACT VARIANCE: Not Applicable
PROTEST No protest received for this requirement.
PRIOR COUNCIL ACTION: Not Applicable
AMOUNT AND SOURCE OF FUNDING: Amount: \$5,733,154.00 Funding Source: Self Insurance Fund Account: 209-3500-521370-14045-P1414
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YESNO
PRIMARY DEPARTMENT: Human Resources SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing
**************************************
Mary Wiggins  Mary Wiggins  Mary L. Wiggins, Chief Human Resources Officer
Mary L. Wiggins, Chief Human Resources Officer

# Project Form Request for Proposals

Please place the following item on the Consent Agenda for the City Council Meeting of December 3, 2024.

Strategic Goal 6 - Set the Standard for Sound Governance & Fiscal Management

The linkage to the Strategic Plan is subsection: 6.2 - Implement employee benefits and services that promote financial security

#### **Award Summary:**

Discussion and action on the award of solicitation 2024-0648R Stop Loss Insurance to Aetna Life Insurance Company for a one (1) year term and an estimated award of \$5,733,154.00. This contract will provide services necessary to assist the City in developing a comprehensive review and plan for stop loss insurance which is self-funded and open to all full-time active employees of the City of El Paso.

#### **Contract Variance:**

Not applicable, new contract

Department: Human Resources

Award to: Aetna Life Insurance Company

City & State: Hartford, CT

Item(s):AllInitial Term:1 YearOption Term:NATotal Contract Time:1 Year

Annual Estimated Award: \$5,733,154.00 Initial Term Estimated Award: \$5,733,154.00

Option Term Estimated Award: NA

Total Estimated Award: \$5,733,154.00

Account(s): 209-3500-521370-14045-P1414

Funding Source(s): Self-Insurance Fund

District(s):

This was a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing Department and the Human Resources Department recommend award as indicated to Aetna Life Insurance Company, 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.

Committee Scoresheet

## **CITY OF EL PASO RFP SCORESHEET**

PROJECT: 2024-0648R Stop Loss Insurance

Evaluation of Submittal							
	MAX POINTS	Aetna Life Insurance Company Hartford, CT	Sun Life Assurance Company of Canada Toronto, Canada	Amwins Group, Inc. dba Stealth Partner Group, LLC Scottsdale, AZ			
Factor A - Financial Stability		14.00	15.00	5.00			
Factor B - Cost		30.00	26.06	22.02			
Proposed Cost	- 30	\$5,733,154.00	\$6,599,608.00	\$7,811,104.00			
Factor C - Claims Processing	15	15.00	13.00	10.00			
Factor D - Contract Provisions	25	25.00	23.00	20.00			
Factor E – Experience - Comparable Contracts	10	9.05	6.32	0.00			
Factor F - References	5	5.00	3.34	0.00			
TOTAL SCORE	100	98.05	86.72	57.02			
		1	2	3			



# CITY OF EL PASO REQUEST FOR PROPOSALS TABULATION FORM



Bid Opening Date: September 18, 2024 Solicitation #: 2024-0648R

Project Name: Stop Loss Insurance Department: Human Resources

OFERROR'S NAME:		LOCATIO	ON:				DMENT(S) WLEDGED:		
Aetna Life Insurance Company		Hartford,	, CT				YES		
Amwins Group, Inc. dba Stealth Partner Group, LLC					YES				
Sun Life Assurance Company of Canada		Toronto, CA					YES		
					1				
RFPs SOLICITED: 974 LOCAL RFPs SOLICITI	ED: 314	RFPs RECEIVED:	3	LOCAL RFPs REC	EIVED:	0	NO BIDS:	3	

Approved: \_\_/s/\_\_\_ Date: \_\_9/19/2024

#### Viewer's List 2024-0648R Stop Loss Insurance

<u>No.</u>	Participant Name	Response Date	Response Status	<u>City</u>	<u>State</u>
	Stealth Partner Group (Worldwide				
1	Holdings, Inc.)	09/17/2024	Submitted	Dallas	TX
2	Sun Life Financial	09/13/2024	Submitted	Wellesley	MA
3	Aetna, Inc.	09/13/2024	Submitted	Houston	TX
4	Paso-Tex Industries LLC	09/03/2024	No Bid	El Paso	TX
5	QANNEX CORP	08/15/2024	No Bid	EL PASO	TX
	Textbook Warehouse (Textbook				
6	Warehouse, LLC)	08/14/2024	No Bid	Alpharetta	GA
	OLIVARES ELECTRIC OF EL			•	
7	PASO, LLC	08/13/2024	No Bid	El Pso	TX
8	Crisis Prevention Institute, Inc.	08/13/2024	No Bid	Milwaukee	: WI
9	Dis4Dharma, LLC		Viewed	El Paso	TX
10	Texas State Insurance Agency LLC		Viewed	El Paso	TX
11	Ximalli Security Solutions		Viewed	El Paso	TX

# El Paso, TX

### Legislation Text

File #: 24-1643, Version: 1

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

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

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 7.5 Set one standard for infrastructure across the city.

#### **Award Summary:**

Discussion and action on the award of Solicitation 2024-0319 On Call Towing of Motor Vehicles - City Owned to AD Wrecker Service, Inc. dba AD Towing & Recovery for an initial term of three (3) years for an estimated amount of \$585,000.00. The award also includes a two (2) year option for an estimated amount of \$390,000.00. The total contract time is for five (5) years for a total estimated amount of \$975,000.00. This contract will allow for the continual recovery of City owned vehicles in a consistent, safe and efficient manner.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$39,000.00 for the initial term, which represents a 7.14% increase due to additional budget amount allocated for this service.

Department: Streets and Maintenance

Award to: AD Wrecker Service, Inc. dba AD Towing & Recovery

City & State: El Paso, TX

Items: All

Initial Term: 3 Years Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: \$195.000.00 Initial Term Estimated Award: \$585,000.00 Option Term Estimated Award: \$390,000.00

Total Estimated Award \$975,000.00

Account(s) 532-3600-531250-37020-P3701 Funding Source(s): Internal Service Fund

District(s): All

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

#### File #: 24-1643, Version: 1

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to AD Wrecker Service, Inc. dba AD Towing & Recovery the highest ranked bidder 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.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

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

AGENDA DATE: December 3, 2024
PUBLIC HEARING DATE: Not Applicable

#### **CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000

K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.5 Set one standard for infrastructure across the City.

#### **SUBJECT:**

Discussion and action on the award of solicitation 2024-0319 On Call Towing of Motor Vehicles - City Owned to AD Wrecker Service, Inc. dba AD Towing & Recovery for an initial term of three (3) years for an estimated amount of \$585,000.00. The award also includes a two (2) year option for an estimated amount of \$390,000.00. The total contract time is for five (5) years for a total estimated amount of \$975,000.00.

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

The City owns over 2200 light duty and 800 heavy duty vehicles which, from time to time will require on call towing services to recover units in a timely manner and return them for repair in order to get them back in service as quickly as possible. The approval of this contract would allow for the continual recovery of City Owned vehicles in a consistent, safe and efficient manner.

#### **SELECTION SUMMARY:**

Solicitation was advertised on March 26, 2024 and April 2, 2024. The solicitation was posted on City website on March 26, 2024. There were a total fourteen (14) viewers online; six (6) bids were received, five (5) coming from local suppliers.

#### **CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$39,000.00 for the initial term, which represents a 7.14% increase due to additional budget amount allocated for this service.

#### **PROTEST**

No protest received for this requirement.

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

N/A

#### AMOUNT AND SOURCE OF FUNDING:

Amount: \$\$585,000.00

Funding Source: Internal Service Fund

Account: 532 - 3600 - 531250 - 37020 - P3701

# TITLE 2, CHAPTER 2.92, Section 2.92-080 DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS

Purchasing & Strategic Sourcing has provided the opportunity to disclose campaign contributions and donations.

1118-24

## HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_NO

**PRIMARY DEPARTMENT: Streets and Maintenance** 

**SECONDARY DEPARTMENT:** Purchasing and Strategic Sourcing

**DEPARTMENT HEAD:** 

Richard J. Bristol

# Project Form Best Value Bid

Please place the following item on the Regular Agenda for the City Council Meetings of December 3, 2024.

Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection 7.5 Set one standard for infrastructure across the city

#### **Award Summary:**

Discussion and action on the award of solicitation 2024-0319 On Call Towing of Motor Vehicles - City Owned to AD Wrecker Service, Inc. dba AD Towing & Recovery for an initial term of three (3) years for an estimated amount of \$585,000.00. The award also includes a two (2) year option for an estimated amount of \$390,000.00. The total contract time is for five (5) years for a total estimated amount of \$975,000.00. This contract will allow for the continual recovery of City owned vehicles in a consistent, safe and efficient manner.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$39,000.00 for the initial term, which represents a 7.14% increase due to additional budget amount allocated for this service.

Department: Streets and Maintenance

Award to: AD Wrecker Service, Inc. dba AD Towing & Recovery

City & State: El Paso, TX

Items:AllInitial Term:3 YearsOption Term:2 YearsTotal Contract Time:5 YearsAnnual Estimated Award:\$195,000.00Initial Term Estimated Award:\$585,000.00Option Term Estimated Award:\$390,000.00Total Estimated Award\$975,000.00

Account(s) 532 - 3600 - 531250 - 37020 - P3701

Funding Source(s): Internal Service Fund

District(s):

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

The Purchasing & Strategic Sourcing and Streets and Maintenance Department award as indicated to AD Wrecker Service, Inc. dba AD Towing & Recovery the highest ranked bidder 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.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

Committee Scoresheet								
Best Value Scoresheet								
PROJECT: 2024-0319 On Call Towing of Motor Vehicles								
		Eval	luation of Sul	bmittal				
		Weight	AD Wrecker Service Inc. dba AD Towing & Recovery	Chacon Business Group Inc. dba Chacon Towing	El Paso Dependable Towing, LLC	Kings Towing, LLC	Pantusa Towing & Recovery, LLC	Skyhawk T&R, LLC
Factor A - Pri	ice							
	Scores	35	35.00			Non-Responsive	•	
Factor B - Ex	perience – Comparable Cor	ntracts						
	Scores	15	12.00			Non-Responsive	•	
Factor C - Re	ferences							
	Scores	20	13.33			Non-Responsive	•	
Factor D - Em	nployee Medical Benefits an	d Incentives						
	Scores	10	2.00	Non-Responsive				
Factor E - Bidder's Action Plan								
	Scores	20	14.67			Non-Responsive	•	
		Total Score	77.00					
			1					





BID TITLE: On Call Towing of Motor Vehicles - City Owned

BID NUMBER: 2024-0319

BID DATE: April 24, 2024

DEPARTMENT: Streets and Maintenance

טוט טו	ATE: April 24, 2024						DEPARTIVIENT	Streets and Maintenance
		AD Wrecker Service Inc. dba AD Towing & Recovery El Paso, TX Bidder 1 of 6	Chacon Business Group Inc. dba Chacon Towing Atascosa, TX Bidder 2 of 6	El Paso Dependable Towing, LLC El Paso, TX Bidder 3 of 6	Kings Towing, LLC El Paso, TX Bidder 4 of 6	Pantusa Towing & Recovery, LLC El Paso, TX Bidder 5 of 6	Skyhawk T&R, LLC. dba Skyhawk Towing (Non-Responsive) El Paso, TX Bidder 6 of 6	
Item No.	Description	Unit of Measure	Price	Price	Price	Price	Price	Price
1	Any vehicle with gross vehicle weight (gvw) of 11,000 pounds or less must be towed with a tow truck that shall meet all federal, state and local laws, regulations and ordinances including highway weight limits	Per Vehicle Tow	\$ 49.99	Left Blank	\$ 100.00	\$ 120.00	\$ 79.00	\$ -
2	Excess time at site in 30 minute increments after the first 45 minutes on site (after initial hour on site)	Per 30 Minutes	\$0.00	Left Blank	\$ 90.00	\$ 60.00 Per hour	\$ 2.50	\$ -
3	Any vehicle with gross vehicle weight (GVW) between 11,001 and 33,000 pounds. Must be towed with a tow truck that shall meet all federal, state and local laws, regulations and ordinances including highway weight limits	Per Vehicle Tow	\$ 169.99	Left Blank	\$ 350.00	\$ 380.00	\$ 194.00	\$ -
4	Excess time at site in 30 minute increments after the first 45 minutes on site (after initial hour on site)	Per 30 Minutes	\$0.00	Left Blank	\$ 90.00	\$ 80.00 Per hour	\$ 2.50	\$ -
5	Any vehicle with gross vehicle weight (GVW) between 33,001 and 42,000 pounds. Must be towed with a tow truck that shall meet all federal, state and local laws, regulations and ordinances including highway weight limits	Per Vehicle Tow	\$ 169.99	Left Blank	Left Blank	\$ 450.00	\$ 194.00	\$ -
6	Excess time at site in 30 minute increments after the first 45 minutes on site (after initial hour on site)	Per 30 Minutes	\$0.00	Left Blank	Left Blank	\$ 120.00 Per hour	\$ 2.50	\$ -
7	Any vehicle with gross vehicle weight (GVW) in excess of 42,001 pounds (fire & ems department units). Must be towed with a flat bed tow truck that shall meet all federal, state and local laws, regulations and ordinances including highway weight limits	Per Vehicle Tow	\$ 169.99	Left Blank	Left Blank	\$ 500.00	\$ 194.00	\$ -
8	Excess time at site in 30 minute increments after the first 45 minutes on site (after initial hour on site)	Per 30 Minutes	\$0.00	Left Blank	Left Blank	\$ 140.00	\$ 2.50	\$ -





BID NUMBER: 2024-0319 BID TITLE: On Call Towing of Motor Vehicles - City Owned

BID DA	BID DATE: April 24, 2024 DEPARTMENT: Streets and Maintenance							
			AD Wrecker Service Inc. dba AD Towing & Recovery El Paso, TX Bidder 1 of 6	Chacon Business Group Inc. dba Chacon Towing Atascosa, TX Bidder 2 of 6	El Paso Dependable Towing, LLC El Paso, TX Bidder 3 of 6	Kings Towing, LLC El Paso, TX Bidder 4 of 6	Pantusa Towing & Recovery, LLC El Paso, TX Bidder 5 of 6	Skyhawk T&R, LLC. dba Skyhawk Towing (Non-Responsive) El Paso, TX Bidder 6 of 6
Item No.	Description	Unit of Measure	Price	Price	Price	Price	Price	Price
9	Towing fees for moving damaged EVs and Hybrids, with correct safety precautions with flatbed and trained operator. Vehicle weight of up to GVWR of 40,000 lbs	Per Vehicle Tow	\$ 49.99	Left Blank	Left Blank	\$ 400.00	\$ 294.00	\$ -
10	Excess time at site in 30 minute increments after the first 45 minutes on site (after initial hour on site)	Per 30 Minutes	\$0.00	Left Blank	Left Blank	\$ 120.00	\$ 2.50	\$ -
11	Towing fees for tows beyond city limits, the city landfills will be the outermost boundaries considered to be within the city limits	Per Mile	\$0.00	Left Blank	\$ 5.00	\$ 120.00	\$ 194.00	\$ -
12	Winching vehicle on non-paved road. Vehicles of up to GVWR of 70,000 lbs. max.	Per Hour	\$0.00	Left Blank	Left Blank	\$ 500.00	\$ 224.00	\$ -
13	Multiple tow vehicles on scene, GVWR 70,000 lbs. max.	Per Vehicle Tow	\$0.00	Left Blank	Left Blank	\$ 550.00	\$ 224.00	\$ -
14	Multiple tow vehicles on scene, in excess at site in 30 minute increments after the first 45 minutes on site (after initial hour on site). GVWR 70,000 lbs. max.	Per 30 Minutes	\$0.00	Left Blank	Left Blank	\$ 140.00	\$ 2.50	\$ -
15	Cancelled call (cancelled through call center prior to arriving on the scene within 25 minutes of initial call)	Per Call	\$0.00	Left Blank	\$ 50.00	\$ 25.00	Left Blank	\$ -
16	Dead call (no towing on the scene after arrival, limited to cost or regular service request)	Per Call	\$0.00	Left Blank	\$ 60.00	\$ 60.00	Left Blank	\$ -
17	Removal of drive line on some units will be required	Per Unit	\$ 50.00	Left Blank	\$ 60.00	\$ 60.00	Left Blank	\$ -
	for safe transportation of unit, cost per item			_		Per hour	4 445.55	_
	Total (Items 1-17)		\$ 659.95	<b>\$</b> -	\$ 805.00	\$ 3,825.00	\$ 1,612.00	\$ -





BID TITLE: On Call Towing of Motor Vehicles - City Owned **BID NUMBER: 2024-0319** BID DATE: April 24, 2024 **DEPARTMENT: Streets and Maintenance** AD Wrecker Service Inc. Skyhawk T&R, LLC. dba AD Towing & **Chacon Business Group** El Paso Dependable Pantusa Towing & dba Skyhawk Towing Kings Towing, LLC Recovery, LLC (Non-Responsive) Recovery Inc. dba Chacon Towing Towing, LLC El Paso, TX Atascosa, TX El Paso, TX El Paso, TX El Paso, TX El Paso, TX Bidder 1 of 6 Bidder 2 of 6 Bidder 3 of 6 Bidder 4 of 6 Bidder 5 of 6 Bidder 6 of 6 Unit of Item Price Description Price Price Price Price Price No. Measure OPTION TO EXTEND THE TERM OF THE **AGREEMENT** THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR: Х Χ Χ Х TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S) Left Blank NO OPTION OFFERED Left Blank AMENDMENTS ACKNOWLEDGED: YES YES YES YES YES YES

BIDS SOLICITED:

174

LOCAL BIDS SOLICITED:

96

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

BIDS RECEIVED:

LOCAL BIDS RECEIVED:

NO BID:

0

6

## 2024-0319 On-call Towing of Motor Vehicles - City Owned View List

	Supplier Name	City	State
1	City of El Paso Strategic Partners	El Paso	TX
2	North America Procurement Council Inc., PBC	Grand Junction	CO
3	Pantusa Towing	El Paso	TX
4	Paso-Tex Industries LLC	El Paso	TX
5	SKYHAWK TOWING	EL PASO	TX
6	Chacon Towing	El paso	TX
7	DEPENDABLE TOWING	EL PASO	TX
8	3H TOWING LLC	El Paso	TX
9	arrow towing	EL PASO	TX
10	Sohle Express Towing	El Paso	TX
11	Kings Towing LLC	El Paso	TX
12	Pwxpress	Jacksonville	FL
13	Precision MPI	El Paso	TX
14	AD Towing & Recovery	El Paso	TX

## **Legislation Text**

File #: 24-1612, 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 Animal Services, Terry K. Kebschull, (915) 212-8742

#### AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

#### **Award Summary:**

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0007 Veterinary Lab Testing to Idexx Distribution, Inc., the sole source provider and to maintain standardization for Companion Animal Products laboratory testing supplies, for an initial term of three (3) years for an estimated amount of \$1,200,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the Animal Services Department to conduct in-house medical laboratory testing.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: A decrease of \$300,000.00 which represents a 20.00% decrease due to previous contract included additional services besides laboratory testing.

Department: Animal Services Award to: Idexx Distribution, Inc. City & State: Westbrook, ME

Item(s): All

Initial Term: 3 Years Option Term: N/A

Total Contract Time: 3 Years

Annual Estimated Award: \$400,000.00 Initial Term Estimated Award: \$1,200,000.00

Option Term Estimated Award: N/A Total Estimated Award: \$1,200,000.00 Account(s): 225-2580-25120-522150

Funding Source(s): Medical - Outside Contracts

## File #: 24-1612, Version: 1

District(s): All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Idexx Distribution, Inc., under the exemption listed above.

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

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

AGENDA DATE: December 3, 2024
PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Terry K. Kebschull, Animal Services Director (915) 212-8742

K. Nicole Cote, Managing Director of Purchasing & Strategic Sourcing (915) 212-

1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8: Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and

healthy environment

SUBJECT:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2025-0007 Veterinary Lab Testing to Idexx Distribution, Inc., the sole source provider and to maintain standardization for Companion Animal Products laboratory testing supplies, for an initial term of three (3) years for an estimated amount of \$1,200,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the Animal Services Department to conduct inhouse medical laboratory testing.

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

This contract will allow the Animal Services veterinary staff to collect and submit laboratory test samples in-house. Doing this in-house will not only expedite the delivery of the test results but also provide substantial cost savings compared to current outsourced lab test result expenses.

#### **SELECTION SUMMARY:**

Idexx Distribution, Inc is the sole source provider of Companion Animal Products laboratory testing supplies.

#### **CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: A decrease of \$300,000.00 which represents a 20.00% decrease due to previous contract included additional services besides laboratory testing.

#### **PROTEST**

N/A

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,200,000.00

Funding Source: Medical - Outside Contracts

Account: 225-2580-25120-522150

#### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES \_\_\_NO

**PRIMARY DEPARTMENT:** Animal Services

**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

**************************************			
DEPARTMENT HEAD:			
	Terry K. Kebschull, Animal Services Director		

## Project Form Non-Competitive

Please place the following item on the Regular Agenda for the City Council Meeting of December 3, 2024.

Strategic Goal 8 - Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

#### **Award Summary:**

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2025-0007 Veterinary Lab Testing to Idexx Distribution, Inc., the sole source provider and to maintain standardization for Companion Animal Products laboratory testing supplies, for an initial term of three (3) years for an estimated amount of \$1,200,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the Animal Services Department to conduct in-house medical laboratory testing.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: A decrease of \$300,000.00 which represents a 20.00% decrease due to previous contract included additional services besides laboratory testing.

Department: Animal Services
Award to: Idexx Distribution, Inc.

City & State: Westbrook, ME

Item(s):AllInitial Term:3 YearsOption Term:N/ATotal Contract Time:3 YearsAnnual Estimated Award:\$400,000.00Initial Term Estimated Award:\$1,200,000.00

Option Term Estimated Award: N/A

Total Estimated Award: \$1,200,000.00

Account(s): 225 - 2580 - 25120 - 522150 Funding Source(s): Medical - Outside Contracts

District(s):

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Idexx Distribution, Inc., under the exemption listed above.

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



# PURCHASING & STRATEGIC SOURCING DEPARTMENT SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

INIS IS AN OFFICIA	L PURCHASING DOCUMENT-RETAIN WITH PONOTIVE SKIBLE FILE		
Before me, the undersigned o person whose signature appe	fficial, on this day, personally appeared a person known to me to be the ars below, whom after being duly sworn upon his/her oath deposed and said:		
convicted crime and am a	. I am over the age of 18, have never been of a		
an authorized represent	entative of the following company or firm: IDEXE VISTORIAL IAC		
V above named compar	ny or firm is the sole source for the following item(s), product(s) or service(s):		
Governmental Code 7A or	ne above named item(s) product(s), service(s) is precluded by the existence of a rocess or monopoly as stated under Section 252.022, Subchapter A of the Local as provided for under 7B-F of the same section. Also, attached hereto is a sole orth the reasons why this Vendor is a sole source provider (dated and signed).		
	tem(s) or product(s) available for purchase that would serve the same purpose or		
Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.			
	Signature		
SUBSCRIBED AND SWORN to bef	ore me on this 13 day of August 2024		
	<del>1</del>		
	NOTARY PUBLIC		
Nicole D Johnston	Niele Johnston		
NOTARY PUBLIC State of Maine	PRINTED NAME		
My Camm. Expires October 4, 202	MY COMMISSION EXPIRES		
	MY COMMISSION EXPIRES		
COMPANY NAME: LDEXY D	istrubution hat		
ADDRESS, CITY, S TATE & ZIP CODE			
PHONE: 212 - 556-0300			
CONTACT NAME AND TITLE:			
WEB ADDRESS: idery, con	EMAIL: Cag sales support @ Iders.com		
FEDERAL TAX ID NUMBER: 35 - 3	2186625 TEXAS SALES TAX NUMBER: 13521866254		
CULIVIL IVOLID	The state of the s		



August 20, 2024

CITY OF EL PASO ANIMAL SERVICES 5001 Fred Wilson Ave, El Paso, TX 79906 SAP 347020

**Re: IDEXX Companion Animal Products - Sole Source** 

Dear City Of El Paso Animal Services,

In connection with your consideration of the purchase of IDEXX Companion Animal Products (including analyzers, analyzer consumables and SNAP® kits), I hereby confirm that IDEXX Laboratories, Inc., together with its subsidiaries, has moved to an all-direct distribution model in the United States with respect to such products effective January 1, 2015 and will, with certain limited exceptions for sales to customers in Hawaii, thereafter be the exclusive supplier of such products in the United States.

Sincerely,

George Fennell

SVP/GM, Global CAG-CFO

IDEXX Reference Laboratories, Inc.

#### 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 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. 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	Fernando Gomez	
Business Name	IDEXX Laboratories, Inc.	
Agenda Item Type	2025-0007 Veterinary Lab Testing	
Relevant Department	Animal Services	

Disclosu	re Affirmation: Please check the appropriate box below to indicate whether you have made campaign
	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
lacksquare	City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section

OR

2.92.080 of the El Paso Municipal Code.

П	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	110/186/280	
District 1	(A) (B)	
District 2	五湯	
District 3	136	201
District 4	1 300000	5/,//
District 5		
District 6	TRYA	
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.

Ferna Signature:	indo Gomez	Digitally signed by Fernando Gomez Date: 2024.07.31 09:03:04 -06'00'	Date:	7/31/2024

#### **Legislation Text**

File #: 24-1499, 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, Andrew Salloum, (915) 212-1603

#### AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a parcel of land being the East 60 feet of Lots 13 through 17, Block 21, Second Revised Map of Sunset Heights, 914 W. Yandell Drive, City of El Paso, El Paso County, Texas from R-4/H (Residential/Historic) to R-MU/H (Residential Mixed Use/Historic) and approving a Master Zoning Plan with reduction to minimum district area required and 100% parking reduction. 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: 914 W. Yandell

Applicant: Robert Palacios, PZRZ24-00010

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

AGENDA DATE: November 12, 2024
PUBLIC HEARING DATE: December 3, 2024

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

Andrew Salloum, (915) 212-1603

**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 changing the zoning of a parcel of land being the East 60 feet of Lots 13 through 17, Block 21, Second Revised Map of Sunset Heights, 914 W. Yandell Drive, City of El Paso, El Paso County, Texas from R-4/H (Residential/Historic) to R-MU/H (Residential Mixed Use/Historic) and approving a Master Zoning Plan with reduction to minimum district area required and 100% parking reduction. 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: 914 W. Yandell

Applicant: Robert Palacios, PZRZ24-00010

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

The applicant is requesting to rezone from R-4/H (Residential/Historic) to R-MU/H (Residential Mixed Use/Historic) and approval of a Master Zoning Plan (MZP) with reduction to the minimum district area required and 100% parking reduction to allow for apartment development. City Plan Commission recommended 7-1 to approve of the proposed rezoning on September 5, 2024. As of October 21, 2024, the Planning Division has not received any communication in support or opposition to the request. See attached staff report for additional information.

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

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

**************************************	

**DEPARTMENT HEAD:** 

Philip Clive

ORDINANCE NO.	
OIDH MICEING.	

AN ORDINANCE CHANGING THE ZONING OF A PARCEL OF LAND BEING THE EAST 60 FEET OF LOTS 13 THROUGH 17, BLOCK 21, SECOND REVISED MAP OF SUNSET HEIGHTS, 914 W. YANDELL DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4/H (RESIDENTIAL/HISTORIC) TO R-MU/H (RESIDENTIAL MIXED USE/HISTORIC) AND APPROVING A MASTER ZONING PLAN WITH REDUCTION TO MINIMUM DISTRICT AREA REQUIRED AND 100% PARKING REDUCTION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a parcel of land being the east 60 of Lots 13 through 17, Block 21, Second Revised Map of Sunset Heights, 914 W. Yandell Drive, , City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A" be changed from R-4/H (Residential/Historic) to RMU/H (Residential Mixed Use/Historic) and approving a Master Zoning Plan with reduction to minimum district area required and 100% parking reduction, as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as Exhibit "B" and the Master Zoning Report attached as Exhibit "C" incorporated herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly.

The Penalties for violating the standards imposed through this rezoning ordinance are found in Chapter 20.24 of the El Paso City Code.

ADOPTED this day	of, 2024.
	THE CITY OF EL PASO
ATTEST:	Oscar Leeser Mayor
Laura D. Prine, City Clerk	
(Addi	tional signatures following page)
ORDINANCE NO.	PZRZ24-00010

ORDINANCE NO.

HQ24-3499|Trans#589257|P&I
914 W. Yandell Ordinance
RTA

#### **APPROVED AS TO FORM:**

Russel T. Abeln

APPROVED AS TO CONTENT:

Russell T. Abeln

Senior Assistant City Attorney

Philip Ctive
Philip F. Etiwe, Director

Planning & Inspections Department

### **EXHIBIT A**

### Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

#### METES AND BOUNDS DESCRIPTION (914 W Yandell Drive)

**Description** of a parcel of land being the East 60 feet of lots 13 through 17, Block 21, Second Revised Map of Sunset Heights, an addition to the City of El Paso, El Paso County, Texas, according to the Plat or Map thereof recorded in Volume 10, Page 47, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a Found City Monument at the centerline intersection of Fewel Street and West Yandell Drive; THENCE, S 60° 16′ 09″ E, grid bearing along the centerline of Yandell Drive, a distance of 39.89 feet to a point; THENCE, leaving said centerline line, S 29° 43′ 51″ W, a distance of 35.00 feet to a found 5/8″ rebar marking the northeasterly corner of Lot 13, said Block 21, and said point also being the POINT OF BEGINNING of this description;

**THENCE**, S 29° 43' 51" W, along the westerly R.O.W. line of a 15 feet Alley, a distance of 125.00 feet to a point; from whence a found nail bears S 48° 38' 24" E 0.46 feet;

THENCE, N 60° 16' 09" W, a distance of 60.00 feet to a set nail for corner;

THENCE, N 29° 43' 51" E, a distance of 125.00 feet to a set nail for corner;

THENCE, S 60° 16' 09" E, a distance of 60.00 feet to the **POINT OF BEGINNING** of this description and containing in all 0.17 acres more or less.

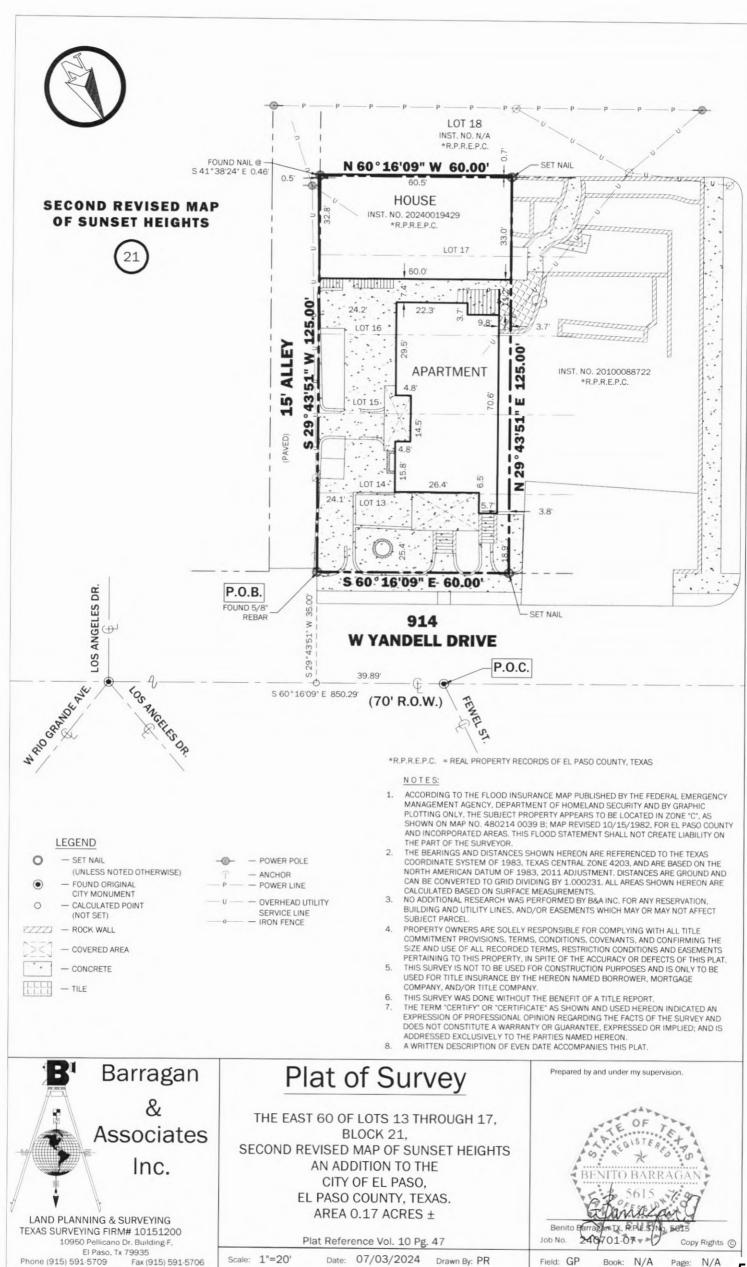
#### NOTES:

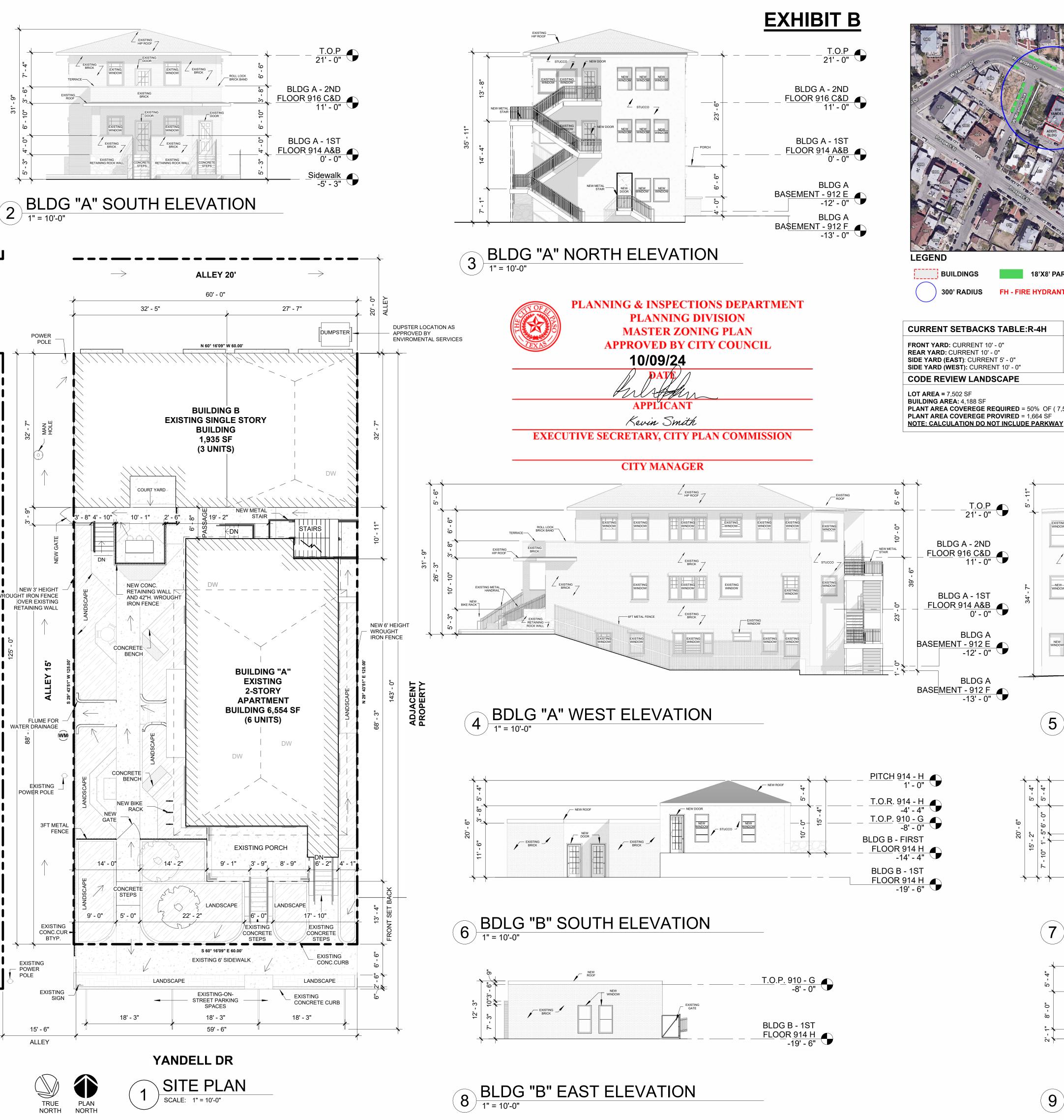
- 1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
- 2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
- 3. This description is not intended to be a subdivision process which may be required by local or state code, and it is the client/owner responsibility to comply with this code if required.
- 4. A Plat of Survey dated 07/03/2024 accompanies this description.

Benito Barragan TX R.P.V. S 5615

Barragan and Associates Inc. Texas Surveying Firm # 10151200 July 03, 2024

914 W Yandell Drive Job No. 240701-07







PROPOSED SETBACKS TABLE:R-MU FRONT YARD: PROPOSED 13' - 4" REAR YARD: PROPOSED 0' -0" SIDE YARD (EAST): PROPOSED 0' -0" SIDE YARD (WEST):PROPOSED 0' -0"

**PLANT AREA COVEREGE REQUIRED** = 50% OF (7,502 SF - 4,188 SF) = 1,657 SF

PARKING REQUIRED: **BUILDING "A"** REQUIRED: 1 BED APT.: MIN. .7 - MAX. 1 (3) 2 BED APT: 6

> **TOTAL REQUIRED:** 15 PARKING SPACES TOTAL PROVIDED: 0 PARKING SPACES \*\*100% PARKING REDUCTION

TOTAL LOT AREA: 7,500 SF **REQUIRED: 3 PARKING SPACES BUILDING "A"**: 1,607 SF **BUILDING "B"**: 1,935 SF 1,607 + 1,935 = **3,542 SF = 47.22%** OF TOTAL LOT PROVIDED: 3 PARKING SPACES

**RE ZONING MASTER ZONING PLAN USE: APARTMENT** TOTAL UNIT APARTMENT BY BUILDING BUILDING "A" **BUILDING "B" 6 UNIT APARTMENT 3 UNIT APARTMENT PROPERTY IDENTIFICATION No** S97999902104900 **ADDRESS:** 914 W YANDELL DR EL PASO, TX 79902 **LEGAL DESCRIPTION:** 21 SUNSET HEIGHTS E 60 FT OF 13 TO 17 (7500 SQ FT) **ARCHITECT PHONE No.** 915-219-3166 PIDN: 309445 CURRENT ZONING: **R-4H PROPERTY** PROPOSED ZONING: R-MU **BUILDING "A" SCOPE TO WORK:** 2ND FLOOR UNIT 916 C: 954.15 SF **BUILDING "A"** 2ND FLOOR UNIT 916 D: 652.47 SF GROUND FLOOR UNIT 912 C: 954.15 SF **BUILDING "B"** GROUND FLOOR UNIT 912 D: 652.47 SF 1ST FLOOR UNIT 910-G1: 434.87SF 1ST FLOOR UNIT 914 A: 954.15 SF 1ST FLOOR UNIT 910-G2: 434.87SF1ST 1ST FLOOR UNIT 914 B: 652.47 SF FLOOR UNIT 914-H: 760.45 SF **BUILDING "B"** REQUIRED: 1 BED APT.: MIN. .7 - MAX. 1 REQUIRED: 2 BED APT.: MIN. .1.5 - MAX. 2 REQUIRED: 2 BED APT.: MIN. .1.5 - MAX. 2 (2) 1 BED APT: 2 (3) 1 BED APT: 3 (2) 2 BED APT: 4 RÉQUIRED: 6 PARKING SPACES **REQUIRED: 9 PARKING SPACES** \*\*THE PERCENTAGE OF GROSS FLOOR AREA DIVIDED BY THE TOTAL LOT **BIKE REQUIRED:** AREA FOR INFILL DEVELOPMENT PROJECTS SHALL BE NO LESS THAN **BIKE REQUIREMENT:** 

**BUILDING CODE DATA** 

COMPLIANCE WITH ALL GOVERNING LAWS, CODES, ORDINANCES, RULES AND REGULATIONS HAVING JURISDICTION OVER THE PROJECT. CONTACT GOVERNING AUTHORITIES DIRECTLY FOR NECESSARY

EXCEPT WHERE MORE STRINGENT REQUIREMENTS ARE INDICATED. PERFORM THE WORK IN

INFORMATION AND DECISIONS HAVING BEARING ON TITHE PERFORMANCE OF THE WORK.

T.O.P

BLDG A - 2ND

BLDG A - 1ST

T.O.P. 910 - G -8' - 0"

FLOOR 914 H -14' - 4"

FLOOR 914 H -19' - 6"

BLDG B - FIRST

BLDG B - 1ST

PITCH 914 - H 1' - 0"

T.O.R. 914 - H -4' - 4"

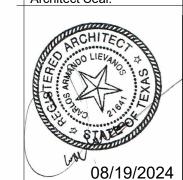
BLDG B - FIRST

- FLOOR 914 H

-14' - 4"

FLOOR 916 C&D

FLOOR 914 A&B 0' - 0" Sidewalk -5' - 3" 4  $\overline{\phantom{a}}$ 



08/19/2024 08/19/2024

914 W YANDELI MASTER ZONING PLAN

AS1.02

EXISTING RETAINING ROCK WALL

BDLG "A" EASTELEVATION

BDLG "B" NORTH ELEVATION



Master Zoning Plan for Apartments Building 914 W. Yandell, El Paso, TX. 79902

CITY MANAGER

#### I. Purpose and Intent:

The project comprises two buildings: Building A, which will undergo restoration and renovation, and Building B, which will be completely reconstructed as a new building by re-using the existing structure.

**Building "A"**: This is an existing 5,879 S.F. two stories Building located at 914 W Yandell Drive in the Historic district of Sunset Heights, will receive Restoration and improvements work. The goal of this project is to restore and renovate the existing apartment building to provide a safe, modern, and comfortable living environment for the residents while also enhancing the exterior appearance and amenities of the complex as follows:

Ground floor: Current floor plan has two apartment units; and scope of work will consist in demolition of some existing interior partitions to re-arrange the floor plan layout for each of the units that will give the opportunity to have more organized floor plans and better circulation and re-use of the spaces.

1st. floor: Current floor plan has one apartment unit; and scope of work will consist in demolition of some existing interior partitions to re-arrange the floor plan layout and accommodate 2 new apartment units.

2nd. floor: Current floor plan has one apartment unit and scope of work will consist in demolition of some existing interior partitions to re-arrange the floor plan layout and accommodate 2-new apartment units.

**Building "B"**: A new, 1,935 square-foot, two-story building will be constructed at the rear of the property, facing the south alley. This building will feature three apartment units and replace an existing structure in poor condition. The plan is to reuse the existing building footprint and incorporate the original structure wherever possible.

#### II. Objective:

The 914 W. Yandell project comprises two buildings: Building A, undergoing thoughtful restoration and renovation, and Building B, being completely reconstructed as a new building by reusing the existing structure. This transformation will yield 9 beautifully revamped multi-family units: 6 in Building A and 3 in Building B. We're proud to contribute to the revitalization of the historic Sunset Heights District, joining the ranks of meticulously restored and renovated buildings that breathe new life into the community, enhancing its unique charm and character.

Characteristics – Building "A":

- The front façade, characteristic of the American Foursquare style, features a brick exterior with rock walls at the base and a hip wood roof. The main entrance, marked by a metal door, leads to a first-floor porch flanked by two wood windows and concrete stairs, providing access to the main floor apartment. Adjacent to the porch, a second set of concrete stairs and a metal door grant access to the second level, which boasts a terrace with a metal door and two wood windows, creating a cohesive and charming exterior space.
- Back Façade: This elevation side has a portion area made of stucco, which includes a wood window with metal gates and a set of metal stairs for building access.

- East Façade: This side showcases two chimneys at the roof, multiple wood windows (some with metal gates), and mainly brick walls with rock walls at the bottom. Electrical meters are visible, and the building addition and metal stairs are also unit.
- West Façade: This elevation features a porch with a wood roof and lattice detail, providing
  access to one of the basement apartments through a set of wood doors and a metal gate. All
  wood windows are present on all levels. The stucco addition is more prominent in this view,
  locating a wood window next to the entry door and a metal gate leading to the second
  basement unit.

#### Characteristics - Building "B":

Building B, situated at the rear of the property adjacent to the side and rear alleys, will
feature a wood-framed structure with stucco facades on all sides. The building will
comprise two levels: a single-story section with a flat roof, where mechanical equipment
will be concealed by parapets, and a two-story section with a pitched roof. The design
incorporates the reuse of existing structural elements, including retaining walls and select
beams from the previous two-car garage, to maintain a connection to the site's history.

#### III. Access:

The apartment complex, located within the historic Sunset Heights residential community, will feature pedestrian access along Yandell Drive, leading to both the outdoor common area and the smaller building situated behind the alley. The complex, situated at 914 W Yandell, will also offer convenient on-street parking options along Yandell Drive to the north and Miramond Avenue to the west.

#### Setbacks:

CURRENT SETBACKS TABLE:R-4H	PROPOSED SETBACKS TABLE:R-MU
FRONT YARD: CURRENT 10' - 0" REAR YARD: CURRENT 10' - 0" SIDE YARD (EAST): CURRENT 5' - 0" SIDE YARD (WEST): CURRENT 10' - 0"	FRONT YARD: PROPOSED 13' - 4" REAR YARD: PROPOSED 0' -0" SIDE YARD (EAST): PROPOSED 0' -0" SIDE YARD (WEST):PROPOSED 0' -0"

#### Landscaping:

```
LOT AREA = 7,502 SF
BUILDING AREA: 4,188 SF
PLANT AREA COVEREGE REQUIRED = 50% OF (7,502 SF - 4,188 SF) = 1,657 SF
PLANT AREA COVEREGE PROVIRED = 1,664 SF
NOTE: CALCULATION DO NOT INCLUDE PARKWAY
```

#### Parking:

15 Parking Spaces Total Required.

PARKING REQUIRED:		
BUILDING "A"  REQUIRED: 1 BED APT.: MIN7 - MAX. 1  REQUIRED: 2 BED APT.: MIN1.5 - MAX. 2  (3) 2 BED APT: 6  (3) 1 BED APT: 3  REQUIRED: 9 PARKING SPACES	BUILDING "B"  REQUIRED: 1 BED APT.: MIN7 - MAX. 1  REQUIRED: 2 BED APT.: MIN1.5 - MAX. 2  (2) 1 BED APT: 2  (2) 2 BED APT: 4  REQUIRED: 6 PARKING SPACES	
TOTAL REQUIRED: 15 PARKING SPACES TOTAL PROVIDED: 0 PARKING SPACES		
**100% PARKING REDUCTION		

#### **MINIMUM DISTRICT AREA:**

1 acre; except that City Council may approve a reduction in the minimum district area for a mixed-use development.

#### PERMITTED USE (AS ESTABLISHED IN CHAPTER 20.08)

Determined by master zoning plan

#### MINIMUM LOT AREA (SQUARE FEET)

N/A

#### MINIMUM AVERAGE LOT WIDTH (IN FEET)

N/A

#### MINIMUM LOT DEPTH (IN FEET)

N/A

• 31 Parking Spaces Total Available. Available spaces are off-street parking within a 300' radius of the venue. 31 of the parking spaces are available withing the first two hours of operation, thereafter all 31 spaces are available, with an average of 27 spaces available.

PARKIN	NG SURVEY JUN	E-20-2024		
TIME	YANDELL	MIRAMOND	FEWEL	TOTAL
	25 AVAILABLE	11 AVAILABLE	10 AVAILABLE	31AVAILABLE
	OCCUPIED	OCCUPIED	OCCUPIED	AVAILABLE
7 AM	3	6	0	22
8 AM	2	4	1	24
9 AM	3	4	0	24
10 AM	2	4	0	25
11 PM	2	6	0	23
12 PM	1	5	0	25
1 PM	1	5	1	24
2 PM	2	4	0	25
3 PM	2	3	1	25
4 PM	1	2	0	28
5 PM	2	2	0	27
6 PM	2	1	1	27
7 PM	1	1	0	29
	1	- '	AVERAGE AVAILABLE	27



BUILDINGS 18'X8' PARKING SPACE
300' RADIUS FH - FIRE HYDRANT

## 914 W. Yandell

City Plan Commission — September 5, 2024

CASE NUMBER: PZRZ24-00010

CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov

**PROPERTY OWNER:** Robert Palacios Carlos Lievanos

**LOCATION:** 914 W. Yandell Dr. (District 8)

**PROPERTY AREA:** 0.17 acres

**REQUEST:** Rezone from R-4/H (Residential/Historic) to R-MU/H (Residential

Mixed Use/Historic) and approval of a Master Zoning Plan (MZP) with reduction to minimum district area required and 100% parking

reduction

**RELATED APPLICATIONS:** None

**PUBLIC INPUT:** None received as of August 29, 2024

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the property from R-4/H (Residential/Historic) to R-MU/H (Residential Mixed Use/Historic) and approval of a Master Zoning Plan (MZP) with reduction to the minimum district area required and 100% parking reduction to allow for apartment development.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the request. The proposed development complies with El Paso City Code Section 20.04.200 – Master Zoning Plan and is in keeping with the policies of the G-2, Traditional Neighborhood, Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

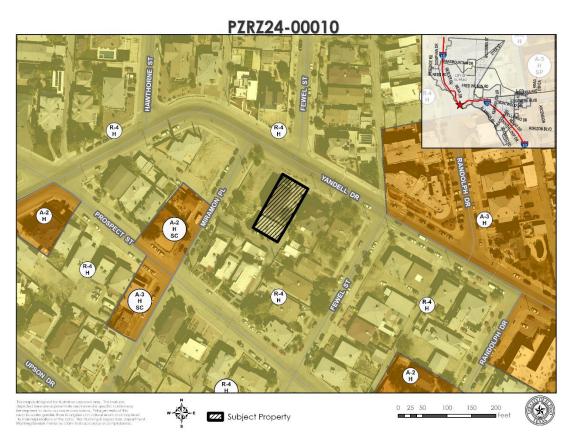


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the property from R-4/H (Residential/Historic) to R-MU/H (Residential Mixed Use/Historic) and approval of a Master Zoning Plan (MZP) with reduction to the minimum district area required and 100% parking reduction to allow for apartment use. The master zoning plan is proposed to renovate a 6,554 square-foot, two-story, building with six-units, maximum height of building 39 feet 6 inches and a 1,935 square-foot, single-story, building consisting of three-unit apartment, maximum height of building twenty feet six inches (20'-6"). The applicant is requesting the following reductions: from the required minimum district area of 3 acres to 0.17 acres in size. The applicant is also requesting a 100% parking reduction. The development requires a minimum of 16 parking spaces and 3 bicycle spaces. The applicant is providing three (3) bicycle spaces. A parking study was submitted as required (see Attachment 3), which shows 31 on-street parking spaces within 300 feet of the subject property. Main access to the subject property is proposed from W. Yandell Drive.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed mixed-use development is compatible with the surrounding neighborhood and is in character with adjacent residential and apartment uses. Properties to the north, south, east, and west are zoned R-4/H (Residential/Historic) consisting of a single-family and multi-family dwellings. The closest school is Mesita ECDC at Vilas Elementary School located 0.25 miles and the closest park is Mundy Park located 0.14 miles away. The closest bus stop is at Los Angeles Drive located 0.16 miles to the southeast.

## COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

#### Criteria

## **Future Land Use Map:** Proposed zone change is compatible with the Future Land Use designation for the property:

G-2, Traditional Neighborhood (Walkable): This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.

#### **Does the Request Comply?**

Yes. The proposed apartment development will integrate single-family dwelling and multi-family dwelling uses in an area mostly comprised of mixed residential uses.

**Compatibility with Surroundings:** The proposed zoning district is compatible with those surrounding the site:

R-MU (General Mixed Use): The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more

Yes. The proposed zoning district is compatible with the adjacent R-4 (Residential), A-2 and A-3 (Apartment) zone districts surrounding the property, which consist of single-family dwelling and multi-family dwellings.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a			
proposed rezoning is in accordance with <i>Plan</i>	El Paso, consider the following factors:		
creative, efficient and aesthetically desirable design and placement of land uses.			
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property has access to W. Yandell Drive, which is designated as a collector per the El Paso Major Thoroughfare Plan (MTP). In addition, it is close to Rio Grande Avenue and Porfirio Diaz Street to the southeast and southwest, which are designated as Minor Arterials.		
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE EVALUATING THE FOLLOWING FACTORS:	PROPERTY AND SURROUNDING PROPERTY, AFTER		
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.  Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the	The subject property is located within Sunset Heights historic district. The exterior structure designs, if any changes, shall be reviewed and approval by Historic Landmark Commission (HLC). HLC hearing is scheduled for September 16, 2024.  No adverse effects are anticipated.		
requested rezoning.  Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield, environmentally sensitive land, or arroyo disturbance.		
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with R-4 (Residential) and A-2 and A-3 (Apartment) zone districts and uses of the surrounding properties. The property located at 519 Los Angeles Drive to the southeast was rezoned from A-2/H (Apartment/Historic) to S-D/H (Special Development/Historic) to allow for apartment use with setback reductions in 2016.		
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. The proposed development is within an older, stable area of the city. The established neighborhood is consisting of single-family dwelling and multi-family dwellings. The property located at 519 Los Angeles Drive to the southeast was rezoned from A-2/H (Apartment/Historic) to S-D/H (Special Development/Historic) to allow for apartment use with setback reductions in 2016.		

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to W. Yandell Drive which is designated as collector in the City's Major Thoroughfare Plan. W. Yandell Drive connects to Rio Grande Avenue to the southeast designated as a minor arterial located 0.15 miles. Additionally, Porfirio Diaz to the southwest is also designated as a minor arterial located 0.20 miles. The classification of these roads is appropriate for the proposed development. There are at least twelve (12) bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is 0.16 miles away along Los Angeles Drive.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments from reviewing departments. The request complies with El Paso City Code Section 20.04.200, Master Zoning Plan.

**PUBLIC COMMENT:** The subject property lies within the boundaries of Sunset Heights Neighborhood Improvement Association, El Paso Central Business Association, and Sunrise Civic Group which were notified of the rezoning application on June 19, 2024. Public notices were mailed to property owners within 300 feet of the subject property on August 22, 2024. As of August 29, 2024, the Planning Division has not received any communication in support or opposition to the request.

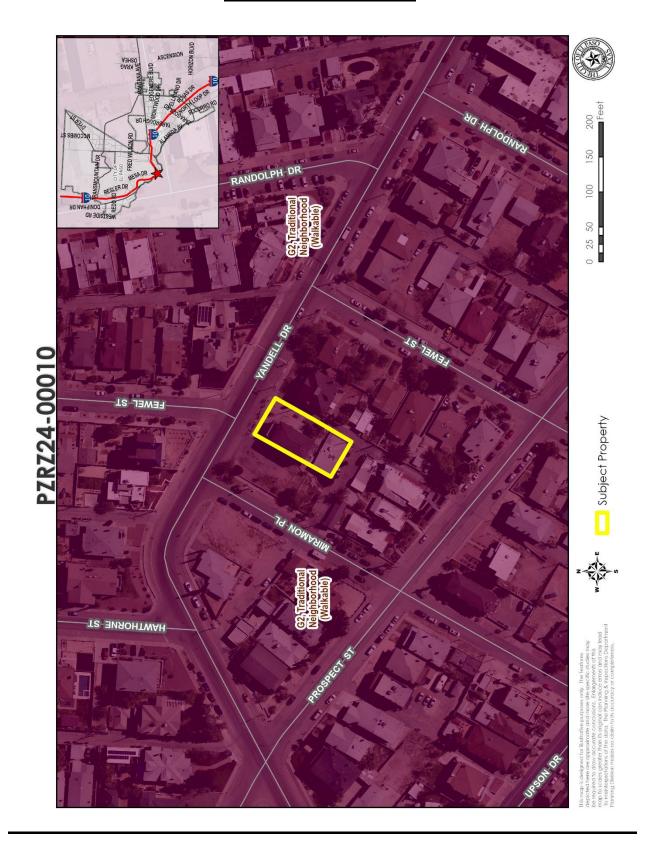
#### **RELATED APPLICATIONS:** None.

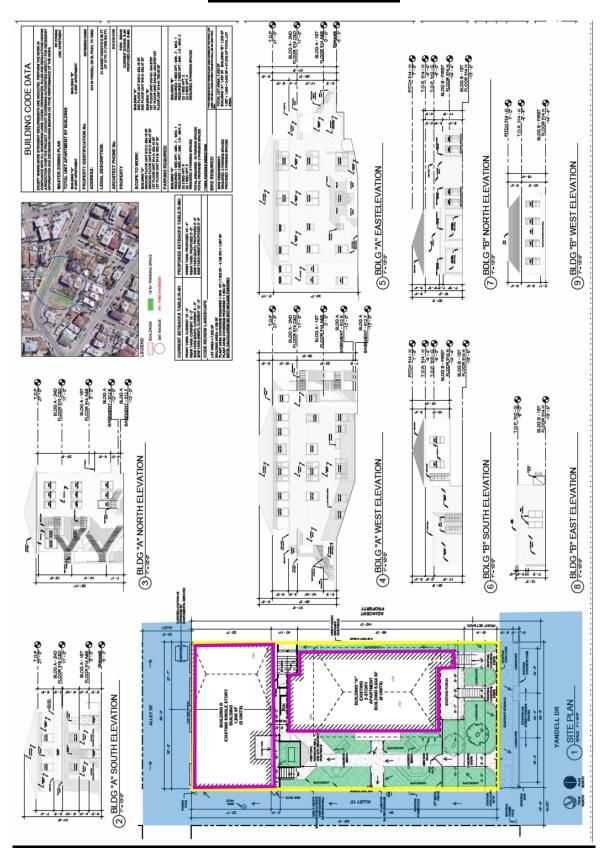
**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

#### **ATTACHMENTS:**

- 1. Future Land Use Map
- 2. Master Zoning Plan
- 3. Master Zoning Plan Report
- 4. Department Comments
- 5. Neighborhood Notification Boundary Map





Master Zoning Plan for Apartments Building 914 W. Yandell, El Paso, TX. 79902

#### I. PurposeandIntent:

The property owner of 914 W. Yandell, El Paso, TX 79902, is thrilled to submit an application for the Infill Development program, supporting the revitalization initiatives in the Sunset Heights Neighborhood District. The objective is to thoughtfully restore and renovate the existing buildings, capitalizing on the program's incentives and parking reduction opportunities as outlined in the Infill Development Review Criteria Checklist. Through this program, the owner seeks to not only enhance the property's value and functionality but also contribute meaningfully to the neighborhood's renewal, aligning with the community's vision for a vibrant and thriving Sunset Heights.

#### II. Building Description and Characteristics:

We are restoring and renovating two buildings in the historic Sunset Heights District: Building A, a 5,879 SF two-story apartment building with a basement, prominently located towards the front of the property, and Building B, a 1,935 SF one-story by level building situated at the rear of the property.

Building A: Will undergo thoughtful restoration and renovation, providing a safe, modern, and comfortable living environment for residents while enhancing its exterior appearance and amenities.

**Building B:** Will be remodeled on the interior, featuring three apartment units, while preserving its existing structure and incorporating new attractive features.

#### III. Objective:

The 914 W. Yandell project aims to transform these two buildings into 9 beautifully revamped multifamily units, comprising 6 units in Building A and 3 units in Building B. Our goal is to contribute to the revitalization of the historic Sunset Heights District, aligning with the neighborhood's unique charm and character.

By restoring and renovating these buildings, we will breathe new life into the community, enhancing its appeal and preserving its historic integrity.

Characteristics - Building "A":

- The front façade, characteristic of the American Foursquare style, features a brick exterior
  with rock walls at the base and a hip wood roof. The main entrance, marked by a metal
  door, leads to a first-floor porch flanked by two wood windows and concrete stairs,
  providing access to the main floor apartment. Adjacent to the porch, a second set of
  concrete stairs and a metal door grant access to the second level, which boasts a terrace
  with a metal door and two wood windows, creating a cohesive and charming exterior
  space.
- Back Façade: This elevation side has a portion area made of stucco, which includes a wood window with metal gates and a set of metal stairs for building access.

- East Façade: This side showcases two chimneys at the roof, multiple wood windows (some with metal gates), and mainly brick walls with rock walls at the bottom. Electrical meters are visible, and the building addition and metal stairs are also unit.
- West Façade: This elevation features a porch with a wood roof and lattice detail, providing access to one of the basement apartments through a set of wood doors and a metal gate. All wood windows are present on all levels. The stucco addition is more prominent in this view, locating a wood window next to the entry door and a metal gate leading to the second basement unit.

#### Characteristics - Building "B":

Building B, situated at the rear of the property adjacent to the side and rear alleys, will
feature a wood-framed structure with stucco facades on all sides. The building will
comprise two levels: a single-story section with a flat roof, where mechanical equipment
will be concealed by parapets, and a two-story section with a pitched roof. The design
incorporates the reuse of existing structural elements, including retaining walls and select
beams from the previous two-car garage, to maintain a connection to the site's history.

#### III. Access:

The apartment complex, located within the historic Sunset Heights residential community, will feature pedestrian access along Yandell Drive, leading to both the outdoor common area and the smaller building situated behind the alley. The complex, situated at 914 W Yandell, will also offer convenient on-street parking options along Yandell Drive to the north and Miramond Avenue to the west.

CURRENT SETBACKS TABLE:R-4H	PROPOSED SETBACKS TABLE:R-MU
FRONT YARD: CURRENT 10' - 0' REAR YARD: CURRENT 10' - 0' SIDE YARD (EAST): CURRENT 5' - 0' SIDE YARD (WEST): CURRENT 10' - 0'	FRONT YARD: PROPOSED 13' - 4"  REAR YARD: PROPOSED 0' -0"  SIDE YARD (EAST): PROPOSED 0' -0"  SIDE YARD (WEST): PROPOSED 0' -0"

#### Landscaping:

```
LOT AREA = 7,502 SF
BUILDING AREA: 4,188 SF
PLANT AREA COVEREGE REQUIRED = 50% OF (7,502 SF - 4,188 SF) = 1,657 SF
PLANT AREA COVEREGE PROVIRED = 1,664 SF
NOTE: CALCULATION DO NOT INCLUDE PARKWAY
```

#### Parking:

• 16 Parking Spaces Total Required.

#### MINIMUM DISTRICT AREA:

1 acre; except that City Council may approve a reduction in the minimum district area for a mixed-use development.

#### PERMITTED USE (AS ESTABLISHED IN CHAPTER 20.08)

Add the following permitted uses:

Single-family dwelling

Duplex

Triplex

Quadruplex

Apartment (5 or more units) - USED

31 Parking Spaces Total Available. Available spaces are off-street parking within a 300' radius
of the venue. 31 of the parking spaces are available withing the first two hours of operation,
thereafter all 31 spaces are available, with an average of 27 spaces available.

TIME	YANDELL	MIRAMOND	FEWEL	TOTAL
	15 AVAILABLE	11 AVAILABLE	5 AVAILABLE	31AVAILABLE
	OCCUPIED	OCCUPIED	OCCUPIED	AVAILABLE
7 AM	3	6	0	22
8 AM	2	4	1	24
9 AM	3	4	0	24
10 AM	2	4	0	25
11 PM	2	6	0	23
12 PM	1	5	0	25
1 PM	1	5	1	24
2 PM	2	4	0	25
3 PM	2	3	1	25
4 PM	1	2	0	28
5 PM	2	2	0	27
6 PM	2	1	1	27
7 PM	1	1	0	29
	•	•	AVERAGE AVAILABLE	27





#### <u>Planning and Inspections Department - Planning Division</u>

Staff recommends **APPROVAL** of the request. The proposed development complies with El Paso City Code Section 20.04.200 – Master Zoning Plan and is in keeping with the policies of the G-2, Traditional Neighborhood, Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

#### Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval.

#### <u>Planning and Inspections Department – Land Development</u>

1. No objections to proposed rezoning. The property is located in the (R-4H) Residential-Historic, coordinate and obtain approval from Historic Preservation Officer.

#### <u>Planning and Inspections Department – Historic Preservation</u>

The property located at 914 W. Yandell is part of the Sunset Heights historic district. The proposed zoning is not an issue but the changes shown on the drawings (including window, door, and roof replacement) have not been submitted or approved. It's recommended that the property owner get the changes to the structure approved sooner rather than later.

#### **Fire Department**

No adverse comments.

#### **Police Department**

No comments received.

#### **Environment Services**

ESD does not have any comments for this application.

#### **Streets and Maintenance Department**

No objections to parking reduction.

#### Sun Metro

No comments received.

#### El Paso Water

EPWater-PSB does not object to this request.

The subject subdivision will be located within an Intermediate Pressure Zone. Private water pressure regulating devices will be required at the discharge side of each water meter. The Developer shall include in the sale of contract documents that the lot/home buyer shall acquire ownership of the above-described water pressure regulating devices to be located at the discharge side of the water meters. Additionally, the lot/home buyer shall be responsible for the operation and maintenance of the above-described privately-owned water pressure regulating devices.

#### Water:

There is an existing 8-inch diameter water main that extends along Yandell Dr. This main is available for service. There is an existing 4-inch diameter water main that extends along the alley east of the subject property. This main is available for service.

Previous water pressure reading from fire hydrant #2613, located at the intersection of Fewel St. and W. Yandell Dr., has yielded a static pressure of 55 (psi), a residual pressure of 48 (psi), and a discharge of 1,074 (gpm). EPWater records indicate an existing 1-inch serving the subject property with service address of 914 W. Yandell Dr.

#### **Sanitary Sewer:**

There is an existing 8-inch diameter sanitary sewer main that extends along Yandell Drive. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along the alley south of the subject property. This main is available for service.

#### General:

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

#### Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

#### **Texas Department of Transportation**

No comments received.

#### **El Paso County Water Improvement District**

No comments received.

#### **El Paso County 911 District**

The District has no comments or concerns regarding this development.

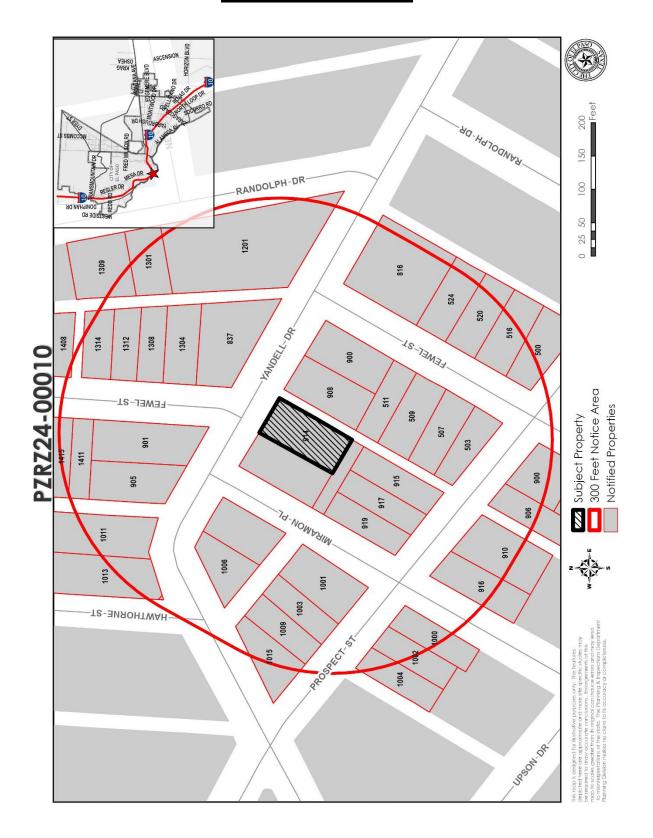
#### **Texas Gas Service**

Texas Gas Service has no comments.

#### **El Paso Electric Company**

Please note the existing lines along the parcel, attached is a copy of our ROW Guidelines for review. The owner can reach out to our engineering department for any questions for the upgrades at (915) 351-4224.





#### 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	

**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	1/0/28/28	
District 1		
District 2		S
District 3		
District 4	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.

Signature:	Mil	Allen	Date:	
oignataro.		477711	Date.	

## El Paso, TX

#### **Legislation Text**

File #: 24-1500, Version: 1

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

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

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

#### District 2

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Andrew Salloum, (915) 212-1603

#### AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST23-00015, to allow for Infill Development with reductions to minimum lot area and minimum average lot width on the property described as Lot 2, Block 5, Mountain View, 5004 Catskill Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 5004 Catskill

Applicant: Jaime Gallo, PZST23-00015

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

AGENDA DATE: November 12, 2024
PUBLIC HEARING DATE: December 3, 2024

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

Andrew Salloum, (915) 212-1603

**DISTRICT(S) AFFECTED**: District 2

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

#### **SUBJECT:**

An Ordinance granting Special Permit No. PZST23-00015, to allow for Infill Development with reductions to minimum lot area and minimum average lot width on the property described as Lot 2, Block 5, Mountain View, 5004 Catskill Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 5004 Catskill

Applicant: Jaime Gallo, PZST23-00015

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

The applicant is requesting a special permit and detailed site development plan approval for infill development with reductions to minimum lot area and minimum average lot width requirements for the proposed use of a duplex in the R-4 (Residential) district. City Plan Commission recommended 8-0 to approve the proposed special permit on July 25, 2024. As of October 21, 2024, the Planning Division has not received communication in support or opposition to the request. See attached staff report for additional information.

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

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

**DEPARTMENT HEAD:** 

Philip Clive

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST23-00015, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTIONS TO MINIMUM LOT AREA AND MINIMUM AVERAGE LOT WIDTH ON THE PROPERTY DESCRIBED AS LOT 2, BLOCK 5, MOUNTAIN VIEW, 5004 CATSKILL AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

**WHEREAS,** Jaime Gallo, has applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City Code for a duplex use with reductions to minimum lot area and minimum average lot width; and,

**WHEREAS,** a report was made to the City Plan Commission and a public hearing was held regarding such application; and,

**WHEREAS**, the City Plan Commission has recommended approval of the subject Special Permit; and,

**WHEREAS,** the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

**WHEREAS**, the City Council of the City of El Paso finds that the application conforms to all requirements of Sections 20.04.320 of the El Paso City Code.

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

1. That the property described as follows is in a R-4 (Residential) Zone District:

Lot 2, Block 5, Mountain View, 5004 Catskill Avenue, City of El Paso, El Paso County, Texas; and,

- 2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a duplex use with reductions to minimum lot area and minimum average lot width; and,
- 3. That this Special Permit is issued subject to the development standards in the R-4 (Residential) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as

ORDINANCE: HQ24-3163|Trans#549966|P&I 5004 Catskill- PZSTZ23-00015 RTA

Page 1 of 3

Exhibit "A" and incorporated herein by reference for all purposes; and,

- 4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST23-00015 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
- 5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

ADOPTED 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:
Lens Limtrick	Ohilio Fina
Jesus A. Quintanilla Assistant City Attorney	Philip Ctive Philip F. Etiwe, Director Planning & Inspections Department

ORDINANCE: HQ24-3163|Trans#549966|P&I 5004 Catskill- PZSTZ23-00015 RTA

Page 2 of 3

#### **AGREEMENT**

Jaime Gallo, referred to in the above Ordinance, hereby agree to develop the abovedescribed property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the R-4 (Residential) District regulations, and subject to all other requirements set forth in this Ordinance.

**EXECUTED** this /O day of SUPTEMBER

Jaime Gallo:

By: DAJMU (name/title)

(signature)

#### ACKNOWLEDGMENT

THE STATE OF TEXAS	)
	)
COUNTY OF EL PASO	)

This instrument is acknowledged before me on this \_ day of

as Owner.

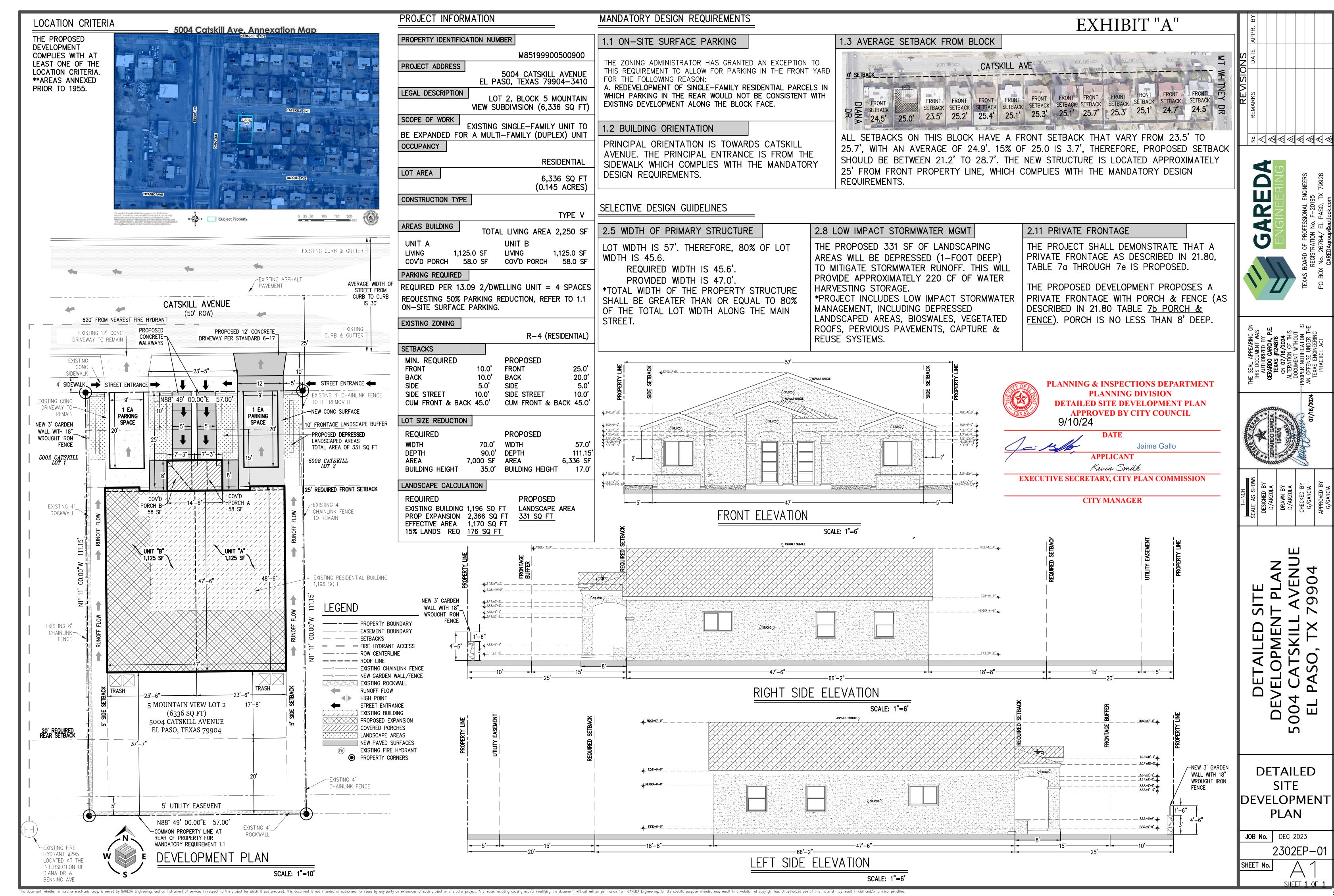
My Commission Expires: 10 e 18 e 2020

Notary Public, Sta te of Texas ORES 10-18-2020

Notary's Printed or Typed Name:

ORDINANCE: HQ24-3163|Trans#549966|P&I 5004 Catskill- PZSTZ23-00015 RTA

Page 3 of 3



### 5004 Catskill

City Plan Commission — July 25, 2024

CASE NUMBER: PZST23-00015

CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov

**PROPERTY OWNER:** Jaime Gallo **REPRESENTATIVE:** Gerardo Garcia

LOCATION: 5004 Catskill Ave. (District 2)

**PROPERTY AREA:** 0.15 acres

**EXISTING ZONING:** R-4 (Residential)

**REQUEST:** Special Permit for Infill Development with Reductions to Minimum Lot

Area and Minimum Average Lot Width Requirements for Duplex Use in the R-4 (Residential) District and Approval of a Detailed Site

Development Plan

**RELATED APPLICATIONS:** None

**PUBLIC INPUT:** None received as of July 18, 2024

**SUMMARY OF REQUEST:** The applicant is requesting a special permit for an infill development with reductions to minimum lot area and minimum average lot width requirements for the use of a duplex in a R-4 (Residential) zone district and approval of a detailed site development plan.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the special permit for infill development with reductions to minimum lot area and minimum average lot width requirements for the use of a duplex in the R-4 (Residential) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.



Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting a special permit and detailed site development plan approval for infill development with reductions to minimum lot area and minimum average lot width requirements for the proposed use of a duplex in the R-4 (Residential) district. The applicant is proposing to convert the existing single-family dwelling into a duplex. The detailed site development plan shows a 2,250 square-foot, one-story duplex with a maximum height of 17 feet. The table below provides a detailed summary of the requested lot requirement modifications. The detailed site development plan complies with all other applicable standards. Vehicular access to the subject property is from Catskill Avenue.

The following table summarizes the requested reductions:

R-4 (Residential) Zone District - Use		
Density/Dimensional Standard	Required	Proposed
Lot Area (min.)	7,000 square feet	6,336 square feet
Lot Width (average min.)	70 feet	57 feet
Lot Depth (min.)	90 feet	111.2 feet
Front Yard Setback (min.)	10 feet	25 feet
Rear Yard Setback (min.)	10 feet	20 feet
Cumulative Front & Rear Yard Setback (min.)	45 feet	45 feet
Side Yard Setback (min.)	5 feet	5 feet
Height (max.)	35 feet	17 feet

Note: bold indicated requested reductions

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY		
CODE SECTION 20.10.280)		
Criteria	Does the Request Comply?	
<b>Location Criteria:</b> An infill development may be located	Yes. The subject property is part of the Mountain View	
on any parcel of land which meets at least one of the	Subdivision, which was platted in 1953. This satisfies	
location criteria.	Mandatory Requirement 20.10.280.B.3 of the El Paso	
	City Code - "Any parcel of land annexed prior to 1955."	
Mandatory Design Requirement 1.1: Where on-site	Yes. The applicant has been granted an exception to	
surface parking is proposed, it shall be located at the	Section 20.10.280 (C)(1.i.1.e) as redevelopment of	
rear of the property and when possible accessed via	single family residential parcels in which parking in the	
alleyway; or at the side of the property and screened in	rear would not be consistent with existing	
accordance with Section 21.50.070.F.5.	development along the block face.	
Mandatory Design Requirement 1.2: Buildings shall be	Yes. The proposed development is oriented towards	
placed on the parcels such that the principal	Catskill Avenue (main street), with pedestrian access	
orientation is toward the main street and the principal	from the same street.	
entrance is from the sidewalk.	V 71 1: 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Mandatory Design Requirement 1.3: For proposals abutting existing residential development the front	Yes. The subject property is located in an R-4 (Residential) district, abutting other existing residential	
setback shall not deviate from the average front	developments with an average setback of 24.9 feet for	
setback of lots within the same block as the proposed	all lots within the same block. The proposed 25-foot	
development by more than 15%.	front setback is within the deviation of 15% of the	
development by more than 15%.	average setback requirement.	
Selective Design Requirement 2.5: The total width of	Yes. The total width of the proposed building is 57 feet,	
the primary structure shall be greater than or equal to	which is greater than 80% of the lot width of 45.6 feet.	
80% of the total lot width along the main street. For the	, and the second	
purposes of this calculation, any necessary vehicular		
access driveway shall be subtracted from the total lot		
width.		
Selective Design Requirement 2.8: The project includes	Yes. The proposed development will have recessed	
low impact storm water management including, but	landscaping to retain stormwater runoff.	
not limited to, depressed landscaped areas, bioswales,		

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY		
CODE SECTION 20.10.280)		
vegetated roofs, pervious pavements, capture and		
reuse systems.		
<b>Selective Design Requirement 2.11:</b> For projects in residential districts the applicant shall demonstrate that a private frontage as described in 21.80, Table 7a through 7e is proposed.	Yes. The proposed development proposes a porch and fence private frontage. Table7b. Porch & Fence: a planted Frontage wherein the Facade is set back from the Frontage Line with an attached porch permitted to Encroach. A fence at the Frontage Line maintains street spatial definition. Porches shall be no less than 8 feet deep.	

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)		
Criteria	Does the Request Comply?	
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and	Yes. Aside from the required minimum lot area and minimum average lot width reductions requested, the detailed site development plan demonstrates	
conditions applicable in the zoning district in which it is proposed to be located.	compliance with all applicable standards per the El Paso City Code.	
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request is in accordance with the recommendations of <i>Plan El Paso</i> and the G-3, Post-war Future Land Use Designation.	
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Catskill Avenue, a local street as classified on the City of El Paso's Major Thoroughfare Plan (MTP). Vehicular and pedestrian access is provided from Catskill Avenue, which is adequate to support the proposed development.	
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. There are no anticipated adverse or negative impacts on adjacent properties from the proposed duplex development.	
5. The design of the proposed development mitigates substantial environmental problems.	N/A. There are no known environmental problems in the area that require mitigation.	
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The proposed development complies with landscaping requirements of the El Paso City Code.	
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed development is compatible with other existing uses and building configurations in the immediate area.	
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development is similar in use and intensity to adjacent properties. No impact on adjacent properties is anticipated.	

COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i> , consider the following factors:		
Criteria	Does the Request Comply?	
Future Land Use Map: Proposed zone change is	Yes. The subject property and proposed duplex meet	
compatible with the Future Land Use designation for	the intent of the G-3 Future Land Use Map designation	
the property:	as the use supplements the housing stock of the area,	
G-3, Post-War: This sector applies to transitional	which is appropriate for the land use designation.	
neighborhoods typically developed from the 1950s		

#### COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors: through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses. Compatibility with Surroundings: The proposed zoning Yes. The proposed use of a duplex is permitted by right district is compatible with those surrounding the site: in the R-4 (Residential) district and is compatible with R-4 (Residential) District: The purpose of the surrounding properties. district is to promote and preserve residential development within the City to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the district will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood. THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS: **Historic District or Special Designations & Study Area** The proposed development is not within any historic Plans: Any historic district or other special designations districts or study area plan boundaries. that may be applicable. Any adopted small areas plans, including land-use maps in those plans. Potential Adverse Effects: Potential adverse effects There are no anticipated adverse impacts. that might be caused by approval or denial of the request. Natural Environment: Anticipated effects on the The subject property does not involve green field or natural environment. environmentally sensitive land or arroyo disturbance. **Stability:** Whether the area is stable or in transition. The area is stable as there have not been any rezoning cases in the area within the last 10 years. Socioeconomic & Physical Conditions: Any changed The proposed development will keep the existing social, economic, or physical conditions that make the zoning district. The subject property resides in an older, existing zoning no longer suitable for the property. stable area of the city and introduce the use of duplexes in an area comprised of single-family properties.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property fronts on Catskill Avenue, a local street as designated in the City of El Paso's Major Thoroughfare Plan (MTP). Vehicular access to the subject property is proposed from Catskill Avenue, while pedestrian access is also provided from the sidewalk along Catskill Avenue. There are existing sidewalks along Catskill Avenue. The existing infrastructure and services are adequate to serve the proposed development. There are four (4) different bus stops located within a five-minute walking distance (0.25 mile) from the subject property. The closest bus stop is located approximately 0.09 miles away on the southwest corner of Diana Drive and Titanic Avenue.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property lies within Mountain View Neighborhood Association which was notified of the special permit application. Property owners within 300 feet of the subject property were notified of the special permit request on July 10, 2024. As of July 18, 2024, the Planning Division has not received communication in support or opposition to the request.

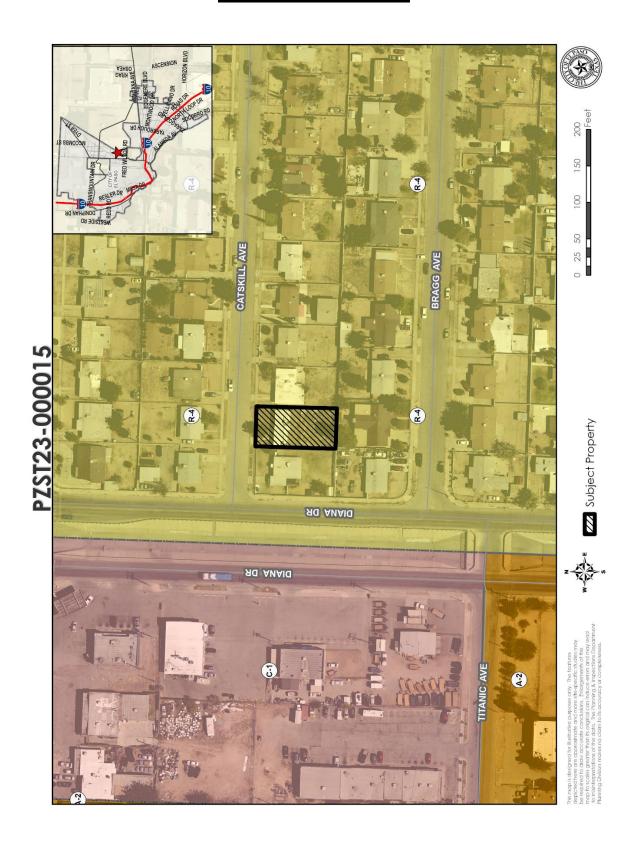
#### **RELATED APPLICATIONS:** None.

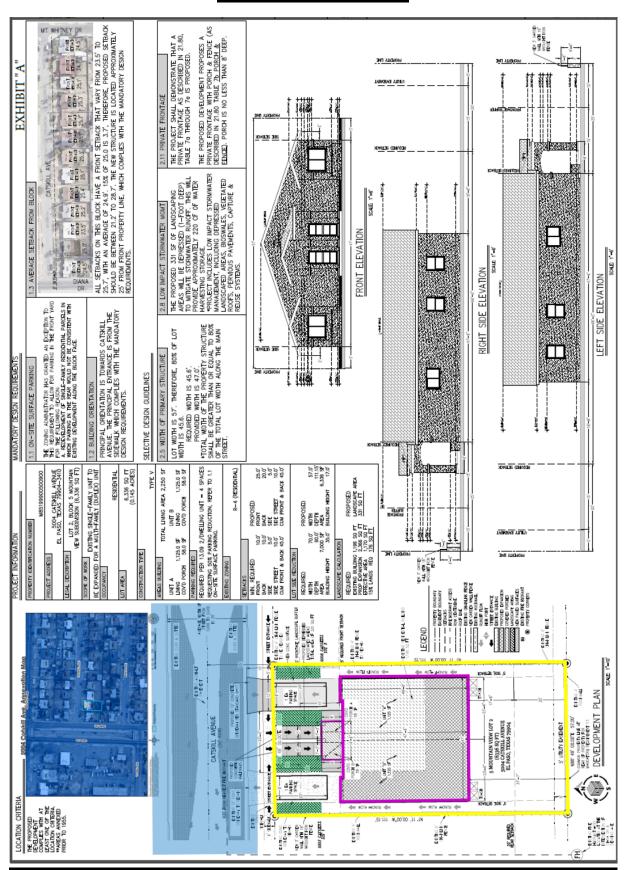
**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

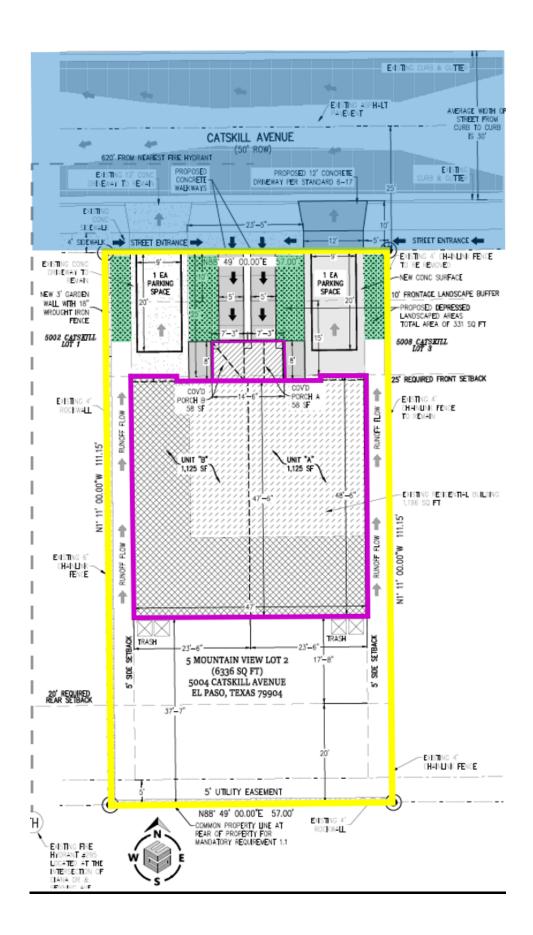
- 1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

#### **ATTACHMENTS:**

- 1. Zoning Map
- 2. Detailed Site Development Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map







#### <u>Planning and Inspections Department - Planning Division</u>

Staff recommends **APPROVAL** of the special permit for infill development with reductions to minimum lot area and minimum average lot width requirements for the use of a duplex in the R-4 (Residential) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

#### Planning and Inspections Department - Plan Review & Landscaping Division

Recommend approval.

#### <u>Planning and Inspections Department – Land Development</u>

Recommend approval. No objection to the proposed special permit and site development plan.

#### **Fire Department**

We are OK with this case; however, it needs to comply and follow Fire Department requirements.

#### **Police Department**

No comments received.

#### **Environment Services**

No comments received.

#### **Streets and Maintenance Department**

No objections.

#### **Sun Metro**

No comments received.

#### El Paso Water

EPWater-PSB does not object to this request.

#### **EPWU-PSB Comments**

There is an existing 6-inch diameter water main that extends along the northside of Catskill Ave. This main is available for service.

There is an existing 4-inch diameter water main that extends along Brown St., located approximately 19-feet west of the east right-of-way line. This main is available for service.

Previous water pressure from fire hydrant #0479, located at the southeast corner of Catskill Ave and Mt. Whitney Dr., has yielded a static pressure of 108 (psi), a residual pressure of 100 (psi), and a discharge of 1,453 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate an active 3/4-inch water meter serving the subject property. The service address for this meter is 5004 Catskill Ave.

#### **Sanitary Sewer**

There is an existing 8-inch diameter sanitary sewer main that extends along the southside of Catskill Ave. This main is available for service.

#### General

EPWater requires a new service application to provide additional services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water

for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

#### Stormwater:

No comments received.

#### El Paso County 911 District

No comments received.

#### **Texas Department of Transportation**

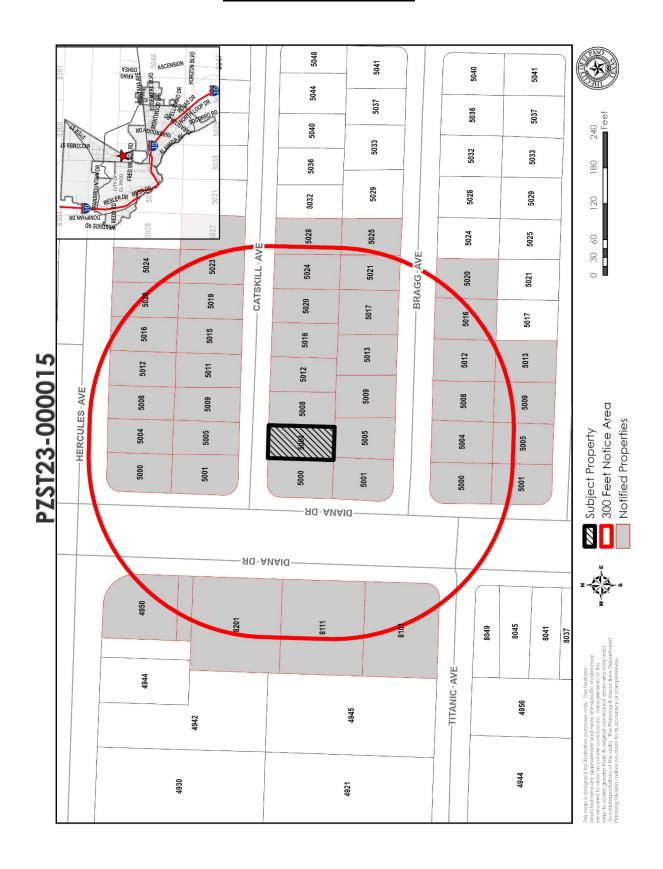
No comments received.

#### El Paso County Water Improvement District No. 1

No comments received.

#### **Texas Gas Service**

Texas Gas Service does not have any comments.



#### 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.** 

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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.
"O t. 'l t "	
"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 i
	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
benefiting	
	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	1/0/28/28	
District 1		
District 2		S
District 3		88
District 4	1300000	5/,
District 5		
District 6	ARYA	
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:	
------------------	--

#### **Legislation Text**

File #: 24-1504, 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**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Andrew Salloum, (915) 212-1603

#### AGENDA LANGUAGE:

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

An Ordinance changing the zoning of being Tracts 9, 10, and a portion of Tracts 8, 13, and 14, O.A. Danielson Survey No. 310, 1401 N. Zaragoza Road, City of El Paso, El Paso County, Texas from R-3 (Residential) 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: 1401 N. Zaragoza

Applicant: Jorge M. Sanchez, PZRZ23-00037

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

AGENDA DATE: November 12, 2024 PUBLIC HEARING DATE: December 3, 2024

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

Andrew Salloum, (915) 212-1603

**DISTRICT(S) AFFECTED**: District 6

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

#### SUBJECT:

An Ordinance changing the zoning being Tracts 9, 10, and a portion of Tracts 8, 13, and 14, O.A. Danielson Survey No. 310, 1401 N. Zaragoza Road, City of El Paso, El Paso County, Texas from R-3 (Residential) 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: 1401 N. Zaragoza

Applicant: Jorge M. Sanchez, PZRZ23-00037

#### BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-3 (Residential) to A-O (Apartment/Office) for a proposed self-storage warehouse. City Plan Commission recommended 8-0 to approve with two conditions of the proposed rezoning on September 5, 2024. As of October 21, 2024, the Planning Division received six (6) phone calls and six (6) emails in opposition (of a previous design), and two (2) phone call in support to the rezoning request. See attached staff report for additional information.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

**************************************

**DEPARTMENT HEAD:** 

Philip Clive

<b>ORDINANCE NO.</b>	

AN ORDINANCE CHANGING THE ZONING BEING TRACTS 9, 10, AND A PORTION OF TRACTS 8, 13, AND 14, O.A. DANIELSON SURVEY NO. 310, 1401 N. ZARAGOZA ROAD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning **being Tracts 9**, **10**, **and a portion of Tract 8**, **13**, **and 14**, **O.A. Danielson Survey No. 310**, **1401 N. Zaragoza Road**, *located in the City of El Paso*, *El Paso County, Texas*, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by referenced, be changed from **R-4** (**Residential**) to **A-0** (**Apartment/Office**), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the health, safety, and welfare generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

- 1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.
- 2. That Holstein Road be vacated at the platting stage.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

(Signatures on the following page)

**Zoning Case No: PZRZ23-00037** 

ORDINANCE NO.

HQ24-3511|Trans#593449|P&I
1401 N. Zaragoza Ordinance

	ADOPTED this	day of _	<u>,2024</u> .
			THE CITY OF EL PASO
ATTEST:			Oscar Leeser Mayor
Laura D. Prine City Clerk			
APPROVED A	S TO FORM:		APPROVED AS TO CONTENT:
Russell Ab			Philip Ctive Philip F. Etiwe, Director
Russell T. Abeln			<del>-</del>
Senior Assistant City Attorney			Planning & Inspections Department

**Zoning Case No: PZRZ23-00037** 

## **EXHIBIT A**

February 5, 2024 (R3 to A-O)

#### METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being Tracts 9, 10, and a portion of Tracts 8, 13, and 14 O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a found brass disk City Monument at the centerline intersection of Physicians Drive and Stone canyon Way from which a found brass disk City Monument a the centerline intersection of Physicians Drive and Stone Point Road bears North 57°39'12" West a distance of 772.03 feet; Thence along the centerline of Physicians Drive, South 57°39'12" East a distance of 298.97 feet to a point; Thence leaving said centerline, North 32°20'48" East a distance of 244.77 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tracts 13 and 28, O.A. Danielson Survey No. 310 for The "TRUE POINT OF BEGINNING"

Thence along the southerly line of Tracts 13, 14 and 15, O.A. Danielson Survey No. 10, South 57°39'12" West a distance of 277.03 feet to a point on said southerly line;

Thence leaving said line, North 32°20'48" East a distance of 500.0 feet to a point on the northerly line of Tract 8, O.A Danielson Survey No. 310;

Thence along the northerly line of Tract 8,9 and 10, O.A. Danielson Survey No. 310, South 57°39'12" East a distance of 491.00 feet to a set nail on the common line of Tracts 10 and 11, O.A. Danielson Survey No. 310;

Thence along said line, South 32°20'48" West a distance of 220.00 feet to a set ½" rebar with cap marked TX 5152 on the northerly line of a 60 foot County Road;

Thence along said line, South 57°39'12" East a distance of 300.00 feet to a set ½" rebar with cap marked TX 5152 on the easterly right of way line of Zaragoza Road;

Thence along said right of way line, South 32°20'48" West a distance of 60.00 feet to a set ½" rebar with cap marked TX 5152 on the southerly line of a 60 foot County Road;

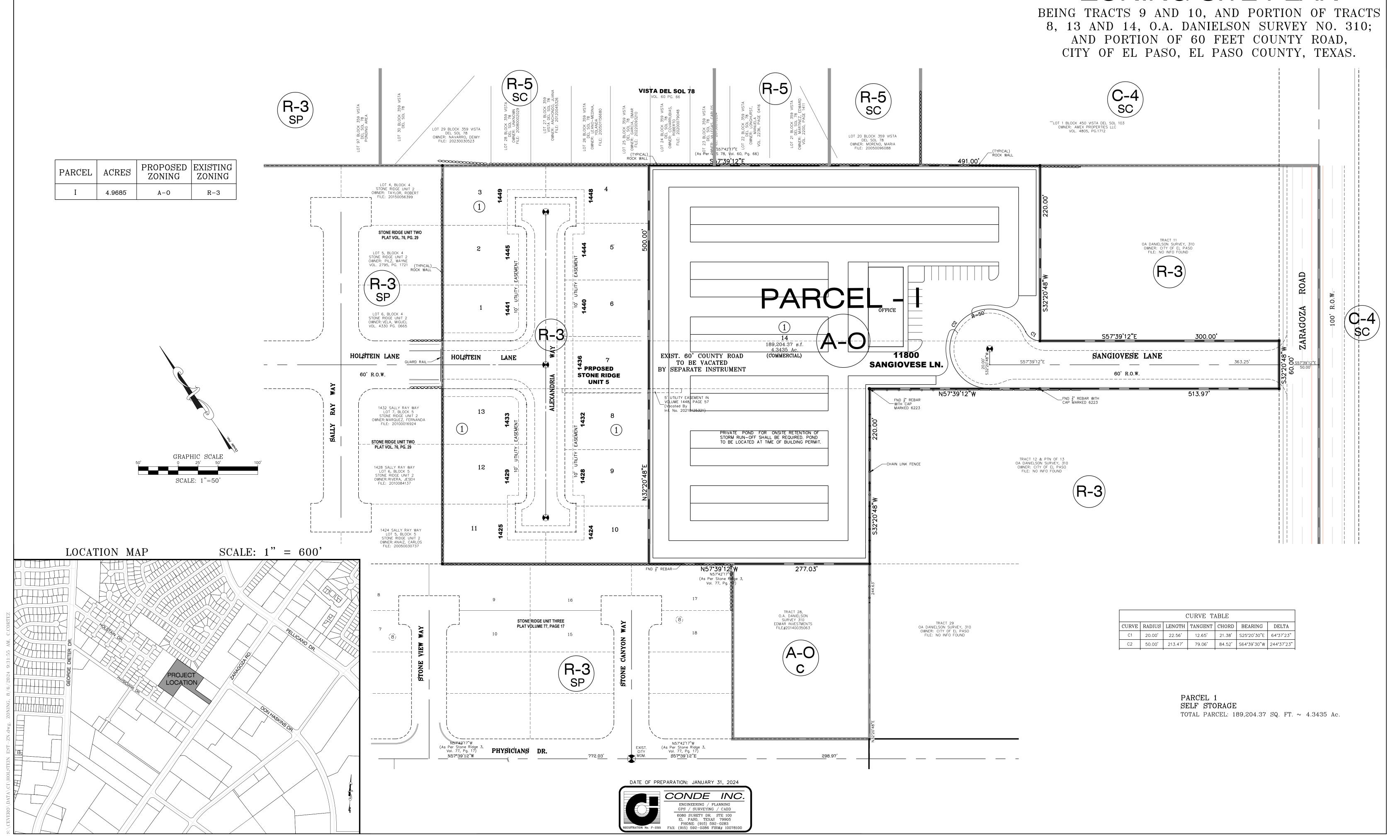
Thence along said line, North 57°39'12" West a distance of 513.97 feet to a point on the easterly line of a portion of Tract 13 as described in clerks file no. 20210037687, Real Property Records of El Paso County, Texas, from which a found ½" rebar with cap marked TX 6223 bears, North 86°24'33" West a distance of 0.36 feet;

Thence along said line, South 32°20'48' West a distance of 220.00 feet to the **TRUE POINT OF BEGINNING**" and containing 216,426.60 Square Feet or 4.97 Acres of land more or less.

Note: A drawing of even date accompanies this description.

Ron R. Conde R.P.L.S. No. 5152

# HOLSTEIN ESTATES ZONING SITE PLAN



# 1401 North Zaragoza

City Plan Commission — September 5, 2024 (Revised)

CASE NUMBER: PZRZ23-00037

CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov

**PROPERTY OWNER:** Jorge M. Sanchez

**REPRESENTATIVE:** Conde, Inc.

**LOCATION:** 1401 N. Zaragoza Rd. (District 6)

**PROPERTY AREA:** 4.97 acres

**REQUEST:** Rezone from R-3 (Residential) to A-O (Apartment/Office)

**RELATED APPLICATIONS:** SUSU23-00082 – Holstein Estates

**PUBLIC INPUT:** Six (6) phone calls and six (6) emails in opposition, and two (2) phone

call in support received as of August 29, 2024

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-3 (Residential) to A-O (Apartment/Office) for a proposed self-storage warehouse.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITIONS** of the request as the proposed development is in keeping with the policies of the G-4, Suburban (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan. Staff recommends imposing the following conditions:

- 1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.
- 2. That Holstein Road be vacated at the platting stage.

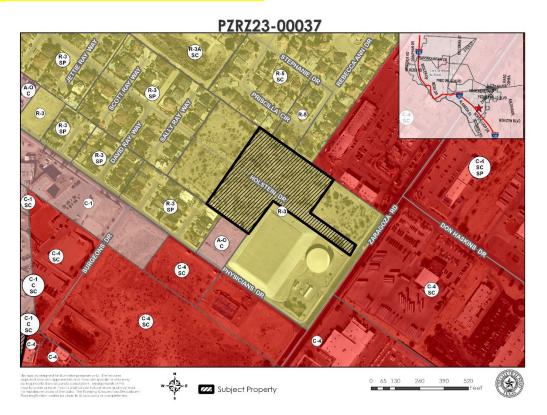


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the 4.97-acre property from R-3 (Residential) to A-O (Apartment/Office) to allow for a self-storage warehouse. The conceptual plan shows an office building with multiple self-storage units and the removal of a portion of the undeveloped extension of Holstein Road that runs within the subject property. The applicant is proposing access from Zaragoza Road.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed use of self-storage warehouse, and the proposed rezoning of the subject property to A-O (Apartment/Office) is in character with the surrounding residential, commercial and apartment/office districts. Conditions are being recommended to safeguard and mitigate the impacts to existing residential properties adjacent to the subject property. The property to the west of the subject property is zoned R-3/sp (Residential/special permit) and consists of single-family dwellings, while the properties to the south are zoned R-3/sp (Residential/special permit), R-3 (Residential) and A-O/c (Apartment/Office/conditions) and includes single-family dwellings, a minor utility facility, and a vacant lot. The properties to the east are zoned R-3 (Residential) and C-4/sp (Commercial/special permit) and includes heavy truck (sales, storage, and repair) use and a vacant lot, and the properties to the north are zoned R-5 (Residential), R-3 (Residential), and C-4/sc (Commercial/special contract) and include a vacant lot, single-family dwellings, shopping center, and restaurant uses. There are existing sidewalks along North Zaragoza Road. The distance to the nearest school, Americas High School, is 1.25 miles and the distance to the nearest park, Walter Clarke Park, is approximately 1.68 miles.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a					
proposed rezoning is in accordance with <i>Plan El Paso</i> , consider the following factors:					
Criteria	Does the Request Comply?				
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:  G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The proposed rezoning and development of a self-storage warehouse, aligns with G-4, Suburban (Walkable) future land use designation and the intent of the of <i>Plan El Paso</i> of providing a beneficial use for residents.				
district is compatible with those surrounding the site:  A-O (Apartment/Office) District: The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. the rezoning is compatible with the zone districts adjacent to the subject property, which include R-3 (Residential), R-5 (Residential), A-O (Apartment/Office), C-4 (Commercial). The proposed rezoning of the subject property will allow for more diverse residential opportunities and commercial uses to serve the surrounding community.				

PZRZ23-00037 2 September 5, 2024

# COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.

Yes. Access to the subject property is provided from North Zaragoza Road, which is classified as a major arterial under the City's Major Thoroughfare Plan (MTP). The classification of this road is appropriate for the proposed development.

# THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:

**Historic District or Special Designations & Study Area Plans:** Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.

This property does not fall within any historic districts, special designations, or study plan areas.

**Potential Adverse Effects:** Potential adverse effects that might be caused by approval or denial of the requested rezoning.

No adverse effects are anticipated by the rezoning of the subject property.

**Natural Environment:** Anticipated effects on the natural environment.

The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.

**Stability:** Whether the area is stable or in transition.

The area is in transition with the adjacent property to the south rezoned from R-3 (Residential) to A-O/c (Apartment/Office/conditions) in 2015 and other properties further south being rezoned from C-1/c/sc (Commercial/conditions/special contract) to C-4/c/sc (Commercial/conditions/special contract) in 2021.

**Socioeconomic & Physical Conditions**: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.

Several properties to the south, north and east of the subject property are zoned commercial. Rezoning the subject property from R-3 (Residential) to A-O (Apartment/Office) will allow for additional residential and commercial uses along North Zaragoza Road.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from North Zaragoza Road, a major arterial as classified under the City's Major Thoroughfare Plan. The classification of this road is appropriate to support the proposed use. Sidewalks are present for the subject property along North Zaragoza Road. There are no bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is located 0.36 miles from the subject property to the east on Zaragoza Road between Pelicano Drive and Robert Hoe Drive.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** Staff recommends imposing conditions requiring a landscape buffer along property lines abutting residential districts or uses and restricting access from Holstein Road for emergency vehicles only.

**PUBLIC COMMENT:** The subject property does not lie within the boundaries of any neighborhood association. Property owners within 300 feet of the subject property were notified of the rezoning request on November 17, 2023. On January 12, 2024, the applicant met with the representative of the neighborhood to address their opposition. Additionally, Property owners within 300 feet of the subject property were re-notified of the request on August 22, 2024. As of August 29, 2024, the Planning Division received six (6) phone calls and six (6) emails in opposition, and one (1) phone call in support to the rezoning request. The callers and received emails cited increased

PZRZ23-00037 3 September 5, 2024

commercial traffic, potential use of apartments, privacy concerns, and safety concerns of flattening the property from a hill and its effects of on adjacent residential properties for their opposition to the proposed rezoning. Comments are based on the previous design. Current updated design addresses a lot of the comment received. Staff received a phone call in support of the request after the latest notification.

**RELATED APPLICATIONS:** This application is related to a Subdivision application for Holstein Estates (SUSU23-00082), which proposed removal of portion of the undeveloped Holstein Road. The proposed Major Preliminary application was approved by the City Plan Commission on November 2, 2023. The recordation of the final plat is pending subject to the rezoning be approved by City Council.

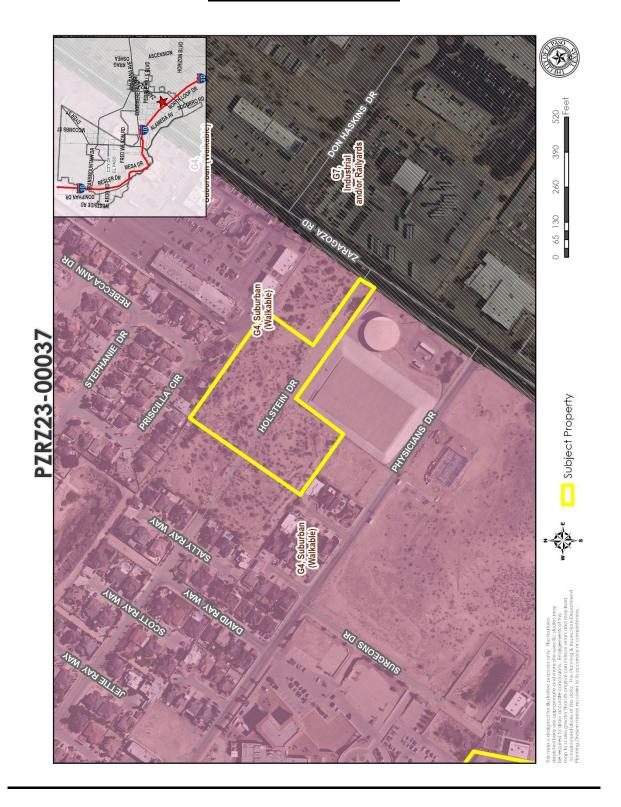
#### **CITY PLAN COMMISSION OPTIONS:**

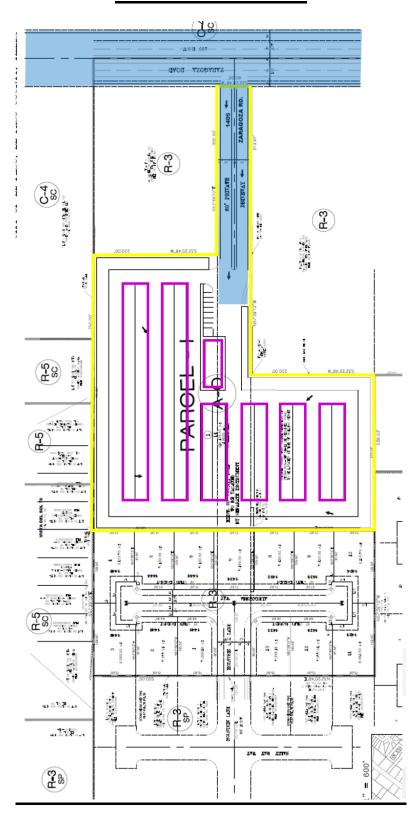
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

#### ATTACHMENTS:

- 1. Future Land Use Map
- 2. Generalized Plot Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map
- 5. Letters via Email in Opposition





#### <u>Planning and Inspections Department - Planning Division</u>

Staff recommends approval of rezoning with the following conditions:

- 1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.
- 2. That ingress and egress to and from Holstein Road is restricted to emergency access vehicles only.

El Paso Water comments regarding PSB easement shall be addressed at platting stage prior to approval of the major final plat.

#### Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

#### <u>Planning and Inspections Department – Land Development</u>

No objections.

#### **Fire Department**

Recommend approval, no adverse comments.

#### **Police Department**

No comments received.

#### **Environment Services**

No comments received.

#### **Streets and Maintenance Department**

No objections. No TIA is required if this is a self-storage facility.

#### Sun Metro

No comments received.

#### **El Paso Water**

EPWater objects to this request.

EPWater requests a full width PSB easement to accommodate the existing water main along the area to be vacated. The zoning site plan indicates structures over the existing water main.

#### Water:

There is an existing 12-inch diameter water main along Holstein Road located approximately 20-feet south of the north right-of-way line. This main is available for service.

There is an existing 16-inch diameter water main along Zaragoza Road located approximately 15 feet west of the east right of way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

PZRZ23-00037 7 September 5, 2024

There is an existing 36-inch diameter water main along a 25-foot PSB easement west of and parallel to Zaragoza Road. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

Previous water pressure readings from fire hydrant #05312 located at 1404 North Zaragoza Road, have yielded a static pressure of 92 pounds per square inch, a residual pressure of 86 pounds per square inch, and a discharge flow of 1,321 gallons per minute. The lot owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate a 6-inch water meter serving the subject property. The service address for this meter is 1404 North Zaragoza Drive.

#### **Sanitary Sewer:**

There is an existing 8-inch diameter sanitary sewer main that runs along Holstein Road. It is located approximately 21-feet northwest of the south property line. It dead-ends approximately 128 feet east of Sally Ray Way. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along a 20-foot PSB easement north of and parallel the property's north boundary line. This main is available for service.

#### General:

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure.

All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

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

Note: Comments will be addressed at platting stage prior to approval of the major final plat.

#### **Texas Department of Transportation**

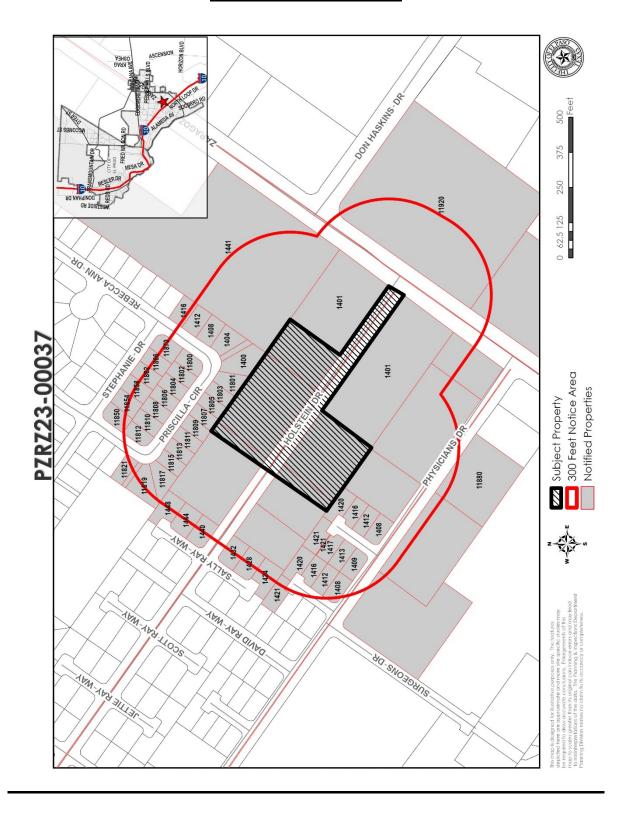
- 1. Show spacing between existing and proposed driveways to see if spacing requirements are met.
- 2. Submit a site layout for review to TxDOT.
- 3. Any work on TxDOT ROW will require a permit.

Note: Comments will be addressed at permitting stage.

#### El Paso County Water Improvement District #1

No comments received.

PZRZ23-00037 8 September 5, 2024



 From:
 Tammie Carden-Krohn

 To:
 Rodriguez, Nina A.

 Subject:
 Re: Rezoning Holstein Street

Date: Tuesday, November 21, 2023 6:39:22 PM

You don't often get email from yingsimac@gmail.com. Learn why this is important

**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**.

#### Nina Rodriguez,

I am writing you in regards, to land Parcels 6-7 located between Holstein dead end Zaragoza street, which is submitted to be rezoned from a R3 Residential to an Apartment/Office zone with the final intent to build a large storage unit complex.

As a resident, who lives in this neighborhood I greatly protest this change. We already have many safety concerns in regards traffic in the neighborhood. With no lights or speed bumps on Holstein, many citizens already use Holstein as a pass through from George Dieter to Zaragoza, and visa versa every day. It is very common for people who do not live in the neighborhood nor care about it, to speed through Holstein, well above the speed limit. They often fly straight through our school bus drop off locations.

In turn, bring more traffic and individuals who do not live in the neighborhood, for businesses purposes, further opens it up to the possibility of more residential crime and greater safety issues. Just recently, one of our four mail box locked locations was vandalized and had to be replaced.

As a neighbor, the building of a storage facility in our area, also has the ability to drop the vale of all of the homes. Many people in our neighborhood are the original owners of their homes, having lived here 20+ years. Our homes and community are our greatest financial and quality of life investments. We love El Paso and want the best environment for our friends and families.

In conclusion, I request that the land Parcels 6-7 located between Holstein dead end Zaragoza street, remain zoned for additional homes, so that our neighborhood will not be penalized with the building of the proposed storage unit or any other non-residential building structure.

Thank you for your time and understanding.

Tammie Carden-Krohn 1445 Scott Ray Way El Paso, TX 79936 
 From:
 D Carden

 To:
 Rodriguez, Nina A.

 Subject:
 REZONING

Date: Tuesday, November 21, 2023 6:45:16 PM

You don't often get email from dlcarden1@gmail.com. Learn why this is important

**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**.

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As a resident, who has loved in this neighborhood for over 20 years, I greatly protest this change. We already have many safety concerns in regards traffic in the neighborhood. With no traffic lights or speed bumps on Holstein, many citizens already use Holstein as a pass through from George Dieter to Zaragoza.

As a neighborhood, the building of a storage facility in our area, also has the ability to drop the value of all the homes. Our homes and community are our greatest financial and quality of life investments. We love El Paso and want the best environment for our friends and families.

In conclusion, I request that the land Parcels 6-7 located between Holstein dead end Zaragoza street, remain zoned for additional homes, so that our neighborhood will not be penalized with the building of the proposed storage unit or any other non-residential building structure.

Thank you for your time and understanding.

Debra Carden 1445 Scott Ray Way From: dana.carden@outlook.com To: Rodriguez, Nina A.

Subject: Rezonina

Date: Friday, November 24, 2023 8:17:51 AM

You don't often get email from dcarden11@gmail.com. Learn why this is important

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I am writing you in regards, to land Parcels 6-7 located between Holstein dead end Zaragoza street, which is submitted to be rezoned from a R3 Residential to an Apartment/Office zone with the final intent to build a large storage unit complex.

As a resident, who lives in this neighborhood I greatly protest this change. We already have many safety concerns in regards traffic in the neighborhood. With no lights or speed bumps on Holstein, many citizens already use Holstein as a pass through from George Dieter to Zaragoza, and visa versa every day. It is very common for people who do not live in the neighborhood nor care about it, to speed through Holstein, well above the speed limit. They often fly straight through our school bus drop off locations.

In turn, bring more traffic and individuals who do not live in the neighborhood, for businesses purposes, further opens it up to the possibility of more residential crime and greater safety issues. Just recently, one of our four mail box locked locations was vandalized and had to be replaced.

As a neighbor, the building of a storage facility in our area, also has the ability to drop the vale of all of the homes. Many people in our neighborhood are the original owners of their homes, having lived here 20+ years. Our homes and community are our greatest financial and quality of life investments. We love FI Paso and want the best environment for our friends and families.

In conclusion, I request that the land Parcels 6-7 located between Holstein dead end Zaragoza street, remain zoned for additional homes, so that our neighborhood will not be penalized with the building of the proposed storage unit or any other non-residential building structure.

Thank you for your time and understanding.

Dana Carden 1445 Scott Ray Way El Paso, TX 79936

Sent from Mail for Windows

From: Adriana Laks
To: Rodriguez, Nina A.

Subject: Re: Case: PZRZ23-00037 - 1401 N. Zaragoza
Date: Monday, November 27, 2023 4:42:49 PM

Attachments: image001.png

You don't often get email from alaks1417@gmail.com. Learn why this is important

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Thank you Nina for your response. Please forward my email to the owner for his input.

After consideration, I oppose to the rezoning of this property. If the rezoning is approved, our neighborhood vulnerable to changes to the original plan.

Thank you!

On Mon, Nov 27, 2023, 2:15 PM Rodriguez, Nina A. < RodriguezNA@elpasotexas.gov > wrote:

Good Morning Ms. Laks,

I would like to clarify that the proposed rezoning is being requested by the property owner, not the city. Please find the responses to your questions below:

I have the following concerns/questions:

Will the entrance to the self-storage warehouses be on Zaragoza?

Access is proposed from Zaragoza Rd.

Please confirm there is NO plan to have access to our neighborhood thru Holstein St.

The city is recommending placing a condition to restrict vehicular access through Holstein Rd. for emergency vehicles only.

What impact will the removal of dirt have on the foundation/structure of our property?

We are not sure and unable to comment on this.

PZRZ23-00037 13 September 5, 2024

Who will be responsible for damage to the neigh oring rock wall during dirt removal?

We are not sure and unable to comment on this.

How close will the units be to our homes?

We are not sure how close the units will be to homes as rezoning cases only require conceptual plans. However, the minimum required rear setback for a self-storage warehouse in an A-O (Apartment/Office) district is five feet (5'). We are also recommending placing a condition to impose a ten foot (10') landscape buffer along property lines adjacent to residential zone districts or uses.

Are you considering to plant trees or high shrubbery around the perimeter of the neighboring wall for cosmetic purposes?

We are recommending placing a condition to impose a ten foot (10') landscape buffer along property lines adjacent to residential zone districts or uses to mitigate any impacts to existing residential properties adjacent to the subject property.

What is the ETA to complete this project?

We are not sure and unable to comment on this.

How will you communicate responses/plans to our concerns?

All received emails for rezoning cases are entered as part of the staff report that is reviewed by City Plan Commissioners and City Councilors when considering rezoning applications.

While I am able to answer some of your questions, I am not able to answer all of them. If you would like more information on the questions I was not able to answer, I can forward your email and contact information for the owner to reach out to you directly.

Please let me know how you would like to proceed.

Respectfully,

Nina Rodriguez

Nina Rodriguez | Senior Planner

Planning & Inspections | City of El Paso

801 Texas Ave. | El Paso, TX 79901

915-212-1561 | RodriguezNA@elpasotexas.gov

ElPasoTexas.gov | Take Our Survey

cid:image001.png@01D697CE.40C35A90



From: Adriana Laks <a href="mailto:salaks1417@gmail.com">alaks1417@gmail.com</a>>
Sent: Monday, November 27, 2023 11:51 AM

To: Rodriguez, Nina A. <<u>RodriguezNA@elpasotexas.gov</u>> Subject: Case: PZRZ23-00037 - 1401 N. Zaragoza

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Hello Nina.

This letter is in regard to the rezone request from R-3 to A-O for property located at 1401 N. Zaragoza.

I have the following concerns/questions:

Will the entrance to the self-storage warehouses be on Zaragoza? Please confirm there is NO plan to have access to our neighborhood thru Holstein St. What impact will the removal of dirt have on the foundation/structure of our property? Who will be responsible for damage to the neigh oring rock wall during dirt removal? How close will the units be to our homes? Are you considering to plant trees or high shrubbery around the perimeter of the neighboring wall for cosmetic purposes? What is the ETA to complete this project? How will you communicate responses/plans to our concerns? I plan to attend the meeting scheduled for November 30th. Below is my contact number. Thank you. 915-494-5183 Adriana Laks

PZRZ23-00037 16 September 5, 2024

 From:
 Rachelle Rivera

 To:
 Rodriquez, Nina A.

Cc: My Love

 Subject:
 Case # PZRZ23-00037 — 1401 N. Zaragoza

 Date:
 Monday, November 27, 2023 5:36:18 PM

[You don't often get email from rachellem23@me.com. Learn why this is important at <a href="https://aka.ms/LearnAboutSenderIdentification">https://aka.ms/LearnAboutSenderIdentification</a>]

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#### Good evening Nina,

As per our phone conversation, I wanted to reiterate that we are opposed to the rezoning of the property located at 1401 N. Zaragoza. I would like the below statement to be read into record at the CPC meeting scheduled for November 30th. Should you have any questions or other information regarding this matter, please don't hesitate to contact me.

Thank you ma'am!

-Rachelle Rivera 915-203-5393 1428 Sally Ray Way 79936

Statement to be read into record:

Dear Members of the City Plan Commission. My name is Rachelle Rivera and I along with my husband and children reside at 1428 Sally Ray Way. The property at 1401 N. Zaragoza, who has submitted the request to change the zoning from residential to apartment/office, has brought many concerns not only to us but to our neighbors. I am all for development, however I am highly opposed to the rezoning to allow storage units to be built behind my home. Not only would it be an eye sore, but also a safety concern to us. Our neighborhood is very calm, quiet & safe and allowing such development in our "backyard" would change all of that. There are no commercial buildings abutting my property or my neighbors homes and allowing this change of rezoning brings much concern to me. I would prefer the zoning stay as R-3 (residential) and for homes to be built on this property that are similar to the homes in my neighborhood. I hope you take this into consideration and I thank you for your time and service to our community.

Sent from Rachelle Rivera's iPhone

From: Louie Reves
To: Rodriguez, Nina A.
Subject: Holstein Dr. Rezoning

Date: Wednesday, November 29, 2023 6:37:34 AM

You don't often get email from louiereyes@sbcglobal.net. Learn why this is important

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Mrs. Rodriguez,

Thank You for returning my call on Monday 11/27/23. After learning from you that the owner of this vacant land currently zoned as R3 has the intent of rezoning to possible storage units with the probability of apartment units I am voting vs this rezoning request.

Here's my concerns I want to share with the City Planning Commission:

- We need traffic calming measures along Holstein Dr. due to the excess cross traffic
  of vehicles traveling from N. Zaragoza onto George Dieter. We have a designated
  school bus route & by allowing this development to go thru this will increase the
  volume & speed of traffic thru-out Holstein Dr.
- 2. We need a "Green Area" at the end of Holstein. This area would be a combination on-site ponding basin with a small walking park so residents of our community can share with their children & pets. Examples would be Stanton Heights Park located at Lee Blvd. & Edward James and the other is Edgemere Park located at the intersection of Edgemere Blvd. & Edgerock Dr.
- 3. I have a concern with the development of storage units since these types of facilities tend to bring vandalism & graffiti into the community. Will there be on-site security present or surveillance cameras for security measures?
- 4. I have another concern with the possibility of light pollution for residents adjacent to this proposed development? If this project does get approval, how is the developer going to direct lighting so it has no direct impact on our neighbors along Sally Ray Way, Stone View Way & Stone Canyon View.
- On-site ponding is critical at this site since we have had neighbors in the past suffer the consequences of run-off from this vacant land & flooded their properties during severe rain events we have had in past years.
- 6.I understand that there will be limited access at the end of Holstein Dr. onto this proposed development with a security gate to be used only by emergency vehicles with the use of a knox box. What type of security fencing is being proposed around

PZRZ23-00037 18 September 5, 2024

the perimeter of this property? Will it be rock-wall, chain link or some sort of wrot iron fencing?

I have resided in the Stoneridge Community since 2002 & have been involved with our previous homeowners association when we were active at that time. We currently don't have have an active board but in every one of our previous meetings we had among our neighbors & City Council Rep for Dist. 7 I was present every time to help our community & keep the area safe.

We have a combination of young working couples with small children, military veterans, & retirees who reside in Stoneridge & enjoy the peace & tranquility of our community. I'm hoping the planning commission would rather keep the residential zoning in place so we can have "New Neighbors" in the future.

Thank You...

Respectfully,

Louie Reyes 1433 Scott Ray Way El Paso, Tx. 79936

#### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

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

#### **Definitions:**

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

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

#### Contributor / Donor Information:

Full Name	Jorge M. Sanchez	
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.

	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:

OFFICE	CURRENT COUNCIL MEMBER NAME AMOUNT (\$)
Mayor	100000000000000000000000000000000000000
District 1	100 85 1 38 15 1
District 2	正多一是句
District 3	11-13 20
District 4	11, 130,000,005/
District 5	11 225 5///
District 6	VRY 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:	WV		Date:	0	/2.	2/2	4	
		$\neg$		7			<u>//</u>	_

#### Legislation Text

File #: 24-1522, Version: 1

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

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

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

#### **District 2**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis F. Zamora, (915) 212-1552

#### AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Section 13 and 14, Block 81, Township 2, Texas and Pacific Railroad Surveys, 7000 Alabama Street, City of El Paso, El Paso County, Texas from R-2 (Residential) and R-3 (Residential) to C-3 (Commercial), 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: 7000 Alabama St.

Applicant: 7000 Alabama, LLC, PZRZ24-00017

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

AGENDA DATE: November 12, 2024 PUBLIC HEARING DATE: December 3, 2024

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

Luis F. Zamora, (915) 212-1552

**DISTRICT(S) AFFECTED**: District 2

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

#### SUBJECT:

An Ordinance changing the zoning of a portion of Section 13 and 14, Block 81, Township 2, Texas and Pacific Railroad Surveys, 7000 Alabama Street, City of El Paso, El Paso County, Texas from R-2 (Residential) and R-3 (Residential) to C-3 (Commercial), 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: 7000 Alabama St.

Applicant: 7000 Alabama, LLC, PZRZ24-00017

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

The applicant is requesting to rezone the subject property to allow permitted commercial uses. City Plan Commission recommended 7-0 to approve the proposed rezoning on October 3, 2024. As of October 29, 2024, the Planning Division has received one (1) call in opposition to the rezoning request. See attached staff report for additional information.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT: N/A** 

*******	*****REQUIRED AUTHOR	<b>ΖΔΤΙΩΝ************</b>
	ILEGUILED ACTION	LATION
DEPARTMENT HEAD:		
	Philip Tiwa	
	Philip (awe	

ORDINANCE NO.	

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF SECTION 13 AND 14, BLOCK 81, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD SURVEYS, 7000 ALABAMA STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-2 (RESIDENTIAL) AND R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of Section 13 and 14, Block 81, Township 2, Texas and Pacific Railroad Surveys, 7000 Alabama Street, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-2 (Residential) and R-3 (Residential) to C-3 (Commercial), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

- 1. A Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.
- 2. Where structures, parking areas, or drives located within fifty feet (50') to residential zone districts or uses, a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.
- 3. No vehicular ingress and/or egress shall be permitted onto Byron Street.
- 4. No office warehouse uses shall be permitted.
- 5. No auto related uses shall be permitted.
- 6. That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:

ORDINANCE NO.\_\_\_\_\_\_ HQ24-3749|Trans#592659|P&I Rezoning 7000 Alabama Zoning Case No: PZRZ24-00017

- a. Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and
- b. Providing outdoor amplified sound.

The penalties for violating the s found in Section 20.24 of the El Paso Cit		imposed through this rezoning ordinance are
ADOPTED this	_ day of _	, <u>2024</u> .
		THE CITY OF EL PASO
ATTEST:		Oscar Leeser Mayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Russell T. Abeln Senior Assistant City Attorney		Philip Ctive Philip F. Etiwe, Director Planning & Inspections Department

ORDINANCE NO. Zoning Case No: PZRZ24-00017 HQ24-3749|Trans#592659|P&I

#### **EXHIBIT "A"**

A portion of Section 13 and 14, Block 81, Township 2, Texas and Pacific Railroad Surveys, City of El Paso, El Paso County, Texas December 21, 2023

#### METES AND BOUNDS DESCRIPTION

7000 Alabama Street Exhibit "A"

**FIELD NOTE DESCRIPTION** of a portion of Section 13 and 14, Block 81, Township 2, Texas and Pacific Railroad Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found City Monument at the intersection of Morningside Circle (60' R.O.W.) and Byron Street (60' R.O.W.); THENCE, leaving said intersection, North 88°49'00" West, a distance of 30.00 feet to a point for corner at the easterly right-of-way line of Byron Street and Block 1, Monterrey Park Replat; THENCE, leaving along said easterly right-of-way line, North 01°11'00" West, a distance of 135.00 feet to a found 5/8 inch rebar for corner at the easterly right-of-way line of Byron Street and Block 1, Monterrey Park Replat and Section 14; THENCE, leaving said easterly right-of-way line, North 43°29'55" East, a distance of 35.95 feet to a found 5/8 inch rebar for corner and the POINT OF BEGINNING of the herein described parcel;

THENCE, South 88°53'18" West, a distance of 1094.85 feet to a found 5/8 inch rebar for corner;

**THENCE**, South 89°15'35" West, a distance of 171.04 feet to a point for corner at the easterly right-of-way line of Alabama Street (150' R.O.W.);

**THENCE**, along said easterly right-of-way line of Alabama Street, 698.05 feet along the arc of a curve to the right whose radius is 1925.00 feet, whose interior angle is 20°46'36", whose chord bears North 30°29'11" East, a distance of 694.23 feet to a point for corner along said easterly right-of-way line;

THENCE, continuing along said easterly right-of-way, North 40°52'29" East, a distance of 232.90 feet to a point for corner;

THENCE, continuing along said easterly right-of-way line of Alabama Street, 786.55 feet along the arc of a curve to the left whose radius is 2075.00 feet, whose interior angle is 21°43'07", whose chord bears North 30°00'55" East, a distance of 781.85 feet to a found 5/8 inch rebar for corner along said easterly right-of-way line and the common boundary corner of Section 14 and Mount Franklin Terrace (Fort Bliss);

THENCE, leaving said easterly right-of-way line of Alabama Street, along the common boundary line of Section 14 and Mount Franklin Terrace (Fort Bliss), North 88°53'18" East, a distance of 437.49 feet to a found 1" pipe for corner at the common boundary corner of Section 14, Mount Franklin Terrace (Fort Bliss) and Fort Bliss;

**THENCE**, continuing along said common boundary line of Section 14 and Fort Bliss, South 01°17'56" East, a distance of 585.82 feet to a found 5/8 iron rebar for corner;

**THENCE**, leaving said common boundary line of Section 14 and Fort Bliss, South 88°42'04" West, a distance of 135.00 feet to a point rebar for corner;

THENCE, South 01°17'56" East, a distance of 331.03 feet to a point for corner;

THENCE, South 69°54'19" East, a distance of 79.69 feet to a point for corner;

**THENCE**, South 34°47'14" East, a distance of 110.19 feet to a found 5/8 iron rebar for corner along the common boundary line of Section 14 and Mount Franklin Terrace (Fort Bliss);

**THENCE**, continuing along said common boundary line, South 01°17'56" East, a distance of 226.00 feet to a point for corner along the common boundary line of Section 14 and Mount Franklin Terrace (Fort Bliss);

THENCE, leaving said common boundary line of Section 14 and Fort Bliss, South 88°53'18" West, a distance of 100.00 feet to a found 1" pipe for corner;

**THENCE**, South 01°17'56" East, a distance of 171.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 1,217.163.15 square feet or 27.9422 acres of land more or less.

Carlos M. Jimenez R.P.L.S.# 3950

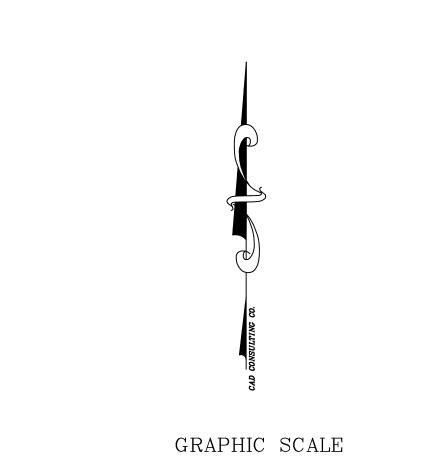
CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2023\23-2652\_7000 Alabama.wpb





7000 ALABAMA STREET
A PORTION OF SECTION 13 AND 14, BLOCK 81, TOWNSHIP 2,
TEXAS AND PACIFIC RAILROAD SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

CONTAINING: 1,217,163.15 SQ.FT. OR 27.9422 ACRES  $\pm$ 



	LINE T	ΔRI F
LINE	LENGTH	BEARING
L1	135.00	S88*42'04"W
L2	79.69	S69°54'19"E
L3	110.19	S34°47'14"E
L4	100.00	S88*53'18"W
L5	232.90	S40°52'29"W

1 inch = 80' ft.

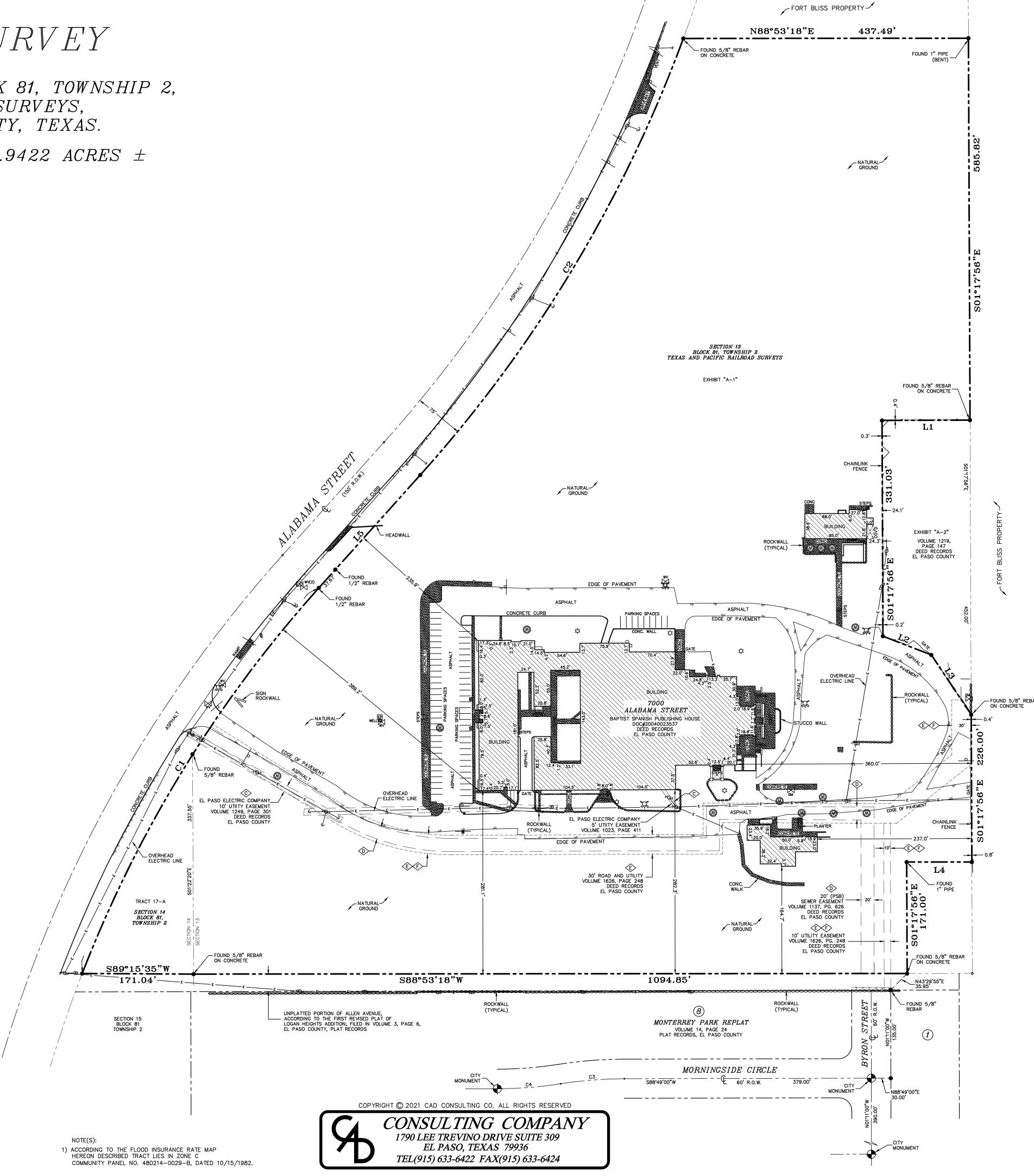
	CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD			
C1	698.05	1925.00	20°46'36"	S30°29'11"W	694.23			
C2	786.55	2075.00	21°43'07"	N30°00'55"E	781.85			
C3	97.89	637.55	8*47'49"	S84°25'05"W	97.79			
C4	97.89	637.55	8 <b>°</b> 47 <b>'</b> 49"	N84°25'06"E	97.79			

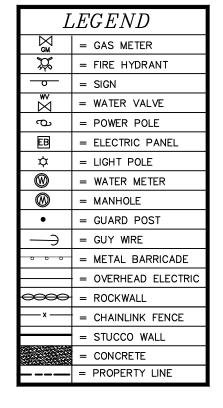
\* THE TITLE DESCRIPTION AND SCHEDULE B ITEMS HEREON ARE FROM STEWART TITLE GUARANTY COMPANY, FILE#:1511851 EFFECTIVE DATE 11/14/2021, ISSUED DATE 12/08/2021.

NOTES CORRESPONDING TO SCHEDULE B ITEMS

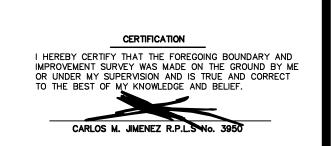
- ON THE PASO ELECTRIC COMPANY, RECORDED IN VOLUME 1023, PAGE 1411 AND VOLUME 1249, PAGE 301, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS; WITH MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY'S INTEREST GRANTED, SOLD, AND QUITCLAIMED TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 1231, PAGE 646, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (AS SHOWN)
- D 10D) EASEMENT TO THE CITY OF EL PASO, FOR THE USE AND BENEFIT OF ITS PUBLIC SERVICE BOARD (EL PASO WATER UTILITIES), RECORDED IN VOLUME 1137, PAGE 626, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (AS SHOWN)
- 10E) EASEMENT AND RIGHT-OF-WAY FOR INGRESS AND EGRESS, LIMITED TO ONE STREET OF A MAXIMUM OF 30 FOOT WIDTH TO A DEDICATED AND PAVED STREET OF THE CITY OF EL PASO, AS SET OUT IN DEED FILED ON 11/13/1981, RECORDED IN VOLUME 1219, PAGE 147, LAST CORRECTED IN VOLUME 1626, PAGE 248, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (AS SHOWN)
- F) 10F) UTILITY EASEMENT TO J. WILSON ROSS AND JIMMIE RUTH ROSS, TO CONNECT TO WATER, SEWER, AND NATURAL GAS LINES ON A REMUNERATED BASIS, AS SET OUT IN DEED FILED ON 11/13/1981, RECORDED IN VOLUME 1219, PAGE 147, LAST CORRECTED IN VOLUME 1626, PAGE 248, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (AS SHOWN)

JOB # 21-3042 DATED: 12/14/2021 ML









## 7000 Alabama

City Plan Commission — October 3, 2024 <mark>REVISED ON 10/24/2024</mark>

CASE NUMBER: PZRZ24-00017

CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov

**PROPERTY OWNER:** 7000 Alabama, LLC **REPRESENTATIVE:** Carlos Gallinar

**LOCATION:** 7000 Alabama St. (District 3)

**PROPERTY AREA:** 27.94 acres

**REQUEST:** Rezone from R-2 (Residential) and R-3 (Residential) to C-3

(Commercial)

**RELATED APPLICATIONS:** None

PUBLIC INPUT: One (1) call in opposition as of October 24, 2024

**SUMMARY OF REQUEST:** The applicant requests to rezone from R-2 (Residential) and R-3 (Residential) to C-3 (Commercial) to allow for commercial uses.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITIONS** of the request. The proposed zoning district is in character with the G-3, Post-war designation of *Plan El Paso*. The conditions are the following:

- 1. A Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.
- 2. Where structures, parking areas, or drives located within fifty feet (50') to residential zone districts or uses, a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.
- 3. No vehicular ingress and/or egress shall be permitted onto Byron Street.
- 4. No warehouse uses shall be permitted
- 5. No auto related uses shall be permitted
- 6. That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:
  - Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and
  - b. Providing outdoor amplified sound.



Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant requests to rezone from R-2 (Residential) and R-3 (Residential) to C-3 (Commercial) to allow for commercial uses and that the special permit granted to the property be rescinded. Proposed uses for the property is commercial in the multiple buildings existing on the property The property is 27.94 acres in size with main access to Alabama Street.

**PREVIOUS CASE HISTORY:** On December 2, 1980, City Council granted a special permit to allow the use of philanthropic institution in the subject property. The special permit was then amended on February 4, 1986 by City Council to reduce the area under consideration of the special permit. This current special permit is being requested to be rescinded.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed rezoning to C-3 (Commercial) is appropriate for the property and the neighborhood. Properties to the west across Alabama Street to the south of the subject property consist of single-family homes zoned P-R 1 (Planned Residential) and R-3 (Residential). Property to the east consist of single-family homes zoned R-3 (Residential), on Fort Bliss Military Base. Property to the north is currently vacant zoned R-3 (Residential). While the subject property is surrounded on its entirety by residential zoning and development, the topographical features on this property will buffer the proposed commercial development from negatively impacting existing homes. In addition, the conditions imposed will mitigate negative impacts of the commercial use. on adjacent residential development. The closest school is Powell Elementary (1.64 miles) and the closest parkland is the North Open Reserve (0.0 miles) adjacent to the north.

COMPLIANCE WITH PLAN EL PASO/REZONING	
proposed rezoning is in accordance with <i>Plan</i> Criteria	El Paso, consider the following factors:  Does the Request Comply?
Future Land Use Map: Proposed zone change is	Yes. Rezoning the property to C-3 (Commercial) will
compatible with the Future Land Use designation for the property:  G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	allow for integration of commercial uses to serve the community as per the current G-3, Post-war future land use designation of <i>Plan El Paso</i> .
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:  C-3 (Commercial) District: The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes. The requested C-3 (Commercial) zoning district will allow uses that can provide goods and services supporting the community in an area that is currently dominated by predominantly single-family zoning districts.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only	Yes. The property is next to Alabama Street, designated as a major arterial per El Paso's Major Thoroughfare Plan and can support commercial uses. While the property is surrounded by residential uses,

property on the block with an alternative zoning district, density, use and/or land use.	topographical constraints buffers it from adjacent residential homes.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE EVALUATING THE FOLLOWING FACTORS:	PROPERTY AND SURROUNDING PROPERTY, AFTER
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	With a denial of the request the property would continue to be vacant and land to be underutilized.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment.
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable with no rezonings happening in the last ten years.
<b>Socioeconomic &amp; Physical Conditions</b> : Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The property stopped operating as a publishing company, which was an allowed use granted by a special permit. No commercial uses are currently allowed on the property.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The property has direct access to Alabama Street, classified as a major arterial per the El Paso's Major Thoroughfare Plan (MTP) and is appropriate to serve proposed commercial uses. There are currently no sidewalks along Alabama Street and may be required to be constructed at the time of new development. There are existing bike lanes along Alabama Street, as well as at multiple public transportation bus stop facilities along the subject property's block face.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** There are no adverse comments from reviewing departments.

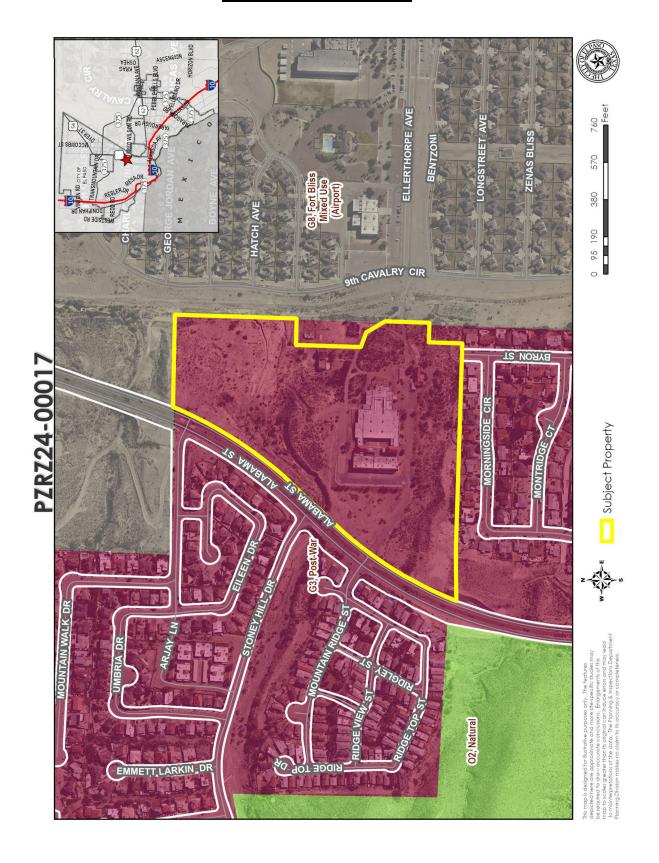
**PUBLIC COMMENT:** The subject property falls within the EI Paso Central Business Association and Sunrise Civic group, which were notified by the applicant regarding the rezoning request. In addition, the applicant also notified the adjacent Mountainside Neighborhood Association of the request. The applicants held a community meeting with the surrounding residents on June 15, 2024 to inform them of the proposed development. As of October 24, 2024, the Planning Division received one (1) call in opposition to the rezoning request with concerns of possible traffic accidents and concerns regarding developing on arroyos. In addition, one (1) call of inquiry was received.

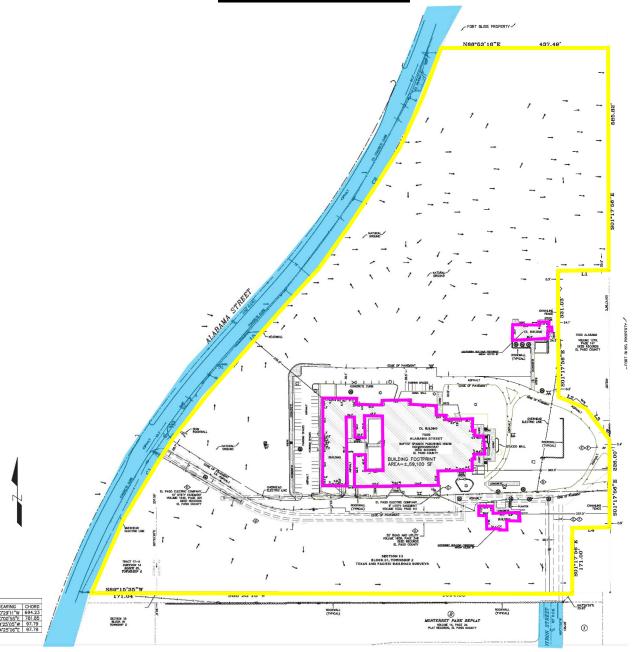
**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- Recommend Approval of the rezoning request With Modifications to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

#### **ATTACHMENTS:**

- 1. Future Land Use Map
- 2. Detailed Site Plan (Non-binding)
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map





#### <u>Planning and Inspections Department - Planning Division</u>

Staff recommends approval with conditions of the request. The conditions are the following:

- 1. A Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.
- 2. Where structures, parking areas, or drives located within fifty feet (50') to residential zone districts or uses, a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.
- 3. No vehicular ingress and/or egress shall be permitted onto Byron Street.
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- 5. No auto related uses shall be permitted
- 6. That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:
  - a. Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for onpremise consumption; and
  - b. Providing outdoor amplified sound

#### Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

#### Planning and Inspections Department - Land Development

- 1. Applicant shall comply with the requirements of Preservation of Natural Arroyos (Section 19.19.010.F) at development stage.
- 2. Designate easements for natural arroyos as drainage easements and/or open spaces for stormwater runoff at time of platting.

#### **Fire Department**

No adverse comments.

#### **Police Department**

No comments received.

#### **Environment Services**

No comments on the change of zoning for the property.

#### **Streets and Maintenance Department**

No comments received.

#### Sun Metro

No comments received.

#### El Paso Water

EPWater does not object to this request.

#### Water:

There is an existing 12-inch diameter water main extending along Alabama St. approximately 75-feet west of the east right-of-way line. This main is available service.

Previous water pressure reading from fire hydrant #00019, located at 7000 Alabama St. has yielded a static pressure of 55 (psi), a residual pressure of 53 (psi), and a discharge of 1299 (gpm).

#### **Sanitary Sewer:**

There is an existing 8-inch diameter sanitary sewer main in a 20-foot sewer easement bisecting the property. This main is available for service.

#### General:

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

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

#### Stormwater:

- 1. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
- 2. The proposed subdivision is located near a potential sediment flow source. At the improvement plan stage EPWater requires the Engineer to account for sediment volume in all calculations used to size stormwater drainage structures to prevent sediment from clogging the proposed crossings. Provide enough access for mechanized maintenance equipment and vehicles.
- 3. Confirm that existing downstream conveyance structures have enough capacity to handle the developed runoff from the proposed subdivision. As per the City of El Paso's Drainage Design Manual, the HGL shall remain below the finished grade for the storm frequency.

#### **Texas Department of Transportation**

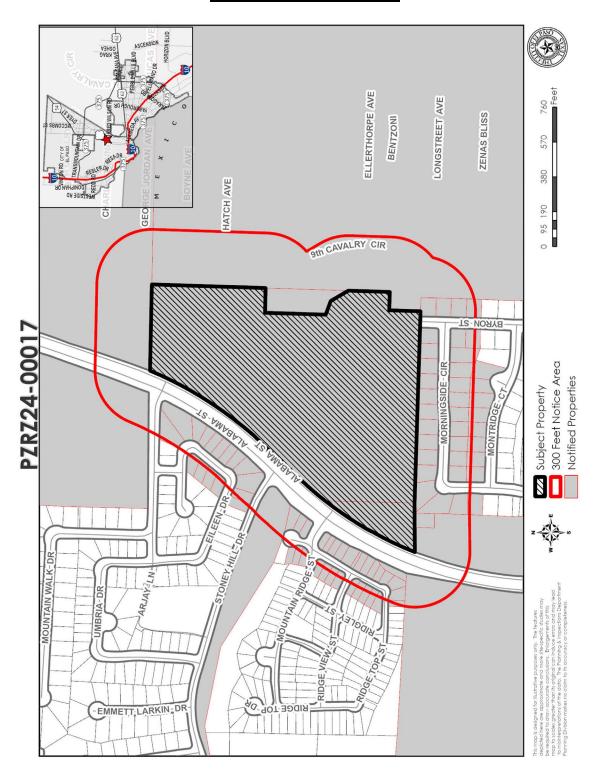
No comments received.

#### El Paso County Water Improvement District #1

No comments received.

#### El Paso 911 District

No comments or concerns regarding this rezoning.



### 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:**

A direct or indirect transfer of money, goods, services, or any other thing of value and includes an "Contribution" 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	Chris A. Cumminos
Business Name	7000 Alabama LLC
Agenda Item Type	
Relevant Department	

Disclosure Affirm	nation: Please check the appropriate box below to indicate whether you have made campaign
contributions or do	onations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s
or term(s) of City of	office specified in Section 2.92.080 of the El Paso Municipal Code.
I have N	OT made campaign contributions or donations totaling an aggregate of \$500 or more to any
City Cou	incil 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.
0.0	
OR	
	nade campaign contributions or donations totaling an aggregate of \$500 or more to the following
City Cou	uncil member(s) during their campaign(s) or term(s) of City office:
OFFICE	CURRENT COUNCIL MEMBER NAME AMOUNT (\$)
Mayor	1101000000

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	110/280/2	
District 1	(A) (8)	38/5/
District 2	ITI3 >	7 36 60
District 3	HIS A	201
District 4	11, 130,000	05/,//
District 5		
District 6		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:	An

Date:

### El Paso, TX

#### Legislation Text

File #: 24-1642, 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 sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and The El Paso Hispanic Chamber of Commerce, a 501(c)(3) non-profit organization, to provide an incentive not to exceed \$130,000 over a two year period to the Applicant for the implementation of the Procurement Excellence Boot Camp program, which is designed to develop local entrepreneurs into qualified contractors by providing them with the knowledge and skills needed to navigate commercial, state, and federal contracting processes, thereby enabling them to scale and grow their businesses through various procurement and contracting opportunities.

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

AGENDA DATE: December 3, 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 sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and The El Paso Hispanic Chamber of Commerce, a 501(c)(3) non-profit organization, to provide an incentive not to exceed \$130,000 over a two-year period to the Applicant for the implementation of the Procurement Excellence Boot Camp program, which is designed to develop local entrepreneurs into qualified contractors by providing them with the knowledge and skills needed to navigate commercial, state, and federal contracting processes, thereby enabling them to scale and grow their businesses through various procurement and contracting opportunities.

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

The El Paso Hispanic Chamber of Commerce (EPHCC) is a mission-driven nonprofit organization dedicated to fostering economic development and enhancing the quality of life in El Paso County and the surrounding region. Established with a commitment to empowering underserved communities, EPHCC provides essential resources and support to local entrepreneurs, particularly those from marginalized backgrounds. By offering access to funding, business development services, and strategic partnerships, EPHCC aims to eliminate barriers to success and cultivate a vibrant ecosystem for small businesses. Through collaboration with community leaders, financial institutions, and government entities, EPHCC strives to create a sustainable environment where diverse businesses can flourish and contribute to the overall prosperity of the region.

EPHCC will implement the Procurement Excellence Boot Camp designed to strengthen the procurement capacity of local businesses by connecting them with supply chain opportunities. This initiative aims to foster economic growth by creating pathways for local entrepreneurs to access government contracts, certifications and commercial opportunities. Additionally, the initiative emphasizes the importance of diversity and inclusion in procurement, ensuring that underrepresented businesses have equal access to these opportunities. By providing training, resources, and a supportive network they seek to empower local businesses to become competitive suppliers, ultimately driving economic development in the region.

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

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

N/A

#### AMOUNT AND SOURCE OF FUNDING:

Impact Fund

#### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_NO

Revised 04/09/2021

SECONDARY DEPAR	TMENT: N/A
***** DEPARTMENT HEAD:	**************************************
-	(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

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#### **Definitions:**

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an

agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.

The term includes a loan or extension of credit, other than those expressly excluded by the Texas

Election Code, and a guarantee of a loan or extension of credit.

"Contributor" A person making a contribution, including the contributor's spouse.

"Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in

their district.

"Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in

part, or is operated by the individual, that is the subject of a council agenda item.

"Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and

other award that council will vote on.

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

#### Contributor / Donor Information:

Full Name	Cindy Ramos - Davidson		
Business Name	El Paso Hispanic Chamber		
Agenda Item Type	Chapter 380 - El Paso Hispanic Chamber		
Relevant Department Economic and International Developmen			

contributi	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.
<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
	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	1/0/2000	
District 1	1/22/38_4\_`	3/5/1
District 2	III S TO S	
District 3	14136	2101
District 4	11, 1300000	8///
District 5	11/2000	////
District 6	LEVA	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 Wedge Anna Hawan Date: August 26, 2024

#### **RESOLUTION**

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso (the "City") and the El Paso Hispanic Chamber of Commerce (the "Applicant"), a 501(c)(3) non-profit organization, to provide an incentive not to exceed \$130,000 over a two-year period to the Applicant for the implementation of the *Procurement Excellence Boot Camp* program, which is designed to develop local entrepreneurs into qualified contractors by providing them with the knowledge and skills needed to navigate commercial, state, and federal contracting processes, thereby enabling them to scale and grow their businesses through various procurement and contracting opportunities.

	APPROVED this	day of	, 2024.	
		CITY O	F EL PASO:	
			'a	
		Oscar Le Mayor	eser	
ATTEST:				
Laura D. Prine City Clerk				
APPROVED AS T	O FORM:	APPRO	VED AS TO CONTE	NT:
Oscar Gomez Assistant City Attor	ney		rasgalla, Interim Direct c & International Deve	

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

This Chapter 380 Economic Development Program Agreement ("Agreement") is made and entered into by and between the CITY OF EL PASO, TEXAS ("City"), a Texas home-rule municipal corporation, and the EL PASO HISPANIC CHAMBER OF COMMERCE, ("Applicant"), a 501(c)(3) non-profit organization, for the purposes and considerations stated below:

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

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

WHEREAS, the City desires to provide pursuant to Chapter 380, an incentive to the Applicant to develop and implement the Applicant's program, titled *Procurement Excellence Boot Camp*, to serve the public purpose of promoting economic development and enhancing business and commercial activity within and around the City of El Paso, Texas; and

WHEREAS, the Applicant's services being located in El Paso, Texas may likely encourage increased economic development in the City, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the general public within and around El Paso, Texas; and

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

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

#### **SECTION 1. DEFINITIONS.**

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

- A. Agreement. The word Agreement means this Chapter 380 Economic Development Program Agreement, together with all attached exhibits to this Agreement.
- B. Applicant. The word Applicant means the El Paso Hispanic Chamber of Commerce, a 501(c)(3) non-profit organization.

- C. City. The word City means the City of El Paso, Texas.
- D. Effective Date. This phrase means the date the El Paso City Council approves the Agreement.
- E. Event of Default. This phrase shall have the meaning set forth in Section 5 hereof.
- F. Event of Non-appropriation. The phrase means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.
- G. **Grant.** The word *Grant* means a payment on an annual basis to the Applicant under the terms of this Agreement and payable from the City's Impact Fund. Under no circumstances shall the aggregated annual grant payment exceed \$65,000 per year. The maximum payment amounts shall not exceed \$130,000 during the two-year term of this Agreement.
- H. **Project.** The word *Project* means the Applicant's program, titled *Procurement Excellence Boot Camp*, and more fully described in **EXHIBIT A**.
- I. **Property.** The word *Property* means the location of the Applicant's operations, place of business, and address for Notice purposes located at 2401 E Missouri Ave, El Paso, TX 79903, in El Paso, Texas, as described in **EXHIBIT A**.

#### SECTION 2. TERM AND GRANT PERIOD.

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

#### SECTION 3. OBLIGATIONS OF APPLICANT.

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

- A. The implementation of the *Procurement Excellence Boot Camp*.
  - 1. The Applicant shall implement the *Procurement Excellence Boot Camp* over a two-year period, utilizing \$130,000 funded by the City.
  - 2. The Applicant agrees to complete the requested services in accordance with the scope of work, timeline(s), budget, and metrics/milestones as outlined in **EXHIBIT A**, **B**, and **C**.

- B. The Applicant expressly agrees that the transfer of dollar amounts among existing allowable categories described in **EXHIBIT B** (the "Project Budget"), shall not change the scope or objective of the Project funded under this Agreement.
- C. The Applicant expressly agrees to submit a written request for the revision of the Project Budget, which must contain a complete explanation and justification of changes made, and is subject to the approval of the City Manager or designee and the Director of Economic and International Development. The revised Project Budget will substitute the original Project Budget (or any prior revised Project Budget) upon the approval thereof by the City Manager or designee and the Director of Economic and International Development, without the need for a written amendment to this Agreement.

#### **SECTION 4. OBLIGATIONS OF CITY.**

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

A. On a monthly basis, the City shall assess the Applicant's performance in accordance with the metrics outlined in **EXHIBIT** C. Budget reimbursements shall be processed monthly or as practical thereafter, subject to the Applicant's compliance with and fulfillment of the specified metrics not to exceed \$130,000 for the two-year period.

#### **SECTION 5. EVENTS OF DEFAULT.**

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

- A. Failure to administer the Project in strict accordance with the terms of this Agreement and/or EXHIBIT A. The Applicant's failure or refusal to operate the Project pursuant to this Agreement through the Grant Period, and the Applicant's failure or refusal to cure within 90 days ("Cure Period") after written notice from the City describing the failure ("Notice"), shall be deemed an event of default.
- B. False Statements. In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and the Applicant fails to cure same within 30 days ("Cure Period") after written notice ("Notice") from the City shall be deemed an event of default. If the violation cannot be cured within the 30 day period in the exercise of all due diligence, but the Applicant commences the cure within the 30 day period and continuously thereafter diligently prosecutes the cure of the violation, the actions or omissions shall not be deemed an event of default. Furthermore, if the Applicant obtains actual knowledge that any previously provided warranty, representation, or statement has become materially false or misleading after the time that

it was made and the Applicant fails to provide written notice to the City of the false or misleading nature of the warranty, representation, or statement within 30 days after the Applicant learns of its false or misleading nature, the action or omission shall be deemed an event of default.

- C. **Insolvency**. The dissolution or termination of the Applicant's existence as a going business or concern; the Applicant's insolvency; appointment of receiver for any part of the Applicant's portion of the Property; any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if the proceedings are discharged within 60 days after filing, no event of default shall be deemed to have occurred.
- E. Other Defaults Failure of the Applicant or the City to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement or in any related documents, and the Applicant's or the City's failure to cure the failure within 60 days after written notice from the other party describing the failure, shall be deemed an event of default. If the failure cannot be cured within the 60 day period in the exercise of all due diligence, and the Applicant or the City commences the cure within the 60 day period and continuously thereafter diligently prosecute the cure of the failure, the act or omission shall not be deemed an event of default.
- F. Failure to Cure. If any event of default by the Applicant or the City shall occur, and after the Applicant or the City fails to cure same in accordance herewith, then this Agreement may be terminated without any further action required of the Applicant or the City and the Applicant's or the City's obligations end at that time. If a default has not been cured within the time stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.
- G. Liability. In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of the damages.

#### SECTION 6. RECAPTURE OF GRANT PAYMENTS.

Should the Applicant default under Section 5 of this Agreement or any other terms of this Agreement, and provided that the cure period for the default has expired and the Applicant failed to timely cure the default, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by the Applicant within 60 days from the date of the termination.

## SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.

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

#### SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all parties.
- **B.** Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. Assignment of Applicant's Rights. The Applicant understands and agrees that the City expressly prohibits the Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- **D.** Applicant's Sale or Transfer of the Project. 30 days prior to any sale or other transfer of ownership rights in the Project, the Applicant shall notify the City in writing of the sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of the sale or transfer within the applicable period shall constitute an event of default.
- E. Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on the Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind the Applicant to the same.
- F. Confidentiality Obligations. The confidentiality of the records, employment records, and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public

Information Act, it will notify the Applicant if a request relating to the proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.

- **G.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. Employment of Undocumented Workers. During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), the Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of the violation not later than 120 days after the date the Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section.
- I. Execution of Agreement. The City Manager has received authority to execute this Agreement on behalf of the City from the City Council through approval of a resolution.
- J. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond the party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire, other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during the period of delay, so that the time period applicable to the obligation or requirement shall be extended for a period of time equal to the period the party was reasonably delayed.
- K. Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

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

To the CITY:

City of El Paso

Attn: City Manager P.O. Box 1890

El Paso. Texas 79950-1890

Copy To:

City of El Paso

Attn: Economic & Intl. Development - Director

P.O. Box 1890

El Paso, Texas 79950-1890

APPLICANT:

El Paso Hispanic Chamber of Commerce

Cindy Ramos-Davidson, CEO

2401 E Missouri Ave El Paso, TX 79903

- L. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Project unless specifically enumerated herein.
- M. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible remain in force as to the balance of its provisions as if the invalid provision were not a part hereof.
- **N. Governmental Function**. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.

(Signatures Begin on the Following Page)

	CITY OF EL PASO, TEXAS:
	Dionne Mack City Manager
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Oscar Gomez Assistant City Attorney	Karina Brasgalia, Interim Director Economic and International Development
A	CKNOWLEDGMENT
STATE OF TEXAS	§
STATE OF TEAAS	
COUNTY OF EL PASO	§ § §
COUNTY OF EL PASO	edged before me on the of,
COUNTY OF EL PASO  This instrument was acknowle	edged before me on the of,

	APPLICANT: El Paso Hispanic Chamber of Commerce  By:  Name:  Title:
ACKNO	WLEDGMENT
STATE OF TEXAS §	
STATE OF TEXAS §  COUNTY OF EL PASO §	
This instrument was acknowledged be by CINY RAMOS-DOUGSON, as Hispanic Chamber of Commerce.	efore me on the 5th November, 2024, CEO (title) for the El Paso
M. Commission Francisco	Angelita Thurs Reid Notary Public, State of

My Commission Expires:

6-5-2027



### **EXHIBIT A**

## SCOPE OF WORK



## Procurement Excellence Boot Camp Scope of Work Narrative

Program Timeline:	Year 1: December 2024 – November 2025			
	Year 2: December 2025 – November 2026			
Lead Team Member:	Cindy Ramos-Davidson, CEO El Paso Hispanic Chamber of Commerce			

## **Project Narrative**

#### **Overview of Applicant:**

The El Paso Hispanic Chamber of Commerce (EPHCC) was founded in 1991 and has successfully operated the Women's Business Border Center (funded by the SBA) since 2001 and the MBDA Business Center-El Paso (funded by the U.S. Department of Commerce) since April 2008. Additionally, the EPHCC has managed the El Paso 8(a) & Government Contractors Association since 2008, and serves as a third-party certifier for the State HUB of Texas and the Federal Economically Disadvantaged and Woman-Owned Small Business certifications. Since the inception of these Entrepreneurial Technical Assistance Centers, we have provided bilingual technical assistance to 84,219 clients and trained over 88,000 individuals through our collective training sessions. We have connected our clients to \$3,643,488,928 in successful procurement opportunities and \$2,012,215,620 in essential capital opportunities. This support has helped our clients create and retain over 130,250 jobs in our region.

#### Thesis:

Through the development and implementation of the **Procurement Excellence Boot Camp**, the El Paso Hispanic Chamber of Commerce intends to utilize its contracting expertise to develop local and regional entrepreneurs into contractors that understand commercial, state and federal contracting, and use that to scale and grow their businesses through these avenues. This boot camp will be marketed by the marketing experts of the Entrepreneurial Technical Assistance (ETA) Centers and facilitated by the experienced Business Development Specialists of the Growth Solutions Support Hub, and a nationally known bilingual trainer in government contracting. The goal is to help local businesses identify, bid on and win commercial and government contracts.

#### **Findings:**

The Aspen Institute recently released a report revealing that our local businesses were leaving millions of dollars on the table by not bidding on work in the government (local, state and federal) space. We know that opportunities abound for local entrepreneurs to successfully bid on and perform work in this space, however, many businesses are faced with the obstacles of being unsure about procurement contracting. They are unsure about how small business certifications can help them, they are unaware about how to identify contracting opportunities, or how to market to agencies to be considered for work. We would like to alleviate these obstacles by taking entrepreneurs through a rigorous *Procurement Excellence Boot Camp* to help them understand how to identify and successfully bid on contracting opportunities.

#### Vision for Change:

Our vision for change is to empower more local small businesses to actively participate in and secure contracts from the commercial, local, state, and federal government. This program welcomes both start-up and expanding businesses interested in learning more about contracting, catering but not limited to owners, project managers, and business development specialists alike. In the creation of this we aim to bolster our economy and fortify our local business community. The goal of this program is to conduct a training series (in the two-year reporting timeframe) that will train a minimum of 200 businesses in procurement contracting guidelines.

#### Scope of Work:

This program will be a comprehensive 6-course boot camp covering commercial, local, state, and federal government contracting, held through monthly in-person sessions with an option to join via Zoom at our centrally located Tech Training Center (4141 Pinnacle, Suite 120). The courses will be divided into Basic and Advanced cohorts. The 5 cohorts for the Basic sessions will be facilitated by procurement experts at the EPHCC. The 5 cohorts for more advanced participants will be facilitated by a contract procurement specialist for the first 6 months, then by EPHCC staff. Each cohort will consist of 6-week courses with topics tailored to their respective levels. The sessions will be facilitated by bilingual (English and Spanish) subject matter experts with extensive contracting experience. We expect a minimum of 10 attendees per cohort. The cost to the City per attendee is \$475, and will include coaching, training, advising, consulting, and mentoring. Upon completing their respective cohort, participants will receive a certificate of completion.

We will identify businesses interested in participating in the pilot program through various marketing avenues, leveraging our extensive experience to recruit participants. Our outreach strategies include:

- A dedicated landing page for contracting and procurement on the EPHCC main website.
- An electronic billboard positioned along Interstate 10, a major east—west highway with over 250,000 vehicles passing daily.
- Weekly electronic newsletters distributed via Constant Contact to over 5,000 unique email addresses.
- Social media platforms, including the EPHCC Facebook page, Instagram, and Twitter.
- Direct email communication through Outlook to strategically engage with clients.
- Distribution of press releases and public service announcements to radio and print media.

 Leveraging our partnerships and networks with elected officials to expand outreach for our programs and services.

#### Marketing:

The EPHCC will identify opportunities and notify clients through our weekly online newsletter's Contract Chatter & Sip & Search sections and targeted emails to specific industries. Our annual training series will further educate businesses on collaborating with these entities. Once an opportunity is identified, our business development specialists will assist clients in understanding bid requirements and responding effectively. We will provide ongoing support to ensure clients have the necessary small business certifications, financing options, and marketing strategies. Our team of Business Development Specialists, through the ETA Centers, will assist small business contractors in creating or reviewing their capability statements. These promotional statements highlight a business's capabilities and skills, effectively marketing them to contracting officers.

#### **Training Courses:**

The 6-week Government Contracting Basics course will cover six key topics, including:

- Week 1 Session #1: Understanding Government Contracting Lingo: Understanding government lingo will help contractors understand requirements, measurements, invoicing and billing and is essential to being successful in government contracting.
- Week 2 Session #2: How to Get Your Business Started in Contracting: This session will cover the basic information on the different levels of government (local, state and federal) and opportunities within each sector.
- Week 3 Session #3: Types of Government Contracts: This session will cover the many different types of government contracts and contracting vehicles.
- Week 4 Session #4: Registering Your Business with the Government: This session will cover the requirements and resources available to help attendees register their businesses with each of the different government sectors. Each attendee will receive their access to the APEX Accelerator's "Bid Matching Program" that will ensure that they receive opportunities based on their NAICS Codes, in the commercial, local, State and Federal space.
- Week 5 Session #5: Capturing Government Business: This session will cover marketing to every level of government purchasing. This session will also focus on creating an effective Capability Statement.
- Week 6 Session #6: Small Business Certifications: How a small Business Certification can help your business to expand its market and grow.

The 6-week Government Advanced Government Contracting course will cover six key topics, including:

- Week 1 Session #1: Capacity Building: This session will cover how a business can build and enhance their business capacity.
- Week 2 Session #2: Considering "Teaming/Joint Venture" Relationships that are Mutually Beneficial: This session will cover how Teaming and Joint Venture relationships can help a business to grow and will also cover how these relationships can work.
- Week 3 Session #3: Mentor-Protege Strategy: This session will cover the mentor-protégé strategy as a way to grow a business and enhance capacity.
- Week 4 Session #4: Showcasing Relationships: This session will cover the importance of networking and developing relationships with purchasing departments, agencies, and contractor associations and how to market your business.
- Week 5 Session #5: Identifying and Responding to Requests for Proposals: This session will cover the steps in locating requests for proposals and responding to requests.
- Week 6 Session #6: Next Steps & Certificate Presentation: This session wraps up all of the courses and will detail next steps and how the El Paso Hispanic Chamber can help them in marketing, and responding to requests for proposals.

#### **Capability Statements:**

In addition to conducting the courses, our business development specialists will help our co-hort participants, and other clients & members create or enhance their Capability Statements. A capability statement is a concise document that outlines a business's core competencies, achievements, and unique selling points. It's a marketing tool that can be used to promote a business and its capabilities to potential clients or agencies. A capability statement can be a single page or multiple pages long, depending on its intended use. For this agreement, we commit to creating or enhancing 100 per year, or 200 for the two-year funding period.

#### **Woman Owned Small Business Certifications:**

The EPHCC is a third party certifier, for the SBA's federal Woman Owned Small Business Certification. This certification enables woman or women owned businesses to compete for federal procurement opportunities. The cost of this certification is \$500, and is often a stop gap for smaller, start-up woman owned businesses. This partnership aims to remove this cost as an obstacle to obtaining the certification, and covering the cost of the certification for two certification applications per month, or \$1000.00.

#### **EXHIBIT B**

## PROJECT BUDGET



### Procurement Excellence Boot Camp

BUDGET					
Item		2024-2026			
Procurement Classes		\$ -			
Basic		\$ 47,500.00			
Advanced		\$ 47,500.00			
Contract Services - Instructor		\$ 7,200.00			
Supplies & Misc.		\$ 3,800.00			
Women-Owned Small Business Certification Fee		\$ 24,000.00			
Total Project Expenses	ESPER II	\$ 130,000.00			

#### **EXHIBIT C**

## PERFORMANCE METRICS/MILESTONES



## **Procurement Excellence Boot Camp**Metrics & Milestones

#### **Metric/Milestones:**

These metrics are proposed for the two-year reporting period.

Performance Measures & Goals	Year 1	Year 2	Total
# of Basic Government Contractor trainings sessions	30	30	60
# of Advanced Government Contractor training sessions	30	30	60
Minimum # of Cohort participants in Procurement Excellence Boot Camp Basic	50	50	100
Minimum # of Cohort participants in Procurement Excellence Boot Camp Advanced	50	50	100
# of Capability Statements reviewed and/or created	100	100	200
# of Federal WOSB Certifications processed	24	24	48

#### Reporting/Tracking:

- 1. Reporting will be provided to the City of El Paso at the end of each 6-week cohort to ensure that all goals are being tracked and met. Budget reimbursements will be process monthly, contingent upon meeting the established metrics. The metrics for each item will be presented to the City of El Paso in the following format, and include other information as requested by the City:
  - # of basic and advanced Government Contractor trainings sessions provide the COEP with the sign in sheets from each session and the contact information for the cohort participants.
  - # of Cohort participants Provide the COEP with a copy of certifications issued at the end of the boot camp.

- # of Capability Statements created or enhanced: Provide the COEP with a copy of every completed Capability Statement created or enhanced for cohort members, or any outreach member.
- # of Federal Woman Owned Small Business Certification processed Provide the COEP with a copy of any WOSB certifications processed during the reporting period. Expected is 2 per month.
- If any contractor secures a contract opportunity, reporting will be provided to the COEP.



## **Procurement Excellence Boot Camp**

## Cohort Timeline - Year 1

(December 2024-November 2025)

- Basic sessions, held on Wednesdays
- · Advanced sessions, held on Fridays
- Year 1 five, 6-week series starting in January 2025, and ending in November 2025
- Year 2 five, 6-week series starting in January 2026, and ending in November 2026

#### **Basic Sessions (Year 1)**

- Classes are to be held from 9:00 a.m.-11:00 a.m., or from 1:00 p.m. -3:00 p.m.
- Hybrid (in person with Zoom option)
- Target: 10 businesses per cohort
- Starting January 2025, ending November 2025

#### December 2024:

This month will be spent completing all programming, producing the marketing materials, and outreaching the program.

#### Cohort #1 (January 2025-February 2025):

- 1. Wednesday, January 15-Session #1- Understanding the Government Contracting Lingo
- 2. Wednesday, January 22-Session #2-How to Get Your Business Started in Federal Contracting
- 3. Wednesday, January 29- Session #3- Types of Government Contracts
- 4. Wednesday, February 12-Session #4- Register Your Business with the Government
- 5. Wednesday, February 19-Session #5- Capturing Federal Business
- 6. Wednesday, February 26-Session #6- Small Business Certifications

#### Cohort #2 (March 2025-April 2025):

- 1. Wednesday, March 12-Session #1- Understanding the Government Contracting Lingo
- 2. Wednesday, March 19-Session #2-How to Get Your Business Started in Federal Contracting
- 3. Wednesday, March 26- Session #3- Types of Government Contracts
- 4. Wednesday, April 9-Session #4- Register Your Business with the Government
- 5. Wednesday, April 16-Session #5- Capturing Federal Business
- 6. Wednesday, April 23-Session #6- Small Business Certifications

#### Cohort #3 (May 2025-June 2025):

- 1. Wednesday, May 7-Session #1- Understanding the Government Contracting Lingo
- 2. Wednesday, May 14-Session #2-How to Get Your Business Started in Federal Contracting
- 3. Wednesday, May 21- Session #3- Types of Government Contracts
- 4. Wednesday, June 11-Session #4- Register Your Business with the Government
- 5. Wednesday, June 18-Session #5- Capturing Federal Business
- 6. Wednesday, June 25-Session #6- Small Business Certifications

#### Cohort #4 (July 2025-August 2025):

- 1. Wednesday, July 9 Session #1- Understanding the Government Contracting Lingo
- 2. Wednesday, July 16 Session #2-How to Get Your Business Started in Federal Contracting
- 3. Wednesday, July 23 Session #3- Types of Government Contracts
- 4. Wednesday, August 6 Session #4- Register Your Business with the Government
- 5. Wednesday, August 13 #5- Capturing Federal Business
- 6. Wednesday, August 23 Session #6- Small Business Certifications

#### Cohort #5 (September 2025-October 2025):

- 1. Wednesday, September 10 Session #1- Understanding the Government Contracting Lingo
- 2. Wednesday, September 17 Session #2-How to Get Your Business Started in Federal Contracting
- 3. Wednesday, September 24 Session #3- Types of Government Contracts
- 4. Wednesday, October 8 Session #4- Register Your Business with the Government
- 5. Wednesday, October 15 #5- Capturing Federal Business
- 6. Wednesday, October 22 Session #6- Small Business Certifications

#### November 2025:

#### **Economic Impact and Final Reporting**

#### Advanced Procurement Sessions (Year 1)

- Classes are to be held from 9:00 a.m., or from 1:00 p.m. -3:00 p.m.
- Hybrid (in person with Zoom option)
- Target: 10 businesses per cohort
- Starting December 2024, ending November 2025

#### December 2024:

Marketing & Outreach of program.

#### Cohort #1 (January 2025-February 2025):

- 1. Friday, January 10 -Session #1: Capacity Building
- 2. Friday, January 17 Session #2: Considering "Teaming/Joint Venture" Relationships that are Mutually Beneficial
- 3. Friday, January 24 Session #3: Mentor-Protege Strategy
- 4. Friday, February 7 -Session #4: Showcasing Relationships
- 5. Friday, February 14 -Session #5: Identifying and Responding to Requests for Proposal
- 6. Friday, February 21 Session #6: Next Steps & Certificate Presentation

#### Cohort #2 (March 2025-April 2025):

- 1. Friday, March 7 Session #1: Capacity Building
- 2. Friday, March 14 Session #2: Considering "Teaming/Joint Venture" Relationships that are Mutually Beneficial
- 3. Friday, March 21 Session #3: Mentor-Protege Strategy
- 4. Friday, April 4 -Session #4: Showcasing Relationships
- 5. Friday, April 11 -Session #5: Identifying and Responding to Requests for Proposal
- 6. Friday, April 18 -Session #6: Next Steps & Certificate Presentation

#### Cohort #3 (May 2025-June 2025):

- 1. Friday, May 9 Session #1: Capacity Building
- 2. Friday, May 16 Session #2: Considering "Teaming/Joint Venture" Relationships that are Mutually Beneficial
- 3. Friday, May 23 Session #3: Mentor-Protege Strategy
- 4. Friday, June 13 Session #4: Showcasing Relationships
- 5. Friday, June 20 Session #5: Identifying and Responding to Requests for Proposal
- 6. Friday, June 27 Session #6: Next Steps & Certificate Presentation

#### Cohort #4 (July 2025-August 2025):

- 1. Friday, July 11 Session #1: Capacity Building
- 2. Friday, July 18 Session #2: Considering "Teaming/Joint Venture" Relationships that are Mutually Beneficial
- 3. Friday, July 25 Session #3: Mentor-Protege Strategy
- 4. Friday, August 8 Session #4: Showcasing Relationships
- 7. Friday, August 15 Session #5: Identifying and Responding to Requests for Proposal
- 5. Friday, August 22 Session #6: Next Steps & Certificate Presentation

#### Cohort #5 (September 2025-October 2025):

- 1. Friday, September 12- Session #1: Capacity Building
- 2. Friday, September 19 Session #2: Considering "Teaming/Joint Venture" Relationships that are Mutually Beneficial
- 3. Friday, September 26 Session #3: Mentor-Protege Strategy
- 4. Friday, October 10 Session #4: Showcasing Relationships
- 5. Friday, October 17 Session #5: Identifying and Responding to Requests for Proposal
- 6. Friday, October 24 Session #6: Next Steps & Certificate Presentation

#### November 2025:

**Economic Impact and Final Reporting** 



## **Procurement Excellence Boot Camp**

## Cohort Timeline - Year 2

(December 2025-November 2026)

- Basic sessions, held on Wednesdays
- · Advanced sessions, held on Fridays
- Year 1 five, 6-week series starting in January 2025, and ending in November 2025
- Year 2 five, 6-week series starting in January 2026, and ending in November 2026

#### **Basic Sessions (Year 2)**

- Classes are to be held from 9:00 a.m.-11:00 a.m., or from 1:00 p.m. -3:00 p.m.
- Hybrid (in person with Zoom option)
- Target: 10 businesses per cohort
- Starting January 2026, ending November 2026

#### December 2025:

This month will be spent completing all programming, producing the marketing materials, and outreaching the program.

#### Cohort #1 (January 2026-February 2026):

- 1. Wednesday, January 14-Session #1- Understanding the Government Contracting Lingo
- 2. Wednesday, January 21-Session #2-How to Get Your Business Started in Federal Contracting
- 3. Wednesday, January 28- Session #3- Types of Government Contracts
- 4. Wednesday, February 11-Session #4- Register Your Business with the Government
- 5. Wednesday, February 18-Session #5- Capturing Federal Business
- 6. Wednesday, February 25-Session #6- Small Business Certifications

#### Cohort #2 (March 2026-April 2026):

- 1. Wednesday, March 11-Session #1- Understanding the Government Contracting Lingo
- 2. Wednesday, March 18-Session #2-How to Get Your Business Started in Federal Contracting
- 3. Wednesday, March 25- Session #3- Types of Government Contracts
- 4. Wednesday, April 15-Session #4- Register Your Business with the Government
- 5. Wednesday, April 22-Session #5- Capturing Federal Business
- 6. Wednesday, April 25-Session #6- Small Business Certifications

#### Cohort #3 (May 2026-June 2026):

- 1. Wednesday, May 13-Session #1- Understanding the Government Contracting Lingo
- 2. Wednesday, May 20-Session #2-How to Get Your Business Started in Federal Contracting
- 3. Wednesday, May 27- Session #3- Types of Government Contracts
- 4. Wednesday, June 10-Session #4- Register Your Business with the Government
- 5. Wednesday, June 17-Session #5- Capturing Federal Business
- 6. Wednesday, June 24-Session #6- Small Business Certifications

#### Cohort #4 (July 2026-August 2026):

- 1. Wednesday, July 15 Session #1- Understanding the Government Contracting Lingo
- 2. Wednesday, July 22 Session #2-How to Get Your Business Started in Federal Contracting
- 3. Wednesday, July 29 Session #3- Types of Government Contracts
- 4. Wednesday, August 12 Session #4- Register Your Business with the Government
- 5. Wednesday, August 19 #5- Capturing Federal Business
- 6. Wednesday, August 26 Session #6- Small Business Certifications

#### Cohort #5 (September 2026-October 2026):

- 1. Wednesday, September 16 Session #1- Understanding the Government Contracting Lingo
- 2. Wednesday, September 23 Session #2-How to Get Your Business Started in Federal Contracting
- 3. Wednesday, September 30 Session #3- Types of Government Contracts
- 4. Wednesday, October 14 Session #4- Register Your Business with the Government
- 5. Wednesday, October 21 #5- Capturing Federal Business
- 6. Wednesday, October 28 Session #6- Small Business Certifications

#### November 2026:

#### **Economic Impact and Final Reporting**

#### Advanced Procurement Sessions (Year 2)

- Classes are to be held from 9:00 a.m.-11:00 a.m., or from 1:00 p.m. -3:00 p.m.
- Hybrid (in person with Zoom option)
- Target: 10 businesses per cohort
- Starting December 2025, ending November 2026

#### December 2025:

Marketing & Outreach of program.

#### Cohort #1 (January 2026-February 2026):

- 1. Friday, January 16 -Session #1: Capacity Building
- 2. Friday, January 23 Session #2: Considering "Teaming/Joint Venture" Relationships that are Mutually Beneficial
- 3. Friday, January 30 Session #3: Mentor-Protege Strategy
- 4. Friday, February 13 -Session #4: Showcasing Relationships
- 5. Friday, February 20 -Session #5: Identifying and Responding to Requests for Proposal
- 6. Friday, February 27 Session #6: Next Steps & Certificate Presentation

#### Cohort #2 (March 2026-April 2026):

- 1. Friday, March 13 Session #1: Capacity Building
- 2. Friday, March 18 Session #2: Considering "Teaming/Joint Venture" Relationships that are Mutually Beneficial
- 3. Friday, March 25 Session #3: Mentor-Protege Strategy
- 4. Friday, April 10 -Session #4: Showcasing Relationships
- 5. Friday, April 17 -Session #5: Identifying and Responding to Requests for Proposal
- 6. Friday, April 24 -Session #6: Next Steps & Certificate Presentation

#### Cohort #3 (May 2026-June 2026):

- 1. Friday, May 15 Session #1: Capacity Building
- 2. Friday, May 22 Session #2: Considering "Teaming/Joint Venture" Relationships that are Mutually Beneficial
- 3. Friday, May 29 Session #3: Mentor-Protege Strategy
- 4. Friday, June 12 Session #4: Showcasing Relationships
- 5. Friday, June 19 Session #5: Identifying and Responding to Requests for Proposal
- 6. Friday, June 26 Session #6: Next Steps & Certificate Presentation

#### Cohort #4 (July 2026-August 2026):

- 1. Friday, July 17 Session #1: Capacity Building
- 2. Friday, July 24 Session #2: Considering "Teaming/Joint Venture" Relationships that are Mutually Beneficial
- 3. Friday, July 31 Session #3: Mentor-Protege Strategy
- 4. Friday, August 14 Session #4: Showcasing Relationships
- 7. Friday, August 21 Session #5: Identifying and Responding to Requests for Proposal
- 5. Friday, August 28 Session #6: Next Steps & Certificate Presentation

#### Cohort #5 (September 2026-October 2026):

- 1. Friday, September 11- Session #1: Capacity Building
- 2. Friday, September 18 Session #2: Considering "Teaming/Joint Venture" Relationships that are Mutually Beneficial
- 3. Friday, September 25 Session #3: Mentor-Protege Strategy
- 4. Friday, October 16 Session #4: Showcasing Relationships
- 5. Friday, October 23 Session #5: Identifying and Responding to Requests for Proposal
- 6. Friday, October 30 Session #6: Next Steps & Certificate Presentation

#### November 2026:

**Economic Impact and Final Reporting** 

## El Paso, TX

## Legislation Text

File #: 24-1602, Version: 1

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

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

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

Discussion and action on the Resolution that the City reviewed and approves the issuance of the Contract Tax Revenue Bonds, Series 2025 by Paseo Del Este Municipal Utility District No. 1 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

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

**DEPARTMENT:** City Manager's Office

AGENDA DATE: December 3, 2024

**PUBLIC HEARING DATE: N/A** 

CONTACT PERSON NAME AND PHONE NUMBER: Robert Cortinas, Chief Financial Officer (915) 212-1067

**DISTRICT(S) AFFECTED:** All Districts

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

SUBGOAL: 6.5

#### SUBJECT:

Discussion and action on the resolution that the City reviewed and approves the issuance of the Contract Tax Revenue Bonds, Series 2025 by Paseo Del Este Municipal Utility District No. 1 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

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

On December 3, 2002 the City Council of the City of **EI** Paso ('City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of **EI** Paso's Extraterritorial Jurisdiction. The City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable.

#### PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

DEPARTMENT HEAD:

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

#### RESOLUTION

WHEREAS, on December 3, 2002 the City Council of the City of El Paso (City) consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 (Districts) in the City of El Paso's Extraterritorial Jurisdiction; and

WHEREAS, the City's consent to the creation of the Districts was subject to several conditions; and

WHEREAS, one of the City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable; and

WHEREAS, Paseo Del Este Municipal District No. One (M.U.D. No. 1) requested review and approval of the issuance of the Contract Tax Revenue Bonds, Series 2025 Bonds by M.U.D. No. 1 (Series 2025 Bonds); and

WHEREAS, the City reviewed the proposed issuance of Series 2025 Bonds by M.U.D. No. 1 and desires to approve the issuance of the bonds.

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

DAVOE

That the City reviewed and approves the issuance of the Contract Tax Revenue Bonds, Series 2025 Bonds, in the estimated amount of \$4,500,000, by Paseo Del Este Municipal Utility District No. 1, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

APPROVED THIS	DAY OF	2024.
		CITY OF EL PASO:
ATTEST:		Oscar Lesser Mayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Juan S. Gonzalez Senior Assistant City Attorney		Robert Cortinas Chief Financial Officer

#### PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_\_, 2024

In the opinion of Bond Counsel to the District, interest on the Bonds will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions on the date thereof, subject to the matters described under "TAX EXEMPTION" herein, including the alternative minimum tax on certain corporation.

THE MASTER DISTRICT EXPECTS TO DESIGNATE THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS. SEE "TAX-EXEMPTION - QUALIFIED TAX-EXEMPT OBLIGATIONS FOR FINANCIAL INSTITUTIONS."

**NEW ISSUE - Book Entry Only** 

## \$4,500,000 PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1 (A political subdivision of the State of Texas located within El Paso County) CONTRACT TAX REVENUE BONDS, SERIES 2025

Ratings: S&P: "\_\_\_"
"Stable Outlook"
(See "RATING:
"Municipal Bond Rating" Herein)

Dated: January 1, 2025

Due: August 15, as shown below

The Pasco del Este Municipal Utility District No. 1 (the "District" or "Master District") serves as the Master District (in such capacity, the

The Paseo del Este Municipal Utility District No. 1 (the "District" or "Master District") serves as the Master District (in such capacity, the "Master District") pursuant to each "Amended and Restated Contract for the Financing and Operation of Regional Water, Wastewater and Drainage Facilities" entered into between the Master District (collectively, the "Master District Contract") and the ten other districts in the Paseo del Este development in eastern El Paso County, Texas (the "County), known as Paseo del Este Municipal Utility District Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 (those ten districts and the Master District being collectively referred to as the "Participant District" or "Participants" and individually as a "Participant District") for the Master District to coordinate the development of the water, sanitary sewer and drainage facilities to serve the area within all eleven Participant Districts (sometimes referred to herein as the "Service Area" or "Paseo del Este").

The \$4,500,000 Contract Tax Revenue Bonds, Series 2025 (the "Bonds"), are special limited obligations of the Master District payable solely from and to the extent of payments required to be made to the Master District by the Participant Districts (the "Pledged Contract Payments") from proceeds of an annual ad valorem contract tax, without limit as to rate or amount, levied by each Participant District for its share of debt service on the Bonds as set forth in the Master District Contract as described under "THE MASTER DISTRICT CONTRACT." The Bonds are limited obligations of the Master District payable solely from the Pledged Contract Payments pursuant to an Indenture of Trust (the "Indenture" or the "Trust Indenture") by and between the Master District and BOKF, NA, Dallas, Texas (the "Trustee") and are not obligations of the State of Texas; the City of El Paso, Texas; the County or any other entity other than the Master District. See "RISK FACTORS" and "THE BONDS – Source of and Security for Payment."

Principal of the Bonds will be payable at the stated maturity or redemption upon presentation of the Bonds at the principal payment office of the paying agent/registrar, initially BOKF, NA, (the "Paying Agent/Registrar") in Dallas, Texas. Interest on the Bonds will accrue from the date of delivery of the Bonds (expected to be January 15, 2025), and is payable on August 15, 2025 and on each February 15 and August 15 thereafter until the earlier of maturity or redemption. The Bonds will be issued only in fully registered form in denominations of \$5,000 each or integral multiples thereof. Interest will be calculated on the basis of a 360 day year of twelve 30 day months. The Bonds are subject to redemption prior to maturity as shown below.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. See "BOOK-ENTRY- ONLY SYSTEM."

#### See "MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS" on inside cover page.

The Bonds constitute the first series of contract tax revenue bonds issued by the Master District. See "APPENDIX A – CERTAIN FINANCIAL INFORMATION REGARDING THE PARTICIPANT DISTRICTS" which describes the amount of authorized but unissued unlimited tax bonds for each Participant District. The Bonds, when issued, will constitute valid and legally binding special limited obligations of the Master District. The Master District Contract limits the maximum aggregate principal amount of contract tax revenue bonds to be issued by the Master District to \$70,000,000. Therefore, after issuance of the Bonds, the Master District will have authority to issue \$65,500,000 of additional contract tax revenue bonds. See "THE BONDS – Source of Payment."

The Bonds are offered by the Initial Purchaser subject to prior sale, when, as and if issued by the Master District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel. Certain legal matters will be passed upon for the Master District by Locke Lord LLP, Dallas, Texas as Disclosure Counsel. Delivery of the Bonds through the facilities of DTC is expected on or about January 15, 2025.

BIDS DUE:	, 2024 at 8:00 A.M., Mountain Time in El Paso, Texas
BID AWARD:	2024 at 10:30 A.M., Mountain Time in El Paso, Texas

#### MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS

			Initial					Initial	
Due	Principal	Interest	Reoffering	CUSIP	Due	Principal	Interest	Reoffering	CUSIP
Aug. 15	Amount (a)	Rate	Yield (b)	Number (d)	Aug. 15	Amount (a)	Rate	Yield (b)	Number (d)
2025	\$ 95,000				2038	\$ 245,000			
2026	130,000				2039	260,000			
2027	135,000				2040	275,000			
2028	145,000				2041	290,000			
2029	150,000				2042	305,000			
2030	160,000				2043	320,000			
2031	170,000				2044	340,000			
2032	180,000				2045	360,000			
2033	190,000				2046	375,000			
2034	200,000				2047	400,000			
2035	210,000				2048	420,000			
2036	220,000				2049	445,000			
2037	235,000								

<sup>(</sup>a) The Initial Purchasers (as defined herein) may designate on or more maturities as term bonds. See accompanying "OFFICIAL NOTICE OF SALE" and "OFFICIAL BID FORM."

<sup>(</sup>b) Initial reoffering yield represents the initial offering yield to the public which has been established by the Initial Purchaser for offers to the public and which may be subsequently changed by the Initial Purchaser and is the sole responsibility of the Initial Purchaser.

<sup>(</sup>c) Bonds maturing on or after August 15, 20 are subject to redemption prior to maturity at the option of the Master District, in whole or, from time to time in part, on August 15, 20, or on any date thereafter, at a price equal to the par value thereof plus accrued interest from the most recent interest payment date to the date fixed for redemption. See "THE BONDS – Redemption Provisions."

<sup>(</sup>d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the Master District nor the Initial Purchaser shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

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The cover page hereof, this page, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

#### USE OF INFORMATION IN OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Master District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Terrill & Waldrop, 810 West 10<sup>th</sup> Street, Austin, Texas 78701 upon payment of duplication costs.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Master District or other matters described herein since the date hereof. However, the Master District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the Master District and, to the extent that information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Initial Purchaser and thereafter only as specified in "PREPARATION OF OFFICIAL STATEMENT-Updating the Official Statement."

#### OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information appearing elsewhere in this Official Statement.

#### THE FINANCING

The Issuer	Paseo del Este Municipal Utility District No. 1 (the "District" or the "Master District"), a political subdivision of the State of Texas (the "State"), is located in El Paso County, Texas (the "County"). See "THE MASTER DISTRICT."
The Bonds	The \$4,500,000 Contract Tax Revenue Bonds, Series 2025 (the "Bonds") will be issued as fully registered bonds in denominations of \$5,000 each or integral multiples thereof, maturing on August 15 in each of the years and in the amounts set forth on the cover hereof. Interest on the Bonds accrues from the date of initial delivery of the Bonds (expected to be January 15, 2025) and is payable on August 15, 2025 and on each February 15 and August 15 thereafter until the earlier of maturity or prior redemption.
Authority for Issuance	The Bonds are issued pursuant to the Master District Contract (as defined herein), elections

held in each Participant District (including the Master District) approving the Master District Contract and the levy of the Contract Tax, the Indenture (as defined herein) the Bond Resolution, an Order of the TCEQ approving the issuance of the Bonds, Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, as amended. See "THE BONDS—Authority for Issuance."

part, at the option of the Master District, prior to their maturity dates, on August 15, 20, or on any date thereafter. Upon redemption, the Bonds will be payable at a price of par plus accrued interest to the date of redemption. See "THE BONDS - Redemption Provisions."

Source of Payment and Security...... Principal of and interest on the Bonds are payable from and secured by an unconditional obligation made severally by the Master District and Paseo del Este Municipal Utility District Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 (those ten districts and the Master District being collectively referred to as the "Participant Districts" or "Participants" and individually as "Participant District No. -") pursuant to each "Amended and Restated Contract for Financing and Operation of Water, Wastewater and Drainage Facilities," as amended (the "Master District Contract") entered into between the Master District and each Participant District to make payments to the Master District to pay each Participant District's Pro Rata Share (as defined herein) of the debt service payments on Master District Bonds (as defined herein) (collectively the "Pledged Contract Payments"). Under the Master District Contract, each Participant District has agreed to levy and collect each year an ad valorem tax on all taxable property within such Participant District, without limit as to rate or amount (the "Contract Tax"), to make payments to the Master District for the Participant District's Pro Rata Share of (i) any operating deficits incurred by the Master District and (ii) the debt service on any bonds issued by the Master District for Master District System Facilities payable from the Contract Tax, including the Bonds and any additional contract tax revenue bonds (including contract tax revenue refunding bonds) issued by the Master District ("Master District Bonds" or "Contract Tax Revenue Bonds"), with the Participant District's pro rata share based on the Participant District's total taxable assessed valuation as compared to the total taxable assessed valuation in all eleven Participant Districts (such pro rata share may be referred to herein as the "Pro Rata Share"). The Bonds are further secured by a Debt Service Fund (as hereinafter defined) held by the Trustee (as hereinafter defined) pursuant to the terms of the Indenture (as hereinafter defined). The Bonds are further secured by an Indenture of Trust (the "Indenture" or the "Trust Indenture") from the Master District with BOKF, NA, Dallas, Texas, as trustee (the "Trustee"). Pursuant to the Indenture, the Master District has assigned to the Trustee for the benefit of the owners of Master District Bonds under the terms of the Indenture all of the Master District's right, title and interest in and to the Pledged Contract Payments under the Master District Contract, and the Trustee has the right to enforce all of the Master District's rights and remedies with respect to the Pledged Contract Payments under the Master District Contract in the event of a default on Master District Bonds. Under the Indenture and pursuant to the Bond Resolution, the Trustee will establish and maintain a debt service fund to collect and deposit the Pledged Contract Payments in sufficient amounts for payment of the principal of and interest on Master District Bonds as such becomes due (the "Debt Service Fund"). See "THE BONDS—Funds" and "THE INDENTURE OF TRUST."

THE BONDS ARE LIMITED OBLIGATIONS OF THE MASTER DISTRICT. PAYABLE SOLELY FROM CERTAIN PLEDGED CONTRACT PAYMENTS OF EACH PARTICIPANT DISTRICT AND CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE, AND ARE NOT OBLIGATIONS OF THE STATE, THE CITY OF EL PASO, TEXAS (the "CITY"), THE COUNTY, OR ANY OTHER POLITICAL SUBDIVISION OR AGENCY. See "THE SYSTEM - Master District Contract" and "THE BONDS - Source of and Security for Payment."

Issuance of Additional Debt......Pursuant to the Master District Contract, the Master District is authorized to issue additional contract tax revenue bonds to acquire, construct, improve or expand Master District System Facilities necessary to serve the Participant Districts, or to make payment for other authorized purposes, in accordance with the terms of the Master District Contract and without the approval or consent of the Participant Districts. The Master District Contract limits the maximum aggregate principal amount of contract tax revenue bonds to be issued by the Master District to \$70,000,000. Therefore, after issuance of the Bonds, the Master District will have authority to issue \$65,500,000 of additional contract tax revenue bonds. Any additional contract tax revenue bonds would be on parity with the Bonds and the Indenture does not contain restrictions on the issuance of such additional contract tax revenue bonds. See "THE BONDS - Issuance of Additional Debt."

site improvements, to serve as the Master District Office Building (the "Building" or the "Office Building"). The Building will provide equipment storage space and offices for the management and operations staff, stations for receipt of utility bill payments and a conference room for conducting monthly Board meetings for each of the Participant Districts. Proceeds of the Bonds will also be used to: pay months of capitalized interest on the Bonds, and pay costs of issuance associated with the Bonds. See "THE SYSTEM - Use and Distribution of Bond Proceeds."

Payment History......The Master District has not previously issued any contract tax revenue bonds. The Master District has never defaulted in payments of principal of or interest on its bonded indebtedness (namely, three series of unlimited tax bonds issued as a Participant District).

*Qualified Tax-Exempt* 

financial institutions. See "TAX EXEMPTION - Qualified Tax Exempt Obligations for FinancialInstitutions."

Municipal Bond Rating and

Municipal Bond Insurance......S&P Global Ratings, a division of S&P Global, Inc. ("S&P) has assigned an underlying credit rating of "to the Bonds (see "RATING - Municipal Bond Rating"). The Master District has not applied for municipal bond insurance.

General Counsel ......Terrill & Waldrop, Austin, Texas.

Bond Counsel.......McCall, Parkhurst & Horton L.L.P., Austin, Texas.

Disclosure Counsel.....Locke Lord LLP, Dallas, Texas.

Financial Advisor ......Hilltop Securities, Inc., El Paso, Texas and Dallas, Texas.

Engineer ......TRE & Associates, LLC, Austin, Texas and El Paso, Texas.

purchasers are urged to examine carefully the entire Official Statement for a discussion of investment risks, including particularly the section captioned "RISK FACTORS."

#### THE MASTER DISTRICT

planned development known as "Paseo del Este." Paseo del Este consists of approximately 4,362 total acres located in the County, approximately 15 miles east of the central area of the City. Paseo del Este is located north of Interstate Highway 10 and east of Loop 375. Eastlake Boulevard provides access to the Master District. From Interstate Highway 10, exit Eastlake Boulevard and proceed east on Eastlake Boulevard. Paseo del Este lies within the exclusive extraterritorial jurisdiction of the City. Paseo del Este includes the Participant Districts. The Master District was created by division of Paseo del Este Municipal Utility District (the "Original District") pursuant to a division order adopted by the Original District on March 27, 2003, and operates pursuant to Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the "Act") and Chapters 49 and 54, Texas Water Code. Prior to division, Paseo del Este Municipal Utility District was created as a Conservation and Reclamation District on May 29, 1997 by the Act. See "AERIAL PHOTOGRAPH" herein.

Master District Contract .....

The Master District serves as the Master District pursuant to the Master District Contract entered into between the Master District and each Participant District in Paseo del Este, with the Master District responsible for coordinating the development of the water, sanitary sewer and drainage facilities to serve the area within the Participant Districts. Under the Master District Contract, the Master District will acquire, construct, own and operate the Regional Facilities to serve the area within the Participant Districts; each Participant District will acquire, construct and own its own Internal Facilities serving only the land within it and lease the Internal Facilities to the Master District for operation; and the Master District will provide retail water and wastewater service to all retail customers in the Participant Districts. Under the Master District Contract, each Participant District has agreed to levy and collect the Contract Tax to make payments to the Master District for the Participant District's Pro Rata Share of (i) any operating deficits incurred by the Master District and (ii) the debt service on any Master District Bonds. See "THE BONDS – SOURCE OF AND SECURITY FOR PAYMENT," "TAX DATA — Contract Tax" and "THE MASTER DISTRICT CONTRACT."

Status of Development in the Participant Districts .....

The Participant Districts are being developed primarily for single family residential, commercial and industrial purposes, and are within the Paseo del Este development ("Paseo del Este which may also referred to herein as the "Service Area" when referring to Paseo del Este as the area served by the Master District"). Paseo del Este is being developed primarily by Hunt Communities Group, Inc. ("Hunt") and certain affiliates thereof including Hunt Mission Ridge, LLC, Paseo Partners, LP, Hunt Peyton Estates and Hunt Emeralds, LLC, and B&G/Sunrise Joint Venture ("B&G") and is planned to include approximately 4,300 acres of land. The land in Paseo del Este was purchased from the Texas General Land Office by Hunt and affiliates thereof and B&G in a series of transactions between 1998 and 2020. As of September 30, 2024, approximately 11,477 single family residential lots have been developed, 10,112 homes are completed or are in various stages of construction and 1,365 lots completed but on which construction of homes has not begun within Paseo del Este.

Participant Districts have been developed by Hunt- Paseo Partners. The activities of Hunt and its affiliates include development, construction, consulting and advisory. Water, sewer and drainage facilities to serve commercial portions within the Master District have been acquired or constructed by Hunt- Paseo Partners, B&G, Northtowne Village, Joint Venture Pellicano 121 Development, LLC and EP Summit Investments, LLC. Hunt- Paseo Partners, B&G, Northtowne Village, Joint Venture Pellicano 121 Development, LLC and EP Summit Investments, LLC are collectively referred to herein as the "Developer." See "THE DEVELOPER.'

Master District System Facilities.....The Master District, in its capacity as regional provider of the water, wastewater and storm drainage services has contracted with each of the Participant Districts to construct and/or provide such services from the Master District Facilities as necessary to serve the Participant Districts (hereinafter referred to as the "Master District System Facilities" or the "Master District Facilities." See "THE SYSTEM — Master District Facilities" and "THE MASTER DISTRICT CONTRACT."

#### SELECTED FINANCIAL INFORMATION

Assessed Valuations of the Participants Districts

	Tax Year 2024	Percent		Tax	x Year 2024		Percent
District	Taxable Assessed Valuation	(a) of Total	District	Taxable A	Assessed Valua	tion (a)	of Total
MUD 1	\$801,652,566	24.72%	MUD 7	24	10,125,214		7.40%
MUD 2	242,474,727	7.48%	MUD 8	32	21,837,344		9.92%
MUD 3	330,260,790	10.18%	MUD 9	27	74,625,438		8.47%
MUD 4	107,298,594	3.31%	MUD 10	35	56,814,408		11.00%
MUD 5	259,414,229	8.00%	MUD 11	9	0,134,340		2.78%
MUD 6	218,296,000	6.73%					
Total of Particip	ant Districts			\$3,2	242,933,650		100%
Direct Debt:							(h)
	the issuance of the Bonds) ("Gross					15,875,0	
	1F ( , 10 1 ; D1)					110,037,6	
Gross Debt Outstanding an	nd Estimated Overlapping Debt					125,912,6	32
Ratio of Gross Direct Debt Ou	tstanding to Tax Year 2024 Taxab	le Assessed Valu	ation of the Partic	ipant Districts		0.4	9%
	tstanding and Estimated Overlappi	C	S			2.0	00/
Debt to Tax Year 20	24 Taxable Assessed Valuation of	the Participant I	Districts			3.8	8%
•	Requirements (2025 - 2049) of the				\$	450,3	41 <sup>(d)</sup>
	cted Average Requirement based t ed Valuation of the Participant Dis	•				0.0	142 /\$100 A.V. <sup>(e)</sup>
Tax Year 2024 Tax Rates p	er \$100						
of Assessed Value of Pa	rticipant Districts: MUD 1		MUD 3	MUD 4	MUD 5	MUD 6	<u> </u>
Debt Service		\$ 0.3550	\$ 0.2245	\$ 0.4349	\$ 0.2885	\$ 0.430	00
Contract	0.2900	0.2900	0.2900	0.2900	0.2900	0.29	00
Maintenance and Operation	s	0.0858	0.1792	0.0251	0.1067	0.030	00_
Total	\$ 0.7500	\$ 0.7308	\$ 0.6937	\$ 0.7500	\$ 0.6852	\$ 0.750	00
Tax Year 2024 Tax Rates	per \$100						
of Assessed Value of Pa	articipant Districts: MUD 7	7 MUD 8	MUD 9	MUD 10	MUD 11		
	\$ 0.369	\$ 0.2035	\$ 0.2117	\$ 0.2380	\$ 0.4223	•	
Contract				0.2900	0.2900		
Maintenance and Operation			0.2033	0.1311	0.0300		
*	\$ 0.689		\$ 0.7050	\$ 0.6591	\$ 0.7423	<u>-</u>	

- (a) As certified by the El Paso Central Appraisal District (the "Appraisal District"). Represents the assessed taxable valuation within the District as of January 1, 2024. See "TAX PROCEDURES."
- (b) Includes the Bonds and \$11,375,000 in Ad Valorem Tax Debt as of October 31,2024 for Paseo del Este MUD #1 as a Participant District.
- (c) See "ESTIMATED OVERLAPPING DEBT STATEMENT" herein.
- (d) See "PRO-FORMA DEBT SERVICE REQUIREMENTS."
- (e) Such amount includes proceeds of an annual ad valorem contract tax without limit as to rate or amount levied by each Participant District and paid to the Master District (as Master District) pursuant to the Master District Contract. See "RISK FACTORS District Operations and Contract Tax" and "TAX DATA Contract Tax."

Status of Development in the Participant Districts as of September 30, 2024

	Total	Homes	Vacant	Homes Under	Irrigation	
Participant District	Acreage	Occupied	Homes	Construction	Connections	Commercial
MUD 1	777.5	358	10	5	59	102
MUD 2	380.5	689	5	124	7	0
MUD 3	411.4	1262	4	0	13	1
MUD 4	318.3	386	2	194	15	3
MUD 5	456.7	1008	5	2	15	19
MUD 6	383.3	824	5	73	12	5
MUD 7	323.6	934	7	101	15	10
MUD 8	372.6	1326	6	3	7	0
MUD 9	260.1	1127	4	8	3	0
MUD 10	414.4	1215	4	29	15	10
MUD 11	263.6	390	2	0	0	0
Total	4,362	9,519	54	539	161	150

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#### PRELIMINARY OFFICIAL STATEMENT

#### \$4,500,000

#### PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1

(A political subdivision of the State of Texas located within El Paso County)

#### **CONTRACT TAX REVENUE BONDS, SERIES 2025**

This Official Statement provides certain information in connection with the issuance by Paseo del Este Municipal Utility District No. 1 (the "District" or, in its capacity as the Master District pursuant to the Master District Contract, the "Master District") of its \$4,500,000 Contract Tax Revenue Bonds, Series 2025 (the "Bonds").

The Bonds are issued pursuant to the Texas Constitution, Article XVI, Section 59 of the Texas Constitution, and the general laws of the State of Texas, including particularly Chapters 49 and 54 of the Texas Water Code, election held within the Master District and the other Participant Districts (herein defined), a resolution authorizing the issuance of the Bonds (the "Bond Resolution") adopted by the Board of Directors of the Master District (the "Board"), the Indenture of Trust between the Master District and BOKF, NA (the "Trustee") (the "Indenture" or the "Trust Indenture"), and an order of the Texas Commission on Environmental Quality (the "TCEQ").

This Official Statement includes descriptions, among others, of the Bonds and the Bond Resolution, and certain other information about the Master District and the Developer of land within the Service Area. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from Terrill & Waldrop, 810 West 10<sup>th</sup> Street, Austin, Texas 78701 upon payment of the costs of duplication therefor.

#### RISK FACTORS

#### General

The Bonds are limited obligations of the Master District and are not obligations of the State of Texas (the "State"); El Paso County, Texas (the "County"); the City of El Paso, Texas (the "City"); or any entity other than the Master District. The Bonds are payable solely from and to the extent of the Pledged Contract Payments (as defined herein). The obligations of the Participant Districts (as defined herein) to make Pledged Contract Payments are several, not joint, obligations pro-rated among the Participant Districts based upon the proportion of the assessed valuation of property within their respective boundaries to the total assessed valuation of the Participant Districts. No Participant District is obligated to pay the Pledged Contract Payments allocated to any other Participant District. The security for payment of the principal of and interest on the Bonds, therefore, depends on the ability of each Participant District to collect annual ad valorem taxes (without limit as to rate or amount) levied on taxable property within its boundaries sufficient to pay its Pledged Contract Payments. Taxes collected by each Participant District are allocated between Pledged Contract Payments which are the source of payment of the Bonds and other ad valorem taxes levied by such Participant District without priority of taxes levied for one purpose over taxes levied for any other purpose.

The collection by each Participant District of delinquent taxes owed to it and the enforcement by the registered owners of the Bonds (the "Registered Owners") of the Participant Districts obligation to collect sufficient taxes, if required, may be a costly and lengthy process. The Master District does not make any representations that continued development of taxable property within the Participant Districts will accumulate or maintain taxable values sufficient to justify continued payment of taxes by property owners or that there will be a market for the property, if such property is foreclosed upon by a Participant District for nonpayment of taxes. The Master District makes no representations that over the life of the Bonds the property within the Participant Districts will maintain a value sufficient to justify continued payment of taxes by the property owners. The potential increase in taxable valuation of property in the Participant Districts is directly related to the economics of the commercial and residential industry, not only due to general economic conditions, but also due to the particular factors discussed below. See "Registered Owners' Remedies and Bankruptcy Limitations" below, "THE BONDS – Source of and Security of Payment," and "APPENDIX A – CERTAIN FINANCIAL INFORMATION REGARDING THE PARTICIPANT DISTRICTS."

#### **Dependence on Principal Taxpayers**

Each Participant District's tax base is concentrated in a small number of taxpayers. As reflected in this Official Statement under "Appendix A." Paseo del Este's top principal taxpayers in 2024 owned approximately 24.31% of the assessed value of property in Paseo del Este. The Master District cannot represent that the Participant Districts' tax base will in the future be (i) distributed among a significantly larger number of taxpayers or (ii) less concentrated in property owned by a relatively small number of property owners than it is currently. Failure by one or more of the Participant Districts principal property owners to make full and timely payments of taxes due may have an adverse effect on the investment quality or security of the Bonds. If any one or more of any Participant District's principal taxpayers did not pay taxes due, the respective Participant District might need to levy additional taxes or use other debt service funds available to meets its debt service requirements, the availability of which is uncertain. See "RISK FACTORS – Tax Collection Limitations."

The Master District can make no representation that the taxable property values in the Participant Districts will increase in the future or will maintain a value sufficient to support the proposed Participant Districts tax rate or to justify continued payment of taxes by property owners in the respective Participant District.

#### **Factors Affecting Taxable Values and Tax Payments**

Economic Factors and Interest Rates: A substantial percentage of the taxable value of the Participant Districts results from the current market value of single-family residences, undeveloped land and developed lots which are currently being marketed by the Developer (as defined herein) to builders for the construction of primary residences. The market value of such homes and lots is related to general economic conditions affecting the demand for residences. Demand for lots of this type and the construction of residential dwellings thereon can be significantly affected by factors such as interest rates, credit availability (see "Credit Markets and Liquidity in the Financial Markets" below), construction costs, energy availability and the prosperity and demographic characteristics of the urban center toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the Participant Districts or could adversely impact such values. See "THE MASTER DISTRICT AND THE PARTICIPANT DISTRICTS - Status of Development."

Future development and construction in the Participant Districts are highly dependent on the availability of financing. Lenders generally have become more selective in making real estate loans throughout the nation, including in Texas. Because of the numerous and changing factors affecting the availability of funds, the Master District is unable to assess the future availability of such funds to potential home builders and home purchasers in the Participant Districts.

Credit Markets and Liquidity in the Financial Markets: Interest rates and the availability of mortgage and development funding have a direct impact on the construction activity, particularly short-term interest rates at which the Developer is able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the Participant Districts. Because of the numerous and changing factors affecting the availability of funds, the Master District is unable to assess the future availability of such funds for continued construction within the Participant Districts. In addition, since Paseo del Este is located approximately 15 miles east of the central downtown business district of the City, the success of development within the Participant Districts and growth of the Participant Districts' taxable property values are, to a great extent, a function of the El Paso metropolitan and regional economies and national credit and financial markets. A downturn in the economic conditions in the El Paso area and/or decline in the nation's real estate and financial markets could continue to adversely affect development and home-building plans in the Participant Districts and restrain the growth of each Participant District's property tax base.

Competition: The demand for and construction of single-family homes in the Participant Districts, which is 15 miles east from downtown El Paso, could be affected by competition from other residential developments, including other residential developments located in the northwestern, northeastern and far eastern portion of the El Paso area market. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the Participant Districts. Such homes could represent additional competition for new homes proposed to be sold within the Participant Districts.

The competitive position of the builders in the sale of single-family residential homes within the Participant Districts is affected by most of thefactors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the Participant Districts and tax revenues to be received by the Participant Districts. The Master District can give no assurance that building and marketing programs in the Participant Districts by the Developer will be implemented or, if implemented, will be successful.

Landowner Obligation to the Participant Districts: There are no commitments from or obligations of any developer or any landowner to the Participant Districts to proceed at any particular rate or according to any specified plan with the construction of improvements in the Participant Districts, and there is no restriction on any landowner's right to sell its land. Failure to develop undeveloped land or construct taxable improvements on developed lots or developed tracts of land would restrict the rate of growth of taxable values in the Participant Districts. The Master District cannot and does not make any representations that over the life of the Bonds, taxable property within the Participant Districts will increase or maintain its taxable value. See "Undeveloped Acreage" below.

Dependence on Principal Taxpayers in the Participant Districts: The ability of any principal taxpayer to make full and timely payments of taxes levied against its property by the Participant Districts and similar taxing authorities will directly affect the Master District's ability to meet its debt service obligations (and the affected Participant Districts to meet theirs). If, for any reason, any one or more principal taxpayers in the Participant Districts do not pay taxes due or do not pay in a timely manner, the Master District (and the affected Participant Districts) may need to use other funds available for debt service purposes. However, the Master District has not covenanted in the Bond Resolution or the Indenture, nor is it required by Texas law, to maintain any particular balance in its Debt Service Fund or any other funds to allowfor any such delinquencies. Therefore, failure by one or more principal taxpayers in the Participant Districts to pay their taxes on a timely basis in amounts in excess of the Master District's (or affected Participant Districts') available funds could have a material adverse effect upon the Master District's ability to pay debt service on the Bonds on a current basis. See "Appendix A"

Impact on District Tax Rates: Assuming no further development, the value of the land and improvements currently within the Participant Districts will be the major determinant of the ability or willingness of Participant Districts' property owners to pay their taxes. The 2024 Taxable Assessed Valuation (the "2024 Taxable Assessed Valuation") of all taxable property located within the Participant Districts (see "SELECTED FINANCIAL INFORMATION") is \$3,242,933,650. After issuance of the Bonds, the projected maximum annual debt service requirement will be \$338,925 (2045) (the "Maximum Annual Debt Service Requirement") and the projected average annual debt service requirement will be \$336,684 (2025-2049) (the "Average Annual Debt Service Requirement"). Assuming no increase or decrease from the 2024 Taxable Assessed Valuation and no use of funds other than tax collections, a tax rate of \$0.0107 per \$100 assessed valuation at a 98% collection rate would be necessary to pay the projected Maximum Annual Debt Service Requirement of \$338,925 and a tax rate of \$0.0106 per \$100 assessed valuation at a 98% collection rate would be necessary to pay the projected Average Annual Debt Service Requirement of \$336,684 (see "SELECTED FINANCIAL INFORMATION"). The preceding information relating to tax rates and collections is calculated based on the 2024 Taxable Assessed Valuation for the Participant Districts. No assurance can be given as to the final assessed valuation in the Participant Districts, and no taxes will be levied, and no tax rate will be set, until the assessed valuation in the Participant Districts are certified. The 2024 Taxable Assessed Valuation is subject to change. Such calculated rates may be higher than tax rates presently being levied in utility districts in the general vicinity of the Participant Districts. Although calculations have been made regarding average and maximum tax rates necessary to pay the debt service on the Bonds based upon the 2024 Taxable Assessed Valuation, the Master District can make no representations regarding the future level of assessed valuation within the Participant Districts. Increases in the tax rate may be required in the event the Participant Districts assessed valuation does not continue to increase or in the event principal taxpayers do not pay their respective District taxes timely. Increases in taxable values depend primarily on the continuing construction and sale of homes and other taxable improvements within each Participant District. See "TAX PROCEDURES," and "TAX DATA – Projected Tax Adequacy for Debt Service."

#### Undeveloped acreage

There are approximately 3,438.5 developable acres of land within the Participant Districts, of which 113.9 have not been provided with internal water distribution, wastewater collection and/or storm drainage facilities, including water quality facilities, necessary to the construction of taxable improvements. There are \_\_\_\_ acres of land within the Participant Districts which have been provided with Master Facilities for water distribution, wastewater collection and/or storm drainage facilities, including water quality facilities. The Master District makes no representations as to when or if such development will occur.

#### **District Operations and Contract Tax**

The Master District Contract(s) between the District (as Master District) and each of the other Participant Districts designates the District as the Master District and provides that the Master District will own or lease all Master District System Facilities and Participant District Internal Facilities and use them to provide retail water and wastewater service to retail customers inside each Participant District's boundaries, including the Master District. As consideration for the right to provide such retail service, the District, acting in its capacity as the Master District, has agreed to pay each of the other Participant District's administrative expenses to manage each Participant District pursuant to a budget process outlined below. The Master District Contract provides that each Participant District will submit annually a budget for its administrative expenses to the Master District for review and approval by the Master District. Once approved, all such expenses will be paid by the Master District. A Participant District's budget must be approved by the Master District if it is no more than 10% higher than the average of the annual budgets of the Participant Districts Nos. 2-11. To date, each of the Participant District's annual budgets have all been approved by the Master District.

The Master District Contract provides that the Master District will annually budget for and pay the costs (i) to administer, operate and maintain the Master District System, (ii) to provide water, wastewater, drainage and other services to retail customers within the Service Area and (iii) to pay the approved administrative expenses of the Participant Districts. If the Master District's revenues from its retail customers in the Service Area are insufficient to pay all of annually budgeted costs, the resulting deficit will be paid by all Participant Districts (including the Master District) from the proceeds of the Contract Tax (as defined under "THE BONDS – Source of and Security for Payment"). A Participant District's pro rata share of the deficit each year is determined by multiplying the deficit by a fraction, the numerator of which is the Participant District's taxable assessed valuation for the year and the denominator of which is the total of the taxable assessed valuations in all the Participant Districts (including the Master District). See "THE MASTER DISTRICT CONTRACT."

#### **Overlapping Debt and Tax Rates**

The Master District and each Participant District may each independently issue additional debt that may change the Participant Districts' projected tax rates in the future. See "Estimated Overlapping Debt Statement." Owners of taxable property in the Participant Districts are responsible for the payment of ad valorem taxes levied by each Participant District, as applicable, for payment of Pledged Contract Payments. In addition, owners of property located in the Participant Districts are responsible for the payment of ad valorem taxes levied by a Participant District, as applicable, for the payment of debt service on unlimited tax bonds issued by the Participant District and are also responsible for the payment of ad valorem taxes levied by a Participant District, as applicable, for the purpose of paying the Participant District's operation and maintenance costs. See "APPENDIX A" attached hereto for information related to indebtedness and taxation requirements of each Participant District.

The Bonds are the first series of contract tax revenue bonds to be issued by the Master District. The Master District is authorized to issue contract tax revenue bonds in an amount necessary to finance the Master District Facilities to serve the Participant Districts, without additional voter approval. The Master District cannot represent whether any of the development planned or occurring in the area within the Participant Districts served by the Master District Facilities will be successful. The levy of a Contract Tax at substantially higher levels could have an adverse impact upon future development and upon development and home sales within the Participant Districts, including the District, and the ability of each Participant District to collect, and the willingness of owners of property located within the Participant Districts to pay ad valorem taxes (including the Contract Tax). See "THE SYSTEM."

For the 2024 fiscal year, the Participant Districts paid their pro rata share of the Master District's budgeted operating deficit from the \$0.29/\$100 assessed value contract tax levied by the Participant Districts.

#### **Future Debt**

Pursuant to the Master District Contract, the Master District may sell contract tax revenue bonds in an amount necessary to provide the facilities authorized to be provided by the Master District on parity with the Bonds. Although the Master District does not currently anticipate that it will continue to issue contract tax revenue bonds in the near future (and does not currently contemplate that the Master District will issue Master District Bonds for purposes of reimbursing the Developer for the initial construction of the Regional Facilities), it may do so based on the needs of the Master District and Service Area. Any future issuances of contract tax revenue bonds would be intended to be sold at the earliest practicable date consistent with the maintenance of a reasonable tax rate in the Service Area (assuming projected increases in the value of taxable property made at the time of issuance of any such bonds are accurate). The Master District does not employ any formula with respect to assessed valuations, tax collections or otherwise limit the amount of parity bonds which it may issue. The issuance of additional bonds is subject to approval by the TCEQ pursuant to its rules regarding issuance and feasibility of bonds.

The Master District has the right to issue obligations other than the Bonds, including unlimited tax bonds for the purpose of financing internal water, wastewater and storm drainage facilities within its boundaries, tax anticipation notes and bond anticipation notes, and to borrow for any valid purpose. At an election held November 8, 2005, the Master District in its capacity as a Participant District authorized the issuance of up to \$70,000,000 of unlimited tax debt of which \$56,295,000 remains authorized but unissued after the issuance of the Unlimited Tax Bonds, Series 2024 for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities and the Master District may issue additional bonds which may be voted hereafter. The Master District may also issue revenue bonds and refunding bonds. See "THE BONDS - Issuance of Additional Debt" and "THE SYSTEM – Future Debt." The issuance of such future obligations may dilute and adversely affect the investment security of the Bonds. The Master District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the Master District, however, must be approved by the Board of the Master District, the Attorney General of Texas and, with respect to bonds for water, sewer and drainage improvements, the TCEQ. See "THE SYSTEM – Future Debt" "THE BONDS – Issuance of Additional Debt."

#### **Environmental Regulation**

Wastewater treatment and water supply facilities are subject to stringent and complex environmental laws and regulations. The Master District currently receives wholesale water and wastewater services from the El Paso Water Utilities Public Service Board ("EPWU") for the areas within the Master District and the remaining Participant Districts. Facilities must comply with environmental laws at the federal, state, and local levels. These laws and regulations can restrict or prohibit certain activities that affect the environment in many ways such as:

- Requiring permits for construction and operation of water supply wells and wastewater treatment facilities;
- Restricting the manner in which wastes are released into the air, water, or soils;
- Restricting or regulating the use of wetlands or other property;
- Requiring action to prevent or mitigate pollution;
- Imposing substantial liabilities for pollution resulting from facility operations.

Compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Sanctions against a municipal utility district or other type of district ("Utility Districts") for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements, and injunctive relief as to future compliance of and the ability to operate the Utility District's water supply, wastewater treatment, and drainage facilities. Environmental laws and regulations can also impact an area's ability to grow and develop. It should be noted that changes in environmental laws and regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the Master District.

#### **Tax Collection Limitations**

The Master District's ability to make debt service payments may be adversely affected by its inability or the inability of the other Participant Districts to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the Participant Districts constitutes a lien in favor of such Participant District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The Master District's and the other Participant Districts' ability to collect ad valorem taxes through such foreclosure may be impaired by (i) cumbersome, time-consuming and expensive collection procedures, (ii) a bankruptcy court's stay of tax collection procedures against a taxpayer, or (iii) market conditions affecting the marketability of taxable property within the respective Participant District and limiting the proceeds from a foreclosure sale of such property. While the Participant Districts have a lien on taxable property, within such Participant District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. The costs of collecting any such taxpayer's delinquencies could substantially reduce the net proceeds to a Participant District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within a Participant District pursuant to the Federal Bankruptcy Code could stay any attempt by a Participant District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See "TAX PROCEDURES - Participant District's Rights in the Event of Tax Delinquencies."

#### Registered Owners' Remedies and Bankruptcy Limitations

If the Master District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Indenture, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Resolution and the Indenture, the Registered Owners have the statutory right of a writ of mandamus issued by a court of competent jurisdiction requiring the Master District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Resolution and the Indenture. Except for mandamus, the Bond Resolution and the Indenture do not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Statutory language authorizing local governments such as the Master District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages, so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Resolution and Indenture may not be reduced to a judgment for money damages. If such a judgment against the Master District were obtained, it could not be enforced by direct levy and execution against the Master District's or the Participant District's property. Further, the Registered Owners cannot themselves foreclose on property within the Master District or the Participant Districts or sell property within the Master District or the Participant Districts to enforce the tax lien on taxable property underlying the Pledged Contract Payments securing the payment the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may further be limited by a State statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the Master District.

The enforceability of the rights and remedies of Registered Owners may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. Texas law requires municipal utility districts such as the Master District to obtain the approval of the TCEQ as a condition to seeking relief under Chapter 9 of the Federal Bankruptcy Code.

If a petitioning district were allowed to proceed voluntarily under Chapter 9 of the Federal Bankruptcy Code, it could file a plan for an adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect Registered Owners by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating the collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of the Registered Owners' claims against a district.

A district such as the Master District may not be forced into bankruptcy involuntarily.

#### **Continuing Compliance with Certain Covenants**

The Indenture contains covenants by the Master District intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the Master District to comply with such covenants in the Indenture on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "TAX EXEMPTION—Opinion."

## Marketability

The Master District has no agreement with the Initial Purchaser (as defined herein) regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market.

The failure by the Master District to comply with its agreement to provide the information and notices required by Rule 15c(2)-12 of the Securities and Exchange Commission ("Rule 15c2-12") could possibly inhibit the sale of the Bonds in the secondary market. See "CONTINUING DISCLOSURE OF INFORMATION."

## The Effect of FIRREA on Tax Collections of the Participant Districts

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states that (i) no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties, interest, or fines, including those arising from the failure to pay any real or personal property tax when due, and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with Texas law, such value shall be determined as of the period for which such tax is imposed.

To the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the Participant Districts and may prevent the collection of penalties and interest on such taxes or may affect the valuation of such property.

#### **Changes in Tax Legislation**

Certain tax legislation, whether currently proposed or proposed in the future, may directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, may also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed, pending or future legislation.

# Matters Relating to EPWU Wholesale Water and Wastewater Contract

For a discussion of matters relating to the Master District's wholesale water and wastewater contract with EPWU, see "THE SYSTEM – Rate Dispute with EPWU Under EPWU Wholesale Water and Wastewater Contract." No assurance can be given on the outcome of such rate dispute or effect of an exercise of remedies by EPWU. Exercise of remedies under the Master District's wholesale water and wastewater contract with EPWU as described under would have on the rate of development or growth of the tax base in the Master District or the Participant Districts.

#### THE BONDS

## General

Following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Resolution of the Board authorizing the issuance and sale of the Bonds. The Bond Resolution and the Indenture authorize the issuance and sale of the Bonds and prescribes the terms, conditions, and provisions for the payment of the principal of and interest on the Bonds by the Master District.

The Bonds will be dated January 1, 2025, and will accrue interest from the date of initial delivery of the Bonds (expected to be January 15, 2025). Interest is payable on each August 15 and February 15 commencing August 15, 2025, until the earlier of maturity or prior redemption. The Bonds mature on August 15 in the amounts and years shown on the cover page of this Official Statement. Interest calculations are based on a 360-day year comprised of twelve 30-day months. The Bonds will be issued only infully registered form in denominations of \$5,000 each or integral multiples thereof.

### **Authority for Issuance**

The Bonds represent first series of contract tax revenue bonds issued by the Master District. At separate elections held within the boundaries of each Participant District, the voters of each Participant approved the Master District Contract, thereby authorizing the issuance of Master District Bonds (as defined herein under "– Source of and Security for Payment"). See "Issuance of Additional Debt" below.

By order dated July 19, 2024, the TCEQ authorized the Master District to sell the Bonds subject to certain restrictions, including the use of Bond proceeds as summarized in "USE AND DISTRIBUTION OF BOND PROCEEDS."

The Bonds are issued by the Master District pursuant to the terms and provisions of the Master District Contract, elections held within each of the Participant Districts approving the Master District Contract and the levy of taxes in support thereof, an order of the TCEQ, the Bond Resolution, the Trust Indenture, Article XVI, Section 59 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, and general laws of the State of Texas relating to issuance of bonds by political subdivisions of the State of Texas.

Before the Bonds can be issued, the Attorney General of Texas must pass upon the legality of certain related matters. The Attorney General of Texas does not guarantee or pass upon the safety of the Bonds as an investment or upon the adequacy of the information contained in this Official Statement.

## Source of and Security for Payment

Generally: The Bonds constitute valid and legally binding special obligations of the Master District, except as the enforceability thereof may be limited by laws relating to governmental immunity, bankruptcy, insolvency, reorganization, moratorium, liquidation, and other similar laws now or hereafter enacted related to creditors' rights generally or by general principles of equity which permit the exercise of judicial discretion. The Bonds are payable solely from and to the extent that certain payments required by the Master District Contract are made by the Participants to the Trustee for the purpose of paying the debt service on the Bonds and any future contract tax revenue bonds. The Master District Contract provides that all Participant Districts shall pay a Pro Rata Share (as defined herein) of debt service on the Master District Bonds, including the Bonds, future contract tax revenue bonds, and any fees and charges due to the Trustee and/or Paying Agent/Registrar (as defined herein). The debt service requirements shall be calculated to include the charge and expenses of paying agents, registrars and trustees utilized in connection with the Bonds, the principal, interest and redemption requirements of the Bonds and all amounts required to establish and maintain funds established under the Bond Resolution and Trust Indenture. Each Participant District is obligated to pay its Pro Rata Share of the annual debt service on Master District Bonds (as defined herein) from the proceeds of an annual ad valorem contract tax which is not limited as to rate or amount, or from other legally available funds of each Participant, including any legally available maintenance tax proceeds (subject to annual appropriation by the Participant's District's Board of Directors). Each Participant's Pro Rata Share of debt service requirements will be calculated annually by the Master District; however, the levy of the Contract Tax for the purpose of paying debt service on Master District Bonds (including the Bonds) is the sole responsibility of each Participant. See "THE INDENTURE" and "THE MASTER DISTRICT CONTRACT."

The Bonds are secured by the Trust Indenture. Pursuant to the Trust Indenture, the Master District has assigned to the Trustee all of the Master District's right, title, and interest in and to the Pledged Contract Payments (as herein defined) required by the Master District Contract. See "THE INDENTURE."

Pledged Contract Payments by the Participant Districts: Principal of and interest on the Bonds are payable from and secured by an unconditional obligation made severally by the Master District and Paseo del Este Municipal Utility District Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 (those ten districts and the Master District being collectively referred to as the "Participant Districts" or "Participants" and individually as "Participant District No. -") pursuant to each "Amended and Restated Contract for Financing and Operation of Water, Wastewater and Drainage Facilities," as amended (the "Master District Contract") entered into between the Master District and each Participant District to make payments to the Master District to pay each Participant District's Pro Rata Share (as defined herein) of the debt service payments on Master District Bonds (as defined herein) (collectively the "Pledged Contract Payments"). Under the Master District Contract, each Participant District (including the Master District in its capacity as a Participant District) has agreed to levy and collect each year an ad valorem tax on all taxable property within such Participant District, without limit as to rate or amount (the "Contract Tax"), to make payments to the Master District for the Participant District's Pro Rata Share of (i) any operating deficits incurred by the Master District and (ii) the debt service on any bonds issued by the Master District for Master District System Facilities payable from the Contract Tax, including the Bonds and any additional contract tax revenue bonds (including contract tax revenue refunding bonds) issued by the Master District ("Master District Bonds" or "Contract Revenue Bonds"), with the Participant District's pro rata share based on the Participant District's total taxable assessed valuation as compared to the total taxable assessed valuation in all eleven Participant Districts (such pro rata share may be referred to herein as the "Pro Rata Share"). The Bonds are further secured by a Debt Service Fund (as hereinafter defined) held by the Trustee (as hereinafter defined) pursuant to the terms of the Indenture. Pursuant to the Indenture, the Master District has assigned to the Trustee for the benefit of the owners of Master District Bonds under the terms of the Indenture all of the Master District's right, title and interest in and to the Pledged Contract Payments under the Master District Contract, and the Trustee has the right to enforce all of the Master District's rights and remedies with respect to the Pledged Contract Payments under the Master District Contract in the event of a default on Master District Bonds. Under the Indenture and pursuant to the Bond Resolution, the Trustee will establish and maintain a debt service fund to collect and deposit the Pledged Contract Payments in sufficient amounts for payment of the principal of and interest on Master District Bonds as such becomes due (the "Debt Service Fund") [and a reserve fund to be used to pay principal of and interest on Master District Bonds if sufficient funds are not available for such purpose in the Debt Service Fund, or to pay the principal of and interest on Master District Bonds in connection with the refunding, redemption or final payment of Master District Bonds (the "Reserve Fund")]. See "THE BONDS— Funds" and "THE INDENTURE OF TRUST."

No Participant District is liable for the payments due by any other Participant District. The Master District Bonds (including the Bonds) are limited obligations of the Master District, payable solely from the Pledged Contract Payments and certain funds held by the Trustee under the Trust Indenture, and are not obligations of the State of Texas; El Paso County, Texas; the City of El Paso, Texas; or any entity other than the Master District. See "THE INDENTURE" and "THE MASTER DISTRICT CONTRACT." The Master District shall calculate on or before September 1 of each year, or as soon thereafter as practical, the amount of Pledged Contract Payments due from each Participant District in the following calendar year. The Pledged Contract Payments shall be billed to each Participant District by the Master District on or before September 1 of the year prior to the year in which such Pledged Contract Payments become due, or as soon thereafter as practical. Such Pledged Contract Payments shall be due and payable from each Participant District directly to the Trustee semiannually on or before [February 1] and [August 1] of each year.

## **Unconditional Obligation to Pay**

All charges imposed by the Master District to pay debt service on the Bonds will be made by the Participant Districts without set-off, counterclaim, abatement, suspension, or diminution, nor will any Participant District have any right to terminate the Master District Contract nor be entitled to the abatement of any such payment or any reduction thereof nor will the obligations of the Participant District be otherwise affected for any reason, including without limitation, acts or conditions of the Master District that might be considered failure of consideration, eviction or constructive eviction, destruction or damage to the Master District Facilities, failure of the Master District to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with the Master District Contract. All sums required to be paid by the Participant Districts to the Master District for such purposes will continue to be payable in all events and obligations of the Participant Districts will continue unaffected, unless the requirement to pay is reduced or terminated pursuant to an express provision of the Master District Contract. If any Participant District disputes the amount to be paid to the Master District, the Participant District shall nonetheless promptly make payments as billed by the Master District, and if it is subsequently determined by agreement, arbitration, regulatory decision, or court decision that such disputed payment should have been less, the Master District will then make proper adjustments to all Participant Districts so that the appropriate Participant District will receive credit for its overpayments.

## **Record Date**

The record date for the interest payable on the Bonds on any interest payment date means the close of business on the last day of the preceding month whether or not a business day.

### **Funds**

In the Indenture, the Master District Bonds Debt Service Fund [and Reserve Fund] is/[are] created as trust funds for the benefit of the registered owners of the Bonds. The proceeds from Pledged Contract Payments collected for and attributable to making provision for payment of debt service on the Bonds shall be transferred from each Participant District by February 1 and August 1 of each year for the benefit of the Trustee and deposited in the Master District Bonds Debt Service Fund.

Proceeds from sale of the Bonds, including interest earnings thereon, shall be deposited into the Master District Capital Projects Fund, to pay the costs of the Office Building (as defined under "OFFICIAL STATEMENT SUMMARY – THE FINANCING – Use of Proceeds") and for paying the costs of issuing the Bonds. See "THE SYSTEM - Use and Distribution of Bond Proceeds" for a more complete description of the use of Bond proceeds.

# No Arbitrage

The Master District will certify as of the date the Bonds are delivered and paid for that, based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the Master District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. Furthermore, all officers, employees, and agents of the Master District have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Master District as of the date the Bonds are delivered and paid for. In particular, all or any officers of the Master District are authorized to certify to the facts and circumstances and reasonable expectations of the Master District on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the Master District covenants in the Bond Resolution that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds of the Bonds, and take such other and further actions and follow such procedures, including, without limitation, calculating the yield on the Bonds, as may be required so that the Bonds shall not become "arbitrage bonds" under the Code and the regulations prescribed from time to time thereunder.

### **Redemption Provisions**

<u>Optional Redemption</u>: The Master District reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 20\_\_, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 20\_\_, or any date thereafter, at the par value thereof plus accrued thereon to the date fixed for redemption.

If fewer than all of the Bonds are redeemed at any time, the particular maturities of Bonds to be redeemed shall be selected by the Master District. If less than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemedshall be selected by the Paying Agent/Registrar by lot or other customary method of selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

<u>Mandatory Sinking Fund Redemption</u>: In the event the Bonds are structured as "term" bonds, such term bonds will be subject to mandatory sinking fund redemption in accordance with the applicable provisions of the Bond Resolution and will be described in the final Official Statement.

Notice of Redemption: Notice of any optional redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for optional redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the register. Such notices shall state the redemption date, the redemption price, and the place at which the Bonds are to be surrendered for payment and, if fewer than all the Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or the portions thereof to be redeemed. Any notice given shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest that would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

### Paying Agent/Registrar

The Board has appointed BOKF, NA, Dallas, Texas, as the initial Paying Agent/Registrar (the "Paying Agent/Registrar") for the Bonds. The principal of and interest on the Bonds shall be paid to DTC, which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "BOOK-ENTRY-ONLY SYSTEM."

## **Registration and Transfer**

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of the Bond Resolution. While the Bonds are in the Book-Entry-Only System, the Bonds will be registered in the name of Cede & Co. and will not be transferred. See "BOOK-ENTRY-ONLY SYSTEM."

#### Replacement of Paying Agent/Registrar

Provision is made in the Bond Resolution for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the Master District, the new paying agent/registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the Master District shall be a national or state banking institution, a corporation organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and subject tosupervision or examination by federal or state authority, to act as Paying Agent/Registrar for the Bonds.

#### **Issuance of Additional Debt**

The Master District may issue additional contract tax revenue bonds necessary to provide those improvements and facilities pursuant to the terms of the Master District Contract necessary to provide and maintain improvements and facilities consistent with the purposes for which the Master District was created and, upon the issuance of such bonds, the Participant Districts would be responsible for the debt service on such bonds. See "- Security and Source of Payment" above and "RISK FACTORS – Future Debt." The Bond Resolution and the Indenture impose no limitation on the amount of additional contract tax revenue bonds which may be issued by the Master District. See "THE SYSTEM – Future Debt" and any additional contract tax revenue bonds issued by the Master District may be on parity with the Bonds.

The issuance of additional obligations may increase the Master District's tax rate and adversely affect the security for, and the investment quality and value of, the Bonds. The Master District does not employ any formula with respect to assessed valuations, tax collections, or otherwise to limit the amount of parity bonds which it may issue. The issuance of additional bonds for the construction of additional Master District Facilities is subject to approval by the TCEQ pursuant to issuance guidelines established by it. See "RISK FACTORS – Future Debt."

### Annexation by the City of El Paso

The Master District and each of the Participant Districts lie wholly within the extraterritorial jurisdiction of the City, and the Master District and each Participant District may be annexed by the City in accordance with existing Texas law. Under prior Texas law, a municipality could annex and dissolve a municipal utility district located within its extraterritorial jurisdiction without consent of the district or its residents. Under House Bill 347 approved during the 86th Regular Legislative Session ("HB 347"), (a) a municipality may annex a district with a population of less than 200 residents only if: (i) the municipality obtains consent to annex the area through a petition signed by more than 50% of the registered voters of the district, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation; and (b) a municipality may annex a district with a population of 200 residents or more only if: (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation. Notwithstanding the foregoing, a municipality may annex an area if each owner of land in the area requests the annexation. As of September 30, 2024, the Participant Districts had an estimated population of 38,426, thus triggering the voter approval and/or landowner consent requirements discussed in clause (b) above. The described election and petition process may not apply, however, during the term of a strategic partnership agreement between a municipality and a district specifying the procedures for annexation of all or a portion of a Participant District. At present, the Participant Districts and the City have not entered into (and do not currently have plans to enter into) any such strategic partnership agreement.

If the Master District or a Participant District is annexed or portion thereof, the City must assume such district's assets and obligations (including the Bonds) and dissolve that district within ninety (90) days. Annexation of territory by the City and dissolution of a Participant District is a policy-making matter within the discretion of the Mayor and City Council of the City, subject to HB 347, and therefore, the Master District makes no representation that the City will ever annex the Master District or Participant District and assume its debt, nor does the Master District make any representation concerning the ability of the City to pay debt service on the Master District's bonds (or the bonds of any Participant District) if annexation were to occur.

# **Remedies in Event of Default**

Other than a writ of mandamus, the Bond Resolution and the Indenture do not provide a specific remedy for a default. If the Master District defaults, the Trustee, in its discretion, on behalf of a Registered Owner or a Registered Owner, individually, could protect and enforce the rights of the Trustee or Registered Owners by suite, action or proceeding in equity, including seeking a petition for a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the Master District and the Master District's officials to observe and perform the covenants, obligations or conditions prescribed in the Bond Resolution and the Indenture. Such remedy might need to be enforced on a periodic basis. Based on recent Texas court decisions, it is unclear whether section §49.066, Texas Water Code, effectively waives governmental immunity of a municipal utility district for suits for money damages. Even if a judgment against the Master District for money damages could be obtained, it could not be enforced by direct levy and execution against the Master District's property nor any property of a Participant District. Further, the Registered Owners cannot themselves foreclose on property within the Master District or other Participant Districts to enforce the tax lien on taxable property to pay the underlying the Pledged Contract Payments securing payment of principal of and interest on the Bonds. The enforcement of a claim for payment on the Bonds would be subject to the applicable provisions of the federal bankruptcy laws, any other similar laws affecting the rights of creditors of political subdivisions, and general principles of equity which permit the exercise of judicial discretion. Certain traditional legal remedies also may not be available. See "RISK FACTORS - Registered Owners' Remedies and Bankruptcy Limitations."

## Legal Investment and Eligibility to Secure Public Funds in Texas

Pursuant to Section 49.186, Texas Water Code, the Bonds, whether rated or unrated, are (a) legal investments for banks, savings banks, trust companies, building and loan associations, savings and loan associations, insurance companies, fiduciaries, and trustees and (b) legal investments for the public funds of cities, towns, villages, school districts, and other political subdivisions or public agencies of the State. The Bonds are also eligible under the Public Funds Collateral Act, Chapter 2257, Texas Government Code, to secure deposits of public funds of the State or any political subdivision or public agency of the State and are lawful and sufficient security for those deposits to the extent of their market value. Most political subdivisions in the State are required to adopt investment guidelines under the Public Funds Investment Act, Chapter 2256, Texas Government Code, and such political subdivisions may impose other, more stringent requirements in order for the Bonds to be legal investments for such entity's funds or to be eligible to serve as collateral for their funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment purposes. No representation is made concerning other laws, rules, regulations, or investment criteria which might apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes. See "RISK FACTORS."

## **Defeasance**

The Indenture provides that the Master District may discharge its obligations to the Registered Owners when the Master District shall have provided for the payment of the whole amount due or to become due on the Bonds then Outstanding, including all interest which has accrued thereon or which may accrue to the date of maturity or redemption by depositing with the Trustee or the Paying Agent/ Registrar, for payment of such outstanding Bonds and the interest thereon and any premium which may be due thereon, the entire amount due or to become due thereon, or amounts and investments sufficient to provide for such payment as provided in the Bond Resolution, and the District shall also have paid or caused to be paid all sums payable under the Indenture by the Master District. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) of the Bonds or other obligations of the District payable from revenues or from ad valorem taxes or both, or with a commercial bank or trust company designated in the proceedings authorizing such discharge, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct obligations of the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Master District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Master District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and whichmature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds.

Upon such deposit as described above, such Bonds shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the Master District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the Master District: (i) inthe proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in the future in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds.

## **BOOK-ENTRY-ONLY SYSTEM**

This section describes how ownership of the Bonds is to be transferred and how the principal of and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, ("DTC") while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The Master District and the Financial Advisor believe the source of such information to be reliable, but neither of the Master District nor the Financial Advisor takes any responsibility for the accuracy or completeness thereof.

The Master District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange. Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of: "AA+" from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent/Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

The Master District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Master District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Master District or the Paying Agent/Registrar, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the Master District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Master District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Master District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, printed certificates for the Bonds are required to be printed and delivered.

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Bond Resolution will be given only to DTC.

Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Master District or the Financial Advisor.

## THE INDENTURE

The Bonds are secured by the Trust Indenture Pursuant to the Indenture, the Master District has assigned to the Trustee all of the Master District's right, title, and interest in and to the Pledged Contract Payments under the Master District Contract. Such Pledged Contract Payments, together with all amounts from time to time on deposit in the Debt Service Fund [and Reserve Fund] maintained by the Trustee pursuant to the Indenture, together with any other security from time to time thereafter granted to the Trustee shall constitute the "Pledged Revenues" held by the Trustee under the Trust Indenture. Capitalized terms used in this section but not defined in this OFFICIAL STATEMENT have the meanings ascribed to such terms in the Indenture.

Pursuant to the Indenture, the Trustee is to maintain the Debt Service Fund [and Reserve Fund] as trust funds to be held in trust solely for the benefit of the registered owners of the Master District Bonds (including the Bonds). The Master District has covenanted in the Indenture that it will cause to be charged to each Participant District, and collected and deposited into the Debt Service Fund, Pledged Contract Payments in amounts sufficient, together with other Pledged Revenues, to provide for the payment of all interest due on the Master District Bonds (including the Bonds) on or before each interest payment date and all principal payments on the Master District Bonds (including the Bonds) on each principal payment date. The Debt Service Fund and the Reserve Fund are to be invested only in investments authorized by the laws of the State but must be invested in a manner such that the money required to be expended from any fund will be available at the proper time or times. [Amounts in the Reserve Fund shall be used to pay interest on and principal of The Master District Bonds (including the Bonds) when insufficient funds are available for such purpose in the Debt Service Fund or to be applied toward the payment of principal of or interest on Master District Bonds (including the Bonds and additional bonds hereafter issued pursuant to the Master District Contract or in connection with the refunding or redemption of such Master District Bonds (including the Bonds or any additional bonds)].

#### **Events of Default**

The Indenture provides that an event of default shall be either of the following occurrences (collectively, an "Event of Default"):

- (a) Failure to pay when due the principal, redemption price or interest on any the Master District Bonds; or
- (b) Failure to deposit to the Debt Service Fund money sufficient to pay any principal of or interest on any Master District Bonds no later than the date when it becomes due and payable.

#### Remedies

Upon the occurrence of an Event of Default, the Trustee is required to give immediate notice thereof to the Master District and, subject to the other provisions of the Indenture, may proceed to protect and enforce its rights and the rights of the registered owners of The Master District Bonds (including the Bonds) by suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in the Indenture, Bond Resolution, or the Master District Bonds (including the Bonds) or in aid of the execution of any power granted in the Indenture or for the enforcement of any of the legal, equitable or other remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of the rights of the Trustee or such registered owner of such Master District Bonds, including, without limitation, the right to seek a writ of mandamus issued by a court of competent jurisdiction compelling the directors or other officers of the Master District or any Participant Districts to make any payment (but only from and to the extent of the sources provided in the Indenture and Master District Contracts) or to observe and perform such covenants, obligations or conditions of the Indenture. The Indenture provides that in the Event of Default, the Trustee may seek the appointment of receivers, may act without possession of the Master District Bonds (including the Bonds), may act as attorney in fact for the registered owners, and that no remedy provided for in the Indenture shall be considered exclusive and that the delay or omission in the exercise of any right or remedy shall not constitute a waiver.

The Indenture does not provide for any acceleration of maturity of the Master District Bonds (including the Bonds) or provide for the foreclosure upon any property or assets of the Master District or the Participants District, other than applying the Pledged Revenues as defined in the Indenture in the manner provided in the Indenture.

#### **Limitation on Registered Owners**

The Indenture imposes certain limitations on registered owners of the Master District Bonds (including the Bonds) to institute suits, actions or proceedings at law or in equity for the appointment of a receiver or other remedy unless and until the Trustee shall have received the written request of the registered owners of not less than 25% of all the Master District Bonds (including the Bonds) from time to time outstanding and secured by the Indenture and the Trustee shall have refused or neglected to institute such suit, action or proceeding for a period of 10 days after having been furnished reasonable indemnity. Notwithstanding the foregoing, registered owners of more than 50% of the aggregate principal amount of the Master District Bonds (including the Bonds) then outstanding, shall have the right, by written instrument delivered to the Trustee, to direct the time, method, and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture.

## **Amendments to Indenture**

Without the consent of the registered owners, the Master District and the Trustee may from time to time enter into one or more indentures supplemental to the Indenture, which shall form a part of the Indenture, for any one or more of the following purposes:

- (1) to cure any ambiguity, inconsistency or formal defect or omission in the Indenture;
- (2) to grant to or confer upon the Trustee for the benefit of the registered owners of the Master District Bonds (including the Bonds) any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the registered owners of Master District Bonds or the Trustee or either of them;
- (3) to subject to the lien of the Indenture additional revenues, properties, or collateral;
- (4) to modify, amend or supplement the Indenture or any supplemental indenture in such manner as to provide further assurances that interest on Master District Bonds (including the Bonds) will, to the greatest extent legally possible, be excludable from gross income for federal income tax purposes;
- (5) to obtain bond insurance or a rating for Master District Bonds (including the Bonds);
- (6) to permit any Contract Tax Revenue Bonds to be issued in book-entry-only form; and
- (7) to permit the assumption of the Master District's obligations under the Indenture by any other entity that may become the legal successor to the Master District;

provided, however, that no provision in such supplemental indenture shall be inconsistent with the Indenture or shall impair in any manner the rights of the registered owners of Master District Bonds.

Except as provided in the preceding paragraph, any modification, change or amendment of the Indenture may be made only by a

supplemental indenture adopted and executed by the Master District and the Trustee with the consent of the registered owners of not less than a majority of the aggregate principal amount of the Master District Bonds (including the Bonds) then outstanding. However, without the consent of the registered owner of each outstanding Master District Bonds so affected, no modification, change or amendment to the Indenture shall:

- (1) extend the time of payment of the principal thereof or interest thereon, or reduce the principal amount thereof or premium, if any, thereon, or the rate of interest thereon payable in any coin or currency other than that provided for in the Indenture, or deprive such registered owner of Master District Bonds of the lien of the Indenture on the revenues pledged under the Indenture; or
- (2) permit the creation of any lien on the revenues pledged, equal or prior to the lien as set forth under the Indenture, or reduce the aggregate principal amount of Master District Bonds (including the Bonds).

## Removal, Resignation, Appointment of Trustee

<u>Removal of Trustee</u>. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by the owners of a majority in principal amount of Master District Bonds (including the Bonds) then outstanding and delivered to the Trustee, with notice thereof given to the Master District.

In addition, if no Event of Default exists under the Indenture and the Master District is not in default under the Bond Resolution, the Master District may, upon 60 days written notice to the Trustee and the Owners of Master District Bonds, discharge and remove the Trustee.

<u>Resignation of Trustee</u>. The Trustee may at any time resign and be discharged from the trusts created by giving written notice to the Master District and by providing written notice to the owners of its intended resignation at least sixty (60) days in advance thereof. Such notice shall specify the date on which such resignation shall take effect and shall be sent by first-class mail, postage prepaid to each registered owner of Master District Bonds. Resignation by the Trustee shall not take effect unless and until a successor to such Trustee shall have been appointed.

Appointment of Successor Trustee. In case the Trustee shall resign, or shall be removed or dissolved, or shall be in the course of dissolution or liquidation, or shall otherwise become incapable of acting, or in case the Trustee shall be taken under control of any public officer or officers or a receiver appointed by a court, a successor may be appointed by the registered owners of a majority in principal amount of Master District Bonds (including the Bonds) then outstanding, by an instrument or concurrent instruments in writing, signed by such registered owners or their duly authorized representatives and delivered to the Trustee, with notice thereof given to the Master District; provided, however, that in any of the events above mentioned, the Master District may nevertheless appoint a temporary Trustee to fill such vacancy until a successor shall be appointed by the registered owners in the manner above provided, and any such temporary Trustee so appointed by the Master District shall immediately and without further act be automatically succeeded by the successor to the Trustee, whether temporary or permanent, in the manner provided in the Trust Indenture for providing notice of the resignation of the Trustee. Any successor Trustee or temporary Trustee shall be a trust company or bank in good standing located in or incorporated under the laws of the State of Texas duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$50,000,000.

In the event that no appointment of a successor Trustee is made by the registered owners or by the Master District for a period of 90 days from the receipt of notice of such resignation or removal pursuant to the Indenture, the registered owner of any Master District Bonds or the retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice as it shall deem proper, if any, appoint a successor Trustee.

## THE MASTER DISTRICT AND THE PARTICIPANT DISTRICTS

## General

The Master District and Participant Districts Nos. 2-9 were created by division of Paseo del Este Municipal Utility District (the "Original District") pursuant to a division order adopted by the Original District on March 27, 2003. The Original District had been theretofore created pursuant to Chapter 443, Acts of the Texas Legislature, Regular Session, 1997. Participant District No. 10 was created pursuant to Chapter 701, Acts of the Texas Legislature, Regular Session 1995. Participant District No. 11 was created pursuant to Chapter 700, Acts of the Texas Legislature, Regular Session 1995. Each of the Participant Districts operates pursuant to their respective Acts and Chapters 49 and 54, Texas Water Code. The Master District and the other Participant Districts are located wholly within the extraterritorial jurisdiction of the City.

The Participant Districts are empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants, and contract rights therefore, necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The Participant Districts may issue bonds and other forms of indebtedness to purchase or construct such facilities or contract rights therefor. The Participant Districts are also empowered to establish, operate, and maintain fire-fighting facilities, independently or with one or more conservation and reclamation districts after approval by the City, the TCEQ and the voters of the Participant District.

The creation of the Original District and its division into Participant District Nos. 1-9 has been validated by a final judgment of the County Court-at-Law of El Paso County, TX. Likewise, creation of Participant District Nos. 10 and 11 has been validated by a final judgment of the District Court of El Paso County, TX. Each of the Participant Districts, including the Master District, has held a confirmation, bond, refunding bond, maintenance tax and contract tax election. All such election propositions have been approved by voters of the Participant Districts, including the Master District. The Participant Districts are empowered to contract with the Master District, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants, and contract rights therefore, necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The Participant Districts may issue bonds and other forms of indebtedness to purchase or construct such facilities or contract rights therefor. The Participant Districts are also empowered to establish, operate, and maintain fire-fighting facilities, independently or with one or more conservation and reclamation districts after approval by the City, the TCEQ and the voters of the Participant District.

The TCEQ exercises continuing supervisory jurisdiction over the Participant Districts. The Participant Districts are required to observe certain requirements of the City which limit the purposes for which the Participant Districts may sell bonds to the acquisition, construction, and improvement of waterworks, wastewater, and drainage facilities or contract rights therefor, and the refunding of outstanding debt obligations; place restrictions on the terms and provisions and conditions on the sale of the Participant District's bonds so long as such restraints and conditions do not render the bonds unmarketable; require approval by the City of each Participant District's construction plans; and permit connections only to platted lots and reserves which have been approved by the City. Construction and operation of each Participant District's drainage system are subject to the regulatory jurisdiction of additional government agencies. See "THE SYSTEM."

## Participant District Unlimited Tax Bonds for Initial Master District System Facilities

The Master District, in its capacity as a Participant District, and the other Participant Districts have each voted, and issued or intend to issue in the future, their own unlimited tax bonds sufficient in amount to repay the developers in each Participant District for the developer's cost to install and construct the initial water, wastewater and drainage facilities needed to serve the land in each Participant District's respective boundaries (collectively, such initial facilities may sometimes be referred to herein as the "Initial Master District System" facilities). See "APPENDIX A" for more detailed information on each Participant District's authorized and issued bonds.

## **Operations**

The Master District Contract provides that, as partial consideration for the Participant Districts allowing the Master District to provide retail water and wastewater service to retail customers inside the Participant' Districts boundaries, the Master District will pay the Participant District's administrative expenses to manage the Participant District pursuant to a budget process outlined below.

The Master District Contract provides that each Participant District will submit annually a budget for its administrative expenses to the Master District for review and approval by the Master District. Once approved, all such expenses will be paid by the Master District. The Participant District's budget must be approved by the Master District if it is no more than 10% higher than the average of the annual budgets of Participant Districts Nos. 2-11. To date, all Participant Districts' annual budgets have all been approved by the Master District.

The Master District Contract also provides that the Master District will pay its own operation and administrative expenses and the approved administrative expenses of the Participant Districts from the revenues from the Master District's System. If the Master District's water and wastewater system revenues are insufficient to pay all of those costs, the resulting deficit will be paid by all Participant Districts (including the Master District) from the proceeds of the Contract Tax. See "RISK FACTORS – District Operations and Contract Tax," "THE BONDS – Source of and Security for Payment," and "THE MASTER DISTRICT CONTRACT."

#### **Contract Tax**

The Participant Districts have the statutory authority to levy and collect the Contract Tax for the payment of Pledged Contract Payments. Such a tax must be authorized by the Participant District's voters, and voters of each Participant District have authorized such a tax. Each Participant District's Pledged Contract Payment (as defined under "THE BONDS – Source of and Security for Payment") is determined in accordance with such Participant's Pro Rata Share (as defined under "THE BONDS – Source of and Security for Payment"). The Master District Contract obligates each Participant District to pay its Pro Rata Share of debt service requirements on Master District Bonds (including the Bonds) from the proceeds of the Contract Tax (as defined under "THE MASTER DISTRICT CONTRACT"), or from other legally available funds, including any legally available maintenance tax proceeds (subject to annual appropriation by the Participant's District's Board of Directors).

### **Debt Service Tax**

The Participant Districts, including the Master District, have the statutory authority to levy and collect a continuing annual ad valorem tax unlimited in amount to pay principal and interest on bonds issued to provide internal water distribution, wastewater collection and storm drainage to the land within their boundaries. The voters of each Participant District have authorized such a tax. See "APPENDIX A."

### **Maintenance Tax**

The Participant Districts, including the Master District, have the statutory authority to levy and collect an annual ad valorem tax unlimited in amount for the operation and maintenance of internal water distribution, wastewater collection, and storm drainage facilities. Such a maintenance tax must be authorized by the Participant District's voters prior to the levy of a maintenance tax. A maintenance tax is in addition to taxes which the Participant District is authorized to levy for paying principal of and interest on its unlimited tax bonds and the Contract Tax. The voters of each Participant District have authorized such a tax. See "APPENDIX A."

## Management

Each Participant District is governed by a board of directors, consisting of five (5) members, which has control and management of all affairs of such Participant District. A directors' election is held within the boundaries of each Participant District on the first Saturday in May in even-numbered years. Directors are elected to serve four-year staggered terms. All such directors reside or own property within the Participant District on whose board they serve. The Master District recently hired Margaret Livingston to be its General Manager beginning November 1, 2024, and she is authorized to hire other Master District employees. Prior to November 1, 2024, Margaret Livingston served the Master District as Chief Operating Officer.

## **Financial Data**

For more information on each Participant District, see "APPENDIX A."

## **Location and Description**

The Paseo del Este development which is comprised of the Participant Districts presently contains approximately 4,362 acres of land which is located in the southeast portion of the County approximately 15 miles east of the central area of the City. Paseo del Este is located southeast of Interstate Highway 10 and east of Loop 375. Eastlake Boulevard provides access to Paseo del Este. From Interstate Highway 10, exit Eastlake Boulevard and proceed east on Eastlake Boulevard. See "AERIAL PHOTOGRAPH" herein.

## **Status of Development**

Paseo del Este is a mixed uses development being developed primarily by Hunt and B&G and is planned to include approximately 4,362 acres of land. The land in Paseo del Este was purchased from the Texas General Land Office by Hunt and affiliates thereof and B&G in varying positions in a series of transactions between 1998 and 2020. As of September 30, 2024, approximately 11,477 single family residential lots have been developed, 10,112 homes are completed or are in various stages of construction and 1,365 lots completed but on which construction of homes has not begun within Paseo del Este.

Set forth below is selected information regarding the status of residential development in each of the Participant Districts:

Status of Development in the Participant Districts as of September 30, 2024:

	Total	Homes	Vacant	Homes Under	Irrigation	
Participant District	Acreage	Occupied	Homes	Construction	Connections	Commercial
MUD 1	777.5	358	10	5	59	102
MUD 2	380.5	689	5	124	7	0
MUD 3	411.4	1262	4	0	13	1
MUD 4	318.3	386	2	194	15	3
MUD 5	456.7	1008	5	2	15	19
MUD 6	383.3	824	5	73	12	5
MUD 7	323.6	934	7	101	15	10
MUD 8	372.6	1326	6	3	7	0
MUD 9	260.1	1127	4	8	3	0
MUD 10	414.4	1215	4	29	15	10
MUD 11	263.6	390	2	0	0	0
Total	4,362	9,519	54	539	161	150

Commercial development in the Master District includes retail, industrial, food establishments, medical offices, car washes and gas stations. Tenants in the commercial portions of Paseo del Este include Amazon, River Oaks, Starbucks, Speedway, Socorro Independent School District, Whataburger, Las Palmas, PetSmart, Burlington, Rack Room Shoes, Specs, Chipotle, Jamba Juice, McDonald's, Chick-Fil-A, Cinemark, Burger King, Cracker Barrel, Mattress Firm, Hunt-Southwest (unrelated to Hunt Communities Group, Inc ("Hunt") and others.

## **Community Facilities**

Community facilities are located in the general vicinity of the Participant Districts. Neighborhood shopping facilities, including supermarkets, pharmacies, cleaners, restaurants, banking facilities and other retail and service establishments are located within five miles of the Participant Districts along areas adjacent to Loop 375. Fire protection for residents of the Participant Districts is provided by the El Paso County Emergency Services District No. 1. Police protection is provided by the El Paso County Sheriff. Medical care for Participant District residents is available from various facilities in the City within 15 miles of the Participant Districts. The lands within the Participant Districts are located within the boundaries of Socorro Independent School District, and children within the Participant Districts attend elementary and middle schools of Socorro Independent School District located within two (2) miles of the Participant Districts.

#### MASTER DISTRICT CONTRACT

The Master District entered into a contract for financing and operation of regional water, wastewater and drainage facilities with each Participant District (as amended, the "Master District Contract"). Pursuant to the Master District Contract, the Master District is responsible for coordinating the development of the water, sanitary sewer and drainage facilities to serve the area within Paseo del Este, which includes the Participant Districts. Under the Master District Contract, (i) the Master District will acquire, construct, own and operate the Regional Facilities (as defined herein) to serve the land within each Participant District; (ii) each Participant District will acquire, construct and own its own Internal Facilities (as defined herein) serving only the land within it and lease the Internal Facilities to the Master District for operation; and (iii) the Master District will provide retail water and wastewater service to all retail customers in the Participant Districts. Under the Master District Contract, each Participant District has agreed to levy and collect each year an ad valorem tax on all taxable property within such Participant District, without limit as to rate or amount (the "Contract Tax"), to make payments to the Master District for (a) the Participant District's pro rata share of any operating deficits incurred by the Master District and (b) the debt service on any contract tax revenue bonds issued by the Master District payable from the Contract Tax ("Master District Bonds"), with the Participant District's pro rata share based on the Participant District's total taxable assessed valuation as compared to the total taxable assessed valuation in the Participant Districts. However, the Master District Contract contemplates that the Master District will not issue Master District Bonds for purposes of reimbursing the Developer for construction of the Initial Master District System Facilities (which were contemplated to be, and to date have been, financed by unlimited tax bonds issued by each of the Participant Districts). See "TAX DATA — Contract Tax."

The Master District Contract provides that the Master District will own or lease all Master District System Facilities and use them to provide retail water and wastewater service to retail customers inside each Participant District's boundaries, including the Master District. As consideration for the right to provide such retail service, the Master District has agreed to pay each of the other Participant District's administrative expenses to manage each Participant District pursuant to a budget process. See "RISK FACTORS – District Operations and Contract Tax."

## MANAGEMENT OF THE MASTER DISTRICT

#### **Board of Directors**

The Master District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the Master District. None of the Directors listed below reside within the Master District; however, each Director owns a small parcel of land in the Master District. Directors are elected by the voters within the Master District for four-year staggered terms. Director elections are held in May in odd numbered years. The Directors and Officers of the Master District are listed below:

Name	Title	Term Expires
Dan Roark	President	2027
Sid Covington	Vice-President	2027
Ken Mills	Secretary	2025
Doug Borrett	Assistant Secretary	2027
L. Gus Haddad	Assistant Secretary	2025

## Tax Assessor/Collector

Land and improvements within the Master District and the Service Area are appraised for ad valorem taxation purposes by the Appraisal District. The Master District's Tax Assessor/Collector is agreed upon by virtue of the interlocal agreement between the City and the Master District (and the other Participant Districts), and the Master District and the other Participant Districts have appointed the City of El Paso Tax Assessor/Collector to serve in this capacity for the Master District (and the Participant Districts).

### **Operations**

The Master District recently hired Margaret Livingston to be its General Manager beginning November 1, 2024, and she is authorized to hire other Master District employees. Prior to November 1, 2024, Margaret Livingston served the Master District as Chief Operating Officer.

#### **Bookkeeper**

The District has engaged Municipal Accounts & Consulting, L.P., to serve as the District's bookkeeper.

### **Engineer**

The consulting engineer for the District is TRE & Associates, LLC (the "Engineer").

#### **General Counsel**

The Master District engages Terrill & Waldrop as General Counsel, with Geoffrey Kirshbaum of such firm acting as the Master District's primary lawyer. Ronald J. Freeman, the District's previous General Counsel, is now Of Counsel to Terrill & Waldrop. Mr. Freeman, in a separate, individual capacity is also Of Counsel to the firm of McCall, Parkhurst & Horton L.L.P. The fees payable to General Counsel are not contingent upon the issuance sale and delivery of the Bonds.

## **Bond Counsel**

The Master District has engaged McCall, Parkhurst & Horton L.L.P., Austin, Texas ("Bond Counsel"). The fees payable to Bond Counsel are contingent upon the issuance, sale and delivery of the Bonds.

## **Disclosure Counsel**

The Master District has engaged Locke Lord LLP, Dallas, Texas, as Disclosure Counsel. The fees payable to Disclosure Counsel are contingent upon the sale, issuance and delivery of the Bonds.

## **Financial Advisor**

Hilltop Securities, Inc., El Paso, Texas and Dallas, Texas (the "Financial Advisor") serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon sale and delivery of the Bonds.

#### **Auditor**

The District's financial statements for the fiscal year ending September 30, 2023 have been audited by West, Davis & Company, LLP.

#### THE DEVELOPER

## Role of a Developer

In general, the activities of a landowner or developer in a district such as any of the Participant Districts include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other Developer or third parties. In most instances, a landowner or developer will be required by the TCEQ to pay thirty percent(30%) of the cost of placing the water distribution, wastewater collection, and storm drainage facilities in a district, exclusive of water supply and storage and wastewater treatment plants of which the district incurs one hundred percent (100%) of the cost. While a developer is required by the TCEQ to pave streets, a developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Neither the Developer (as hereinafter defined) nor any of its affiliates, is obligated to pay principal of or interest on the Bonds. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments." Furthermore, neither the Developer nor any of its affiliates has any binding commitment to the District to carry out any plan of development, and the furnishing of information relating to the proposed development by the Developer should not be interpreted as such a commitment. Prospective purchasers are encouraged to inspect the District in order to acquaint themselves with the nature of development that has occurred or is occurring within the boundaries of the District.

## **The Developer**

Water, sewer and drainage facilities and streets to serve residential development within the Participant Districts have been developed by Hunt- Paseo Partners. The activities of Hunt and its affiliates include development, construction, consulting and advisory. Water, sewer and drainage facilities to serve commercial portions within the Participant Districts have been acquired or constructed by Hunt- Paseo Partners, B&G, Northtowne Village, Joint Venture Pellicano 121 Development, LLC and EP Summit Investments, LLC. Hunt- Paseo Partners, B&G, Northtowne Village, Joint Venture Pellicano 121 Development, LLC and EP Summit Investments, LLC are collectively referred to herein as the "Developer." See "THE DEVELOPER."

Land within the District is a portion of the development known as Paseo del Este. The Participant Districts have been formed and include approximately 4,300 acres of land in Paseo del Este, including the land on the District. See "THE DISTRICT - Status of Development."

The Developer is not responsible for, liable for, and has made no commitment for payment of the Bonds or other obligations of the District. The Developer may sell or otherwise dispose of its property within any of the Participant Districts, or any other assets, at any time. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments - Landowner Obligation to the District."

## **Developer Reimbursement Agreements**

Each Participant District, including the Master District, has entered into reimbursement agreements with the Developer of the Initial Master District System Facilities serving the Participant Districts, including engineering costs pursuant to which the Participant District agrees to reimburse the Developer for the Participant District's pro rata share of the costs of such facilities based on the Participant District's total ultimate estimated connections as compared to the total connections in all Participant Districts. In addition, such reimbursement agreements contemplate the Participant Districts, respectively, will reimburse the Developer for the Participant District's pro rata share of (i) the Developer costs for creation of all eleven Participant Districts and (ii) the administrative and operation advances to all Participant Districts by the Developer, with each Participant District's pro rata share of such expenses based on the ratio of 1 to 11. Finally, each Participant District, including the District, has entered into reimbursement agreements with the Developer of the Internal Facilities serving the specific Participant District pursuant to which the Participant District agrees to reimburse the Developer for the Internal Facilities serving only the specific Participant District. Before such Internal Facilities are purchased by a Participant District, the Developer leases them to the Master District for its use in serving the retail customers within the Participant District. After purchase of such Internal Facilities by a Participant District, the Master District will continue to lease the Internal Facilities from the Participant District.

#### THE SYSTEM

## Regulation

According to the Engineer, the Master District's water supply and distribution, wastewater collection, and storm drainage facilities (collectively, the "System" or the "Master District System") have been designed in accordance with accepted engineering practices and the then current requirements of various entities having regulatory or supervisory jurisdiction over the construction and operation of such facilities. The construction of the System was required to be accomplished in accordance with the standards and specifications of the Master District, the TCEQ and EPWU and is subject to inspection by each such entity. Operation of the System is conducted by the Master District; however, EPWU operates the water treatment and storage and sewer treatment facilities providing wholesale service to the Master District. The Public Utility Commission of Texas is the regulatory authority for the District's certificate of convenience and necessity and has limited appellate jurisdiction to review the Master District's retail rates. The regulations and requirements of entities exercising regulatory jurisdiction over the System are subject to further development and revision which, in turn, could require additional expenditures by the Master District in order to achieve compliance. In particular, additional or revised requirements in the future in connection with any permit held by the EPWU for the wastewater treatment plant from which the Master District receives service could result in the need to construct additional facilities in the future.

## **Master District Facilities**

Source of Water Supply: The Master District receives its water supply pursuant to the Paseo del Este Wholesale Potable Water Supply and Wastewater Treatment and Transportation Contract as amended (the "Water Supply and Wastewater Agreement") between the Master District and EPWU. Pursuant to terms of the Water Supply and Wastewater Agreement, which expires in 2063, EPWU is obligated to provide wholesale water to meet the needs of the area served by the Master District, including land within the boundaries of the Master District. EPWU currently supplies water to the Master District facilities from its existing three million gallon elevated storage tankand 12.3 MGD booster pump station. The major components of the EPWU's system serving the Master District's water supply system will serve the anticipated 16,995 equivalent single-family connections and contractually up to 20,000 equivalent single-family connections committed to the Master District, of which 1,818 are allocated to the Master District. As of September 30, 2024, the Master District (as Master District) is serving approximately 11,638 active water connections across its entire service area, of which 519 are within the District (as a Participant District). According to the Engineer, the Master District's currently allocated water supply capacity (1,818 equivalent single family connections) is sufficient to serve the Master District at ultimate build-out.

In order to fully provide water supply to all of the Participant Districts in Paseo del Este, the Master District Facilities will need to be expanded from time to time to meet the demand for such facilities.

Source of Wastewater Treatment: The Master District is provided wastewater treatment capacity by EPWU through the Water Supply and Wastewater Agreement, EPWU is obligated to provide wholesale wastewater service to meet the needs of the area served by the Master District, including land within the boundaries of the Master District. The agreement expires in 2063. Wastewater flows are routed to EPWU's Bustamante plant, which has a current permitted capacity of 39 MGD. Current wastewater treatment capacity can serve the anticipated 16,995 equivalent single-family connections and contractually up to 20,000 equivalent single-family connections committed to the Master District. As of September 30, 2024, the Master District (as Master District) is serving approximately 11,477 active wastewater connections across its entire service area, of which 460 are within the District (as a Participant District). The Master District currently receives wholesale water and wastewater services from the EPWU for the areas within Participant Districts. According to the Engineer, the Master District's currently allocated wastewater treatment capacity (1,818 single family equivalent connections) is sufficient to serve the Master District at ultimate build-out.

Distribution and Wastewater Collection: Water distribution facilities consist of waterlines ranging in size from 8-inch to 16-inch, generally located within the rights-of-way. These water distribution facilities supply water from the EPWU to each Participant District's internal facilities.

The current wastewater collection facilities include sanitary sewer lines ranging in size from 8-inch to 27-inch generally located within the rights-of-way of collector roads. These collection lines collect wastewater from each Participant District and transport it to an EPWU wastewater interceptor.

*Drainage:* The Master District will provide the Participant Districts with drainage facilities when it is determined that the facilities benefit two or more Participant Districts. These Master District drainage will be capable of handling a 100-year storm event and will include storm sewers, drainage channels and retention ponds.

# Internal Water Distribution, Wastewater Collection and Storm Drainage Facilities

Internal water distribution, wastewater collection and storm drainage facilities ("Internal Facilities" or "Participant District Internal Facilities") have been constructed within each of the Participant Districts, funded by the Developer to support the ongoing development in the Participant Districts. This includes approximately 532.329 commercial acres and 245.173 single family residential acres, encompassing 745.94 acres of developable land for the Master District as a Participant District.

In the District's capacity as the Master District, the Master District operates and maintains the water, wastewater, drainage, park and landscaping facilities serving all of the areas within the Participant Districts and provides retail water, wastewater and solid waste services to all retail customers within the Participant Districts. See "THE MASTER DISTRICT CONTRACT." The Master District's FY 2024 projected revenue budget for providing those services for FY 2024 is approximately \$13,600,000. Those costs will be paid for by (i) the revenues from the Master District's retail customers in all of the Participant Districts and (ii) the Contract Taxes paid by all of the Participant Districts.

## Rate Dispute with EPWU Wholesale Water Supply and Wastewater Agreement

All water provided by the Master District to its retail customers is obtained pursuant to the Master District's Wholesale Water and Supply and Wastewater Agreement with EPWU ("Wholesale Contract"). The Wholesale Contract provides that annually, on or about April 1 of each year, EPWU will establish a rate for wholesale water and sewer service to the Master District pursuant to a methodology agreed to in the Wholesale Contract. For the last four years, the Master District received notices from EPWU that the wholesale water and wastewater rates to the Master District would be increasing.

The Master District believes the actions by EPWU to increase the wholesale water rate in 2021, 2022, 2023, and 2024 are a breach of the wholesale contract because EPWU arbitrarily deviated from the agreed-upon methodology prescribed by the Wholesale Contract. Accordingly, the Master District filed petitions (the "Rate Petitions") with the Texas Public Utility Commission (the "PUC") requesting that the PUC review the rates attempted to be imposed by EPWU for wholesale water service provided pursuant to the Wholesale Contract and revise the rate, if appropriate. The PUC has accepted jurisdiction of the Master District's Rate Petitions.

Both the Master District and EPWU agree that this is a contractual dispute because they do not agree on whether EPWU's wholesale water charges are being charged as agreed upon pursuant to the Wholesale Contract. Accordingly, on November 16, 2021, the Master District filed suit against EPWU in Cause No. 2021DCV3996 in the 210th District Court of El Paso County seeking a declaration by the court of the rights and responsibilities of the Master District and EPWU under the Wholesale Contract, with particular regard to the disputed wholesale water charges. The four PUC wholesale water rate appeal matters initiated by the Master District at PUC are abated pending the resolution of that suit, but the Master District is vigorously prosecuting both legal proceedings. On March 12, 2024, the Master District received a favorable Order on Cross-Motions for Summary Judgment ("Order") concurring with the District's position that the wholesale water charges by EPWU were improperly calculated for 2021-2022 and 2022-2023 (using the same method applied to calculate charges noticed by EPWU to be effective for 2023-2024 and 2024-2025), but other issues in that proceeding are not yet finally adjudicated. Recently, EPWU filed an appeal that the Master District maintained was premature and it was dismissed.

Meanwhile, for all water received from EPWU pursuant to the wholesale contract from April 1, 2021 to December 2023, the Master District refused to pay the increased rate by EPWU and instead paid for water at the wholesale rate that was in effect prior to April 1, 2021. In December 2023, the Master District made a catch-up payment to EPWU in the amount of \$665,667.18 which was equivalent to what the Master District found the charges should have been if the EPWU charges had been calculated consistently with the wholesale contract dating back to April 1, 2021. The catch-up payment covered April 2021 to October 2023. Since that payment, the Master District has continued to pay what it has determined to be the undisputed portion of EPWU's wholesale water charges. As of September 2024, the difference between what EPWU billed the District and what the District has paid was approximately \$3,342,379.80.

EPWU has counterclaimed for past amounts it claims are due. The Master District has, and continues to, set aside reserve funds for the deficiency claim by EPWU in the event of a PUC or court ruling that the Master District owes such funds to EPWU. In addition, the Master District is required, pursuant to the Master District Contract, to maintain a three-month operation and maintenance reserve fund. Currently, the Master District has approximately \$11,009,483.71 in the operation and maintenance reserve fund. This includes \$3,564,932.70 of escrowed funds for the litigation with EPWU. The District has fully funded the reserve amount of \$5,358,373.25 based on the 2024 approved budget. The moneys in the operation and maintenance reserve fund are available to pay any additional charges from EPWU that may be imposed either by the PUC or a court.

## **Use and Distribution of Bond Proceeds**

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, \$3,875,872 is estimated for construction costs, and \$624,128 is estimated for non-construction costs. The actual amounts to be reimbursed by the Master District and the non-construction costs, will be finalized after sale of the Bonds and review by anindependent auditor.

<u>Construction Costs</u>	
1. District Office Building	\$ 2,300,000
2. District Office Building Site Improvements	920,000
3. Contingencies for items no. 1-3	322,000
4. Engineering & Architect Fees (10% of items no. 1-3)	 333,872
TOTAL CONSTRUCTION COSTS (83% of BIR)	\$ 3,875,872
Non-Construction Costs	
A. Legal Fees	\$ 107,550
B. Financial Advisor Fees	78,188
C. Interest	
1. Capitalized Interest	116,924
D. Bond Discount	187,650
E. Bond Issuance Expenses.	51,924
F. Bond Application Report Costs	60,000
G. Attorney General Fee (0.10%)	6,255
H. TCEQ Bond Issuance Fee (0.25%).	15,638
TOTAL NON-CONSTRUCTION COSTS (17% of BIR)	\$ 624,128
TOTAL BOND ISSUE REQUIREMENT	\$ 4,500,000

In the event approved estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for uses in accordance with the rules of the TCEQ. In the event actual costs exceed previously approved estimated amounts and contingencies, additional TCEQ approval and the issuance of additional bonds may be required.

#### ESTIMATED OVERLAPPING DEBT STATEMENT

The following table of entities located within the Participant Districts indicates the outstanding debt payable from ad valorem taxes of governmental entities within which the Participant Districts are located and the estimated percentages and amounts of such indebtedness attributable to property within the Participant Districts. Debt figures equated herein to outstanding obligations payable from ad valorem taxes are based upon data obtained from individual jurisdictions or Texas Municipal Reports compiled and published by the Municipal Advisory Council of Texas. Furthermore, certain entities listed below may have issued additional obligations since the date listed and may have plans to incur significant amounts of additional debt. Political subdivisions overlapping the Participant Districts are authorized by Texas law to levy and collect ad valorem taxes for operation, maintenance and/or general revenue purposes in addition to taxes for the payment of debt service, and the tax burden for operation, maintenance and/or general revenue purposes is not included in these figures. The Master District has no control over the issuance of debt or tax levies of any such entities.

	Outstanding		Ove	erla	apping
Taxing Jurisdiction	Bonds	As of	Percent		Amount
Paseo del Este MUD 2	\$ 10,945,000	9/30/2024	100%	\$	10,945,000
Paseo del Este MUD 3	6,535,000	9/30/2024	100%		6,535,000
Paseo del Este MUD 4	10,180,000	9/30/2024	100%		10,180,000
Paseo del Este MUD 5	8,450,000	9/30/2024	100%		8,450,000
Paseo del Este MUD 6	17,270,000	9/30/2024	100%		17,270,000
Paseo del Este MUD 7	12,330,000	9/30/2024	100%		12,330,000
Paseo del Este MUD 8	7,130,000	9/30/2024	100%		7,130,000
Paseo del Este MUD 9	8,975,000	9/30/2024	100%		8,975,000
Paseo del Este MUD 10	8,530,000	9/30/2024	100%		8,530,000
Paseo del Este MUD 11	2,840,000	9/30/2024	100%		2,840,000
El Paso County	236,285,094	9/30/2024	0.56%		1,323,197
El Paso County Hospital District	277,445,000	9/30/2024	0.56%		1,553,692
Socorro Independent School District	716,704,806	9/30/2024	1.95%		13,975,744
Total Estimated Overlapping Debt				\$	110,037,632
The Master District				\$	17,630,000 <sup>(a</sup>
Total Direct and Estimated Overlapping	\$	127,667,632			
Ratio of Total Direct and Estimated Ov 2024 Taxable Assessed Valuation	i	3.94%			

<sup>(</sup>a) Includes the Bonds and \$11,375,000 in Ad Valorem Tax Debt as of October 31, 2024.

## **Overlapping Tax Rates for 2024**

Taxing Juris diction	1 A	4 Tax Rate per \$100 Assessed Valuation
The Participant Districts <sup>(a)</sup>	\$	0.750000
El Paso County		0.426323
El Paso County Emergency Services District No. 1		0.100000
El Paso Community College District		0.107786
Socorro Independent School District		1.058900
University Medical Center		0.219526
Total Overlapping Tax Rate	\$	2.662535

<sup>(</sup>a) Represents the highest total tax rate levied by a Participant District for tax rate year 2024.

#### TAX DATA

## **Contract Tax**

Under the Master District Contract, each Participant District has agreed to levy and collect the Contract Tax to make payments to the Master District for (i) the Participant District's pro rata share of any operating deficits incurred by the Master District and (ii) the debt service on Master District Bonds, with the Participant District's pro rata share based on the Participant District's total taxable assessed valuation as compared to the total taxable assessed valuation in all eleven Participant Districts. However, the Master District Contract contemplates that the Master District would not issue Master District Bonds for purposes of reimbursing the Developer for the Initial Master District System Facilities. Thus, the Master District has historically levied a Contract Tax only for its Pro Rata Share of the operating deficits of the Master District; beginning with the issuance of the Bonds, however, the Master District will also be levying a Contract Tax for debt service.

# **Tax Roll Information**

The Participant Districts assessed value as of January of each year will be used by the Master District in establishing the Contract Payment and recommending the Contract Tax rate to the Participants. See "TAXING PROCEDURES- Valuation of Property for Taxation." The following represents the 2020 through 2024 Gross Assessed Valuation of the Participant Districts. Historical tax roll information concerning each Participant is include in "APPENDIX A" herein.

Taxable						
Assessed						
Valuation	 MUD 1	MUD 2	MUD 3	MUD 4	MUD 5	MUD 6
2020	\$ 18,884,374	\$124,094,906	\$228,947,488	\$ 3,421,108	\$162,846,791	\$ 13,234,201
2021	80,067,590	132,936,647	255,256,521	17,946,624	172,406,793	72,477,459
2022	377,333,988	163,166,080	283,598,512	52,956,174	199,294,158	141,452,285
2023	587,808,131	209,142,346	304,945,986	80,692,541	231,475,953	187,878,870
2024	801,652,566	242,474,727	330,260,790	107,298,594	259,414,229	218,296,000
Taxable						Participant
Taxable Assessed						Participant Districts
	 MUD 7	MUD 8	MUD 9	MUD 10	MUD 11	•
Assessed	\$ MUD 7 30,551,226	MUD 8 \$214,417,113	MUD 9 \$147,759,707	MUD 10 \$183,154,551	MUD 11 \$ 56,899,700	Districts
Assessed Valuation	\$ 	-			-	Districts Total
Assessed Valuation 2020	\$ 30,551,226	\$214,417,113	\$147,759,707	\$183,154,551	\$ 56,899,700	Districts  Total \$ 1,184,211,165
Assessed Valuation 2020 2021	\$ 30,551,226 58,356,802	\$214,417,113 242,935,951	\$147,759,707 210,701,433	\$183,154,551 218,498,555	\$ 56,899,700 62,515,376	Districts  Total  \$ 1,184,211,165  1,524,099,751

## **Contract Payment Allocation Data**

	Tax Year	% of	Tax Year	% of	Tax Year	% of
	2022	2022	2023	2023	2024	2024
	Taxable Certified					
	Assessed	Assessed	Assessed	Assessed	Assessed	Assessed
Participant District	Valuation	Valuation	Valuation	Valuation	Valuation	Valuation
MUD 1	\$ 377,333,988	17.39%	\$ 587,808,131	21.33%	\$801,652,566	24.72%
MUD 2	163,166,080	7.52%	209,142,346	7.59%	242,474,727	7.48%
MUD 3	283,598,512	13.07%	304,945,986	11.07%	330,260,790	10.18%
MUD 4	52,956,174	2.44%	80,692,541	2.93%	107,298,594	3.31%
MUD 5	199,294,158	9.18%	231,475,953	8.40%	259,414,229	8.00%
MUD 6	141,452,285	6.52%	187,878,870	6.82%	218,296,000	6.73%
MUD 7	98,035,234	4.52%	181,074,447	6.57%	240,125,214	7.40%
MUD 8	272,980,909	12.58%	302,048,950	10.96%	321,837,344	9.92%
MUD 9	238,055,240	10.97%	267,098,929	9.69%	274,625,438	8.47%
MUD 10	269,643,047	12.42%	320,060,184	11.62%	356,814,408	11.00%
MUD 11	73,734,822	3.40%	83,001,288	3.01%	90,134,340	2.78%
Total of Participant Districts	\$ 2,170,250,449	100%	\$ 2,755,227,625	100%	\$ 3,242,933,650	100%

## Tax Adequacy for Debt Service

The Contract Tax rate calculations set forth below are presented to indicate the tax rates per \$100 assessed valuation which would be required to meet average annual and maximum annual debt service requirements if no growth in the Participant District's tax base occurred beyond the 2024 Gross Assessed Valuation of \$3,242,933,650. The calculations contained in the following table merely represent the tax rates required to pay principal and interest on the Bonds and the Outstanding Bonds when due, assuming no further increase or any decrease in taxable values in the Participant Districts, collection of ninety-eight percent (98%) of Contract Payments, the sale of no additional bonds by the Master District, and no other funds available for the payment of debt service. See "FINANCIAL INFORMATION CONCERNING THE MASTER DISTRICT AND THE PARTICIPANTS – Debt Service Requirements."

# **Tax Exemptions**

As discussed in the section titled "TAX PROCEDURES" herein, certain property in the Participant Districts may be exempt from taxation by the Participant Districts. The Participant Districts do not exempt any percentage of the market value of any residential homesteads from taxation.

#### **Additional Penalties**

The Participant Districts have contracted with a delinquent tax attorney to collect delinquent taxes. Pursuant to the contract and in accordance with the Texas Property Tax Code (the "Property Tax Code"), the Participant Districts recover certain costs, expenses and fees associated with tax collection suits, including reasonable attorney's fees in the amount of twenty percent (20%) of the total amount of taxes, penalties, and interest due to the Participant Districts.

# **Summary of Assessed Valuation**

The following summary of the Assessed Valuation is provided by the Participant District's Tax Assessor/Collector based on information contained in the 2024 certified assessed valuation tax rolls of the Participant Districts. Differences in totals may vary slightly from other information herein due to differences in dates of data.

Land and Improvements Personal Property Exemptions Total Assessed Valuation	MUD 1 2024 Taxable 2858ed Valuation 539,792,950 412,478,304 (150,618,688) 801,652,566	MUD 2 024 Taxable ssed Valuation 286,763,775 884,007 (45,173,055) 242,474,727	_	MUD 3 024 Taxable sssed Valuation 376,537,769 733,804 (47,010,783) 330,260,790	MUD 4 2024 Taxable essed Valuation 124,354,570 14,769 (17,070,745) 107,298,594	MUD 5 2024 Taxable essed Valuation 289,756,808 1,178,918 (31,521,497) 259,414,229	MUD 6 )24 Taxable ssed Valuation 272,394,495 839,192 (54,937,687) 218,296,000
Land and Improvements Personal Property Exemptions Total Assessed Valuation	MUD 7 2024 Taxable essed Valuation 259,826,090 2,323,689 (22,024,565) 240,125,214	MUD 8 024 Taxable ssed Valuation 351,363,501 711,484 (30,237,641) 321,837,344		MUD 9 024 Taxable sssed Valuation 305,090,169 312,144 (30,776,875) 274,625,438	MUD 10 2024 Taxable essed Valuation 424,009,954 2,895,523 (70,091,069) 356,814,408	MUD 11 2024 Taxable essed Valuation 107,420,097 178,117 (17,463,874) 90,134,340	

#### TAX PROCEDURES

## **Authority to Levy Taxes**

Each Participant District is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the boundaries of each Participant District in an amount sufficient to pay the principal of and interest on any bonds issued by such Participant District, such Participant District's pro rata share of principal and interest on the Bonds in accordance with the Master District Contract and any additional bonds payable from the Contract Taxes which the Master District may hereafter issue – and to pay the expenses of assessing and collecting such taxes. Each Participant District agrees in the Master District Contract to levy such a tax from year to year as described more fully herein under "THE BONDS - Source of and Security for Payment." Under State law, each Participant District may also levy and collect an annual ad valorem tax for the operation and maintenance of such Participant District's water and wastewater system. See "TAX DATA."

#### Property Tax Code and County-Wide Appraisal District

The Property Tax Code specifies the taxing procedures of all political subdivisions of the State, including the Participant Districts. The Participant Districts must also follow tax procedures found in the Texas Water Code. These statutory provisions are complex and are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the Appraisal District. The Appraisal District has the responsibility for appraising property for all taxing units within El Paso County, including the Master District and the Participant Districts. Such appraisal values are subject to review and change by the El Paso County Appraisal Review Board (the "Appraisal Review Board").

## **Property Subject to Taxation by Participant Districts**

General: Except for certain exemptions provided by State law, all real property, tangible personal property held or used for the production of income, mobile homes, and certain categories of intangible personal property with a tax situs in the applicable Participant District are subject to taxation by the applicable Participant District; however, no effort is expected to be made by the Appraisal District to include on a tax roll tangible or intangible personal property not devoted to commercial or industrial use. Principal categories of exempt property include, but are not limited to: property owned by the State or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; income producing tangible personal property or mineral interest with a taxable value of less than \$500; certain property used for the control of air, water or land pollution; solar and wind powered energy devices; certain non-profit cemeteries, farm products owned by the producer; and certain property owned by qualified charitable, religious, veterans, youth development, fraternal organizations, designated historical sites, travel trailers, and most individually owned automobiles. Goods, wares, ores and merchandise (other than oil, gas, or petroleum products) that are acquired in or imported into the state and forwarded out of state within 175 days thereafter are also exempt. Article VIII, Section 1a of the Texas Constitution grants a \$3,000 homestead exemption for all homesteads taxed by counties for farm-to-market roads and flood control purposes. Property owned by a disabled veteran or by the spouse of certain children of a deceased disabled veteran or a veteran who died while on active duty is partially exempt to between \$5,000 and \$12,000 of assessed value depending upon the disability rating of the veteran. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran's residence homestead. Additionally, subject to certain conditions, the surviving spouse or a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. The surviving spouse of a member of the armed services who was killed in action is entitled to an exemption from taxation of the total appraised value of the surviving spouse's residence homestead where certain condition are met and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse.

The surviving spouse of a first responder who was killed or fatally injured in the line of duty is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. Also partially exempt are residence homesteads of certain persons who are disabled or at least 65 years old, not less than \$3,000 of appraised value or such higher amount as the Board or the Participant District's voters may approve. Subject to certain conditions, the surviving spouse of a person 65 or older is entitled to an exemption for the same property in an amount equal to that which the deceased spouse wad qualified. Each Participant District's tax assessor is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the Participant District's obligation to pay tax-supported debt incurred prior to adoption of the exemptions for the elderly and disabled if granting the exemptions would impair the Participant District's obligation to pay tax supported debt incurred prior to adoption of the exemptions by the Participant District. See "TAX DATA."

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State to exempt up to twenty percent (20%) (not less than \$5,000) of the appraised value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year but must be adopted before July 1. None of the Participant Districts has adopted a general residential homestead exemption. See "TAX DATA."

Freeport Goods Exemption: Freeport goods are goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas and other petroleum products, which have been acquired or brought into the state for assembling, storing, manufacturing, repair, maintenance, processing or fabricating purposes, or used to repair or maintain aircraft of a certified air carrier, and shipped out of the state within one hundred seventy-five (175) days. Freeport goods are exempt from taxation by the Participant Districts.

Goods-in-Transit Exemptions: A "Goods-in-Transit Exemption" may apply to certain tangible personal property that is acquired in or imported into the State for assembling, storing, manufacturing or fabrication purposes which is destined to be forwarded to another location in the State not later than 175 days after acquisition or importation, so long as the location where said goods are detained is not directly or indirectly owned by the owner of the goods. The Participant District have not taken action to allow taxation of goods-in-transit, and accordingly, the exemption is available within the Participant Districts. However, the Participant District may determine in the future to take action to tax exempt goods-in-transit personal property. A taxpayer may not claim both a Freeport Goods Exemption and a Goods-in-Transit Exemption on the same property.

## **Tax Abatement**

El Paso County may designate all or part of the area within any of the Participant Districts as a reinvestment zone. Thereafter, El Paso County, Socorro Independent School District, the applicable Participant District, and, if such Participant District is annexed and dissolved, the City, at the option and discretion of each entity, may enter into tax abatement agreements with owners of property within the zone. Prior to entering into a tax abatement agreement, each entity must adopt guidelines and criteria for establishing tax abatement, which each entity will follow in granting tax abatement to owners of property. The tax abatement agreements may exempt from ad valorem taxation by each of the applicable taxing jurisdictions, including the applicable Participant District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with the terms of the tax abatement agreement. Each taxing jurisdiction has discretion to determine terms for its tax abatement agreements without regard to the terms approved by the other taxing jurisdictions.

## Valuation of Property for Taxation

Generally, property in the Participant District must be appraised by the Appraisal District at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by the Appraisal Review Board, it is used by the Participant District in establishing its tax rolls and tax rate. Generally, assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code. In determining market value, either the replacement cost or the income or the market data method of valuation may be used, whichever is appropriate. Nevertheless, certain land may be appraised at less than market value under the Property Tax Code. Increases in the appraised value of residence homesteads are limited by the Texas Constitution to 10 percent annually regardless of the market value of the property.

The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its market value. Substantially all of the undeveloped land in any of the Participant Districts is valued based on agricultural use. The Property Tax Code permits under certain circumstances that residentialreal property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the applicable Participant District can collect taxes based on the new use, including taxes for the previous three (3) years for agricultural use and taxes for the previous five (5) years for open space land and timberland.

The Property Tax Code requires the Appraisal District to implement a plan for periodic reappraisal of property to update appraisal values. The plan must provide for appraisal of all real property in the Appraisal District at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis. Each Participant District, however, at its expense has the right to obtain from the Appraisal District a current estimate of appraised values within such Participant District or an estimate of any new property or improvements within such Participant District.

While such current estimate of appraised values may serve to indicate the rate and extent of growth of taxable values within the applicable Participant District, it cannot be used for establishing a tax rate within such Participant District until such time as the Appraisal District chooses formally to include such values on its appraisal roll.

## **Participant Districts and Taxpayer Remedies**

Under certain circumstances taxpayers and taxing units (such as the Participant Districts) may appeal the orders of the Appraisal Review Board by filing a timely petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by the Participant Districts and provides for taxpayer referenda which could result in the repeal of certain tax increases. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

## Rollback of Operation and Maintenance Tax Rate

During the 86th Regular Legislative Session, Senate Bill 2 ("SB 2") was passed and signed by the Governor, with an effective date (as to those provisions discussed herein) of January 1, 2020, and the provisions described herein are effective beginning with the 2020 tax year. See "SELECTED FINANCIAL INFORMATION" for a description of the Participant District's current total tax rate. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below.

SB 2 classifies municipal utility districts differently based on their current operation and maintenance tax rate or on the percentage of projected build-out that a district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified herein as "Special Taxing Units." Districts that have financed, completed, and issued bonds to pay for all land, improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed can be classified herein as "Developing Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate pursuant to SB 2 is described for each classification below.

# Special Taxing Units

Special Taxing Units that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Special Taxing Unit is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

## **Developed Districts**

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.035 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions, plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Special Taxing Unit and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Special Taxing Units.

## Developing Districts

Districts that do not meet the classification of a Special Taxing Unit or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate.

If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

#### The Participant Districts

A determination as to a district's status as a Special Taxing Unit, Developed District or Developing District will be made by the Board of Directors of the applicable Participant District on an annual basis. With respect to each Participant District's 2024 tax rate, the Participant Districts 4 6 and 11 have each been classified as a Developing District. The Master District cannot give any assurances as to what its classification or the classification of any Participant District will be at any point in time or whether each Participant District's future tax rates will result in a total tax rate that will reclassify such Participant District into a new classification and new election calculation.

## **Levy and Collection of Taxes**

Each Participant District is responsible for the levy and, unless it elects to transfer such functions to another governmental entity, collection of its taxes. By September 1 of each year, or as soon thereafter as practicable, the rate of taxation is set by the Board of Directors of such Participant District based upon: a) the valuation of property within the Participant District as of the preceding January 1, and b) the amount required to be raised for debt service, maintenance purposes and authorized contractual obligations. Taxes are due October 1, or when billed, whichever comes later, and become delinquent if not paid before February 1 of the year following the year in which imposed. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty for collection costs of an amount established by the Participant District and a delinquent tax attorney. For those taxes billed at a later date and that become delinquent on or after June 1, they will also incur an additional penalty for collection costs of an amount established by the Participant District and a delinquent tax attorney. The delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code makes provisions for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances which, at the option of the Participant District, may be rejected.

Each Participant District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

# Rights in the Event of Tax Delinquencies

Taxes levied by the Participant Districts are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State and each local taxing unit, including each Participant District, having power to tax the property. Each Participant District's tax lien is on a parity with tax liens of such other taxing units (see "ESTIMATED OVERLAPPING DEBT STATEMENT - Overlapping Tax Rates for 2023"). A tax lien on real property takespriority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the respective Participant District is determined by applicable federal law. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, a Participant District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, such Participant District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the cost of suit and sale, by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights (a taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and all other types of property after the purchaser's deed issued at the foreclosure sale is filed in the county records) or by bankruptcy proceedings which restrict the collection of taxpayer debts. The Participant District's ability to foreclose its tax lien or collect penalties or interest on delinquent taxes may be limited on property owned by a financial institutionwhich is under receivership or conservatorship by the FDIC. See "RISK FACTORS – The Effect of FIRREA on Tax Collections of the Participant Districts."

PRO-FORMA DEBT SERVICE REQUIREMENTS

Fiscal Year				Total
Ending,		Debt		
30-Sep	Principal	Service		
2025	\$ 70,000	\$ 268,125	\$ 338,125	\$ 338,125
2026	95,000	243,650	338,650	338,650
2027	100,000	238,425	338,425	338,425
2028	105,000	232,925	337,925	337,925
2029	110,000	227,150	337,150	337,150
2030	115,000	221,100	336,100	336,100
2031	120,000	214,775	334,775	334,775
2032	130,000	208,175	338,175	338,175
2033	135,000	201,025	336,025	336,025
2034	145,000	193,600	338,600	338,600
2035	150,000	185,625	335,625	335,625
2036	160,000	177,375	337,375	337,375
2037	170,000	168,575	338,575	338,575
2038	175,000	159,225	334,225	334,225
2039	185,000	149,600	334,600	334,600
2040	195,000	139,425	334,425	334,425
2041	210,000	128,700	338,700	338,700
2042	220,000	117,150	337,150	337,150
2043	230,000	105,050	335,050	335,050
2044	245,000	92,400	337,400	337,400
2045	260,000	78,925	338,925	338,925
2046	270,000	64,625	334,625	334,625
2047	285,000	49,775	334,775	334,775
2048	300,000	34,100	334,100	334,100
2049	320,000	17,600	337,600	337,600
Total	\$ 4,500,000	\$ 3,917,100	\$ 8,417,100	\$ 8,417,100
•	·			
Maximum An	nual Debt Service	(2045)		. \$ 338,925

#### LEGAL MATTERS

## **Legal Proceedings**

Issuance of the Bonds is subject to the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and binding obligations of the Master District payable from the proceeds of an annual ad valorem tax levied, without legal limit as to rate or amount, upon all taxable property within the Master District. Issuance of the Bonds is also subject to the legal opinion of McCall, Parkhurst & Horton L.L.P. ("Bond Counsel"), based upon examination of a transcript of the proceedings incident to authorization and issuance of the Bonds, to the effect that the Bonds are valid and binding obligations of the Master District payable from the sources and enforceable in accordance with the terms and conditions described therein, except to the extent that the enforceability thereof may be affected by governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principles of equity. Bond Counsel's legal opinionwill also address the matters described below under "TAX EXEMPTION". Such opinions will express no opinion with respect to the sufficiency of the security for or the marketability of the Bonds. In connection with the issuance of the Bonds, Bond Counsel has been engaged by, and only represents, the Master District.

The legal fees to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of Bonds actually issued, sold and delivered, and therefore, such fees are contingent upon the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Bond Counsel has reviewed the information appearing in this Official Statement under "THE BONDS," "THE MASTER DISTRICT – General" (excluding the last paragraph thereof), "MANAGEMENT – Bond Counsel," "THE MASTER DISTRICT CONTRACT," "THE INDENTURE," "TAX PROCEDURES," "LEGAL MATTERS – Legal Proceedings" (insofar as such section relates to the legal opinion of Bond Counsel), and "TAX EXEMPTION" (insofar as such section relates to the legal opinion of Bond Counsel)" and "CONTINUING DISCLOSURE OF INFORMATION" (except under the subheading "Compliance with Prior Undertakings") solely to determine if such information, insofar as it relates to matters of law, is true and correct, and whether such information fairly summarizes the provisions of the documents referred to therein. Bond Counsel has not, however, independently verified any of the factual information contained in this Official Statement nor has it conducted an investigation of the affairs of the Master District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon Bond Counsel's limited participation as an assumption of responsibility for or an expression of opinion of any kind with regard to the accuracy or completeness of any information contained herein.

#### No Material Adverse Change

The obligations of the Initial Purchaser to take and pay for the Bonds, and of the Master District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the Master District from that set forth or contemplated in the Preliminary Official Statement as amended or supplemented through the date of sale.

## **No-Litigation Certificate**

The Master District will furnish the Initial Purchaser a certificate, executed by both the President and Secretary of the Board, and dated asof the date of delivery of the Bonds, to the effect that no litigation of any nature is pending, or to its knowledge threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the levy, assessment and collection of ad valorem taxes to pay the interest or the principal of the Bonds; in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds; or affecting the validity of the Bonds or the title of the present officers of the Master District.

#### TAX EXEMPTION

## **Opinion**

On the date of initial delivery of the Bonds, Bond Counsel will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel to the Master District will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See "APPENDIX B – Form of Bond Counsel's Opinion."

In rendering its opinion, Bond Counsel to the Master District will rely upon (a) the Master District's federal tax certificate and (b) covenants of the Master District with respect to arbitrage, the application of the proceeds to be received from the issuance and sale of the Bonds and certain other matters. Failure of the Master District to comply with these representations or covenants could cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel is conditioned on compliance by the Master District with the covenants and the requirements described in the preceding paragraph, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. The Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the Master District with respect to the Bonds or the facilities financed or refinanced with the proceeds of the Bonds. Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the representations of the Master District that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an audit is commenced, under current procedures the Internal Revenue Service is likely to treat the Master District as the taxpayer and the Bondholders may have no right to participate in suchprocedure. No additional interest will be paid upon any determination of taxability.

## Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

# **Collateral Federal Income Tax Consequences**

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE Bonds.

Interest on the Bonds may be includable in certain corporation's "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount Bonds" to the extent such gain does not exceed the accrued market discount of such Bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

#### State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

## **Information Reporting and Backup Withholding**

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of foreign investors, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

## **Future and Proposed Legislation**

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or State law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

### **Qualified Tax-Exempt Obligations for Financial Institutions**

Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a "financial institution," on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer's taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a "financial institution" allocable to tax-exempt obligations, other than "private activity bonds," that are designated by a "qualified small issuer" as "qualified tax-exempt obligations." A "qualified small issuer" is any governmental issuer (together with any "on-behalf of" and "subordinate" issuers) who issues no more than \$10,000,000 of tax-exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term "financial institution" as any "bank" described in section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person's trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to "qualified tax-exempt obligations" provided by section 265(b) of the Code, section 291 of the Code provides that the allowable deduction to a "bank", as defined in section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase "qualified tax-exempt obligations" shall be reduced by twenty-percent (20%) as a "financial institution preference item."

The Master District expects to designate the Bonds as "qualified tax-exempt obligations" within the meaning of section 265(b) of the Code. In furtherance of that designation, the Master District will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as "qualified tax-exempt obligations." Potential purchasers should be aware that if the issue price to the public exceeds \$10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of \$10,000,000 is disregarded; however the Internal Revenue Service could take acontrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, thensuch obligations might fail to satisfy the \$10,000,000 limitation and the Bonds would not be "qualified tax-exemptobligations."

## SALE AND DISTRIBUTION OF THE BONDS

#### Award of the Bonds

After requesting competitive bids for the Bonds, the Master District accepted the bid resulting in the lowest net interest cost, which bid was tendered by \_\_\_\_\_ (the "Initial Purchaser") bearing the interest rates shown on the cover page hereof, at a price of \_\_\_\_\_ % of the principal amount thereof which resulted in a net effective interest rate of \_\_\_\_\_ % as calculated pursuant to Chapter 1204 of the Texas Government Code, as amended.

### **Prices and Marketability**

The delivery of the Bonds is conditioned upon the receipt by the Master District of a certificate executed and delivered by the Initial Purchaser on or before the date of delivery of the Bonds stating the prices at which the Bonds have been offered for sale to the public. For this purpose, the term "public" shall not include any person who is a bond house, broker, or similar person acting in the capacity of initial purchaser or wholesaler. Otherwise, the Master District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds. Information concerning reoffering yields or prices is the responsibility of the Initial Purchaser.

The prices and other terms with respect to the offering and sale of the Bonds may be changed at any time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Master District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold, or traded in the secondary market.

## **Securities Laws**

No registration statement relating to the offer and sale of the Bonds has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The Master District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bondsshall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

### **RATING**

### **Municipal Bond Rating and Municipal Bond Insurance**

The underlying credit rating for the Bonds is rated "\_\_\_\_" by S&P, without regard to credit enhancement. An explanation of the significance of such rating may be obtained from the company furnishing the rating. The rating reflects only the view of such organization and the Master District makes no representation as to the appropriateness of the rating. There is no assurance that such rating will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such rating company, if in the judgment of such company circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

The Master District has not applied for Municipal Bond Insurance.

#### PREPARATION OF OFFICIAL STATEMENT

## **Sources and Compilation of Information**

The financial data and other information contained in this Official Statement has been obtained primarily from the Master District's records, the Developer, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from certain other sources. All of these sources are believed to be reliable, but no guarantee is made by the Master District as to the accuracy or completeness of the information derived from sources other than the Master District, and its inclusion herein is not to be construed as a representation on the part of the Master District except as described below under "Certification of Official Statement." Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

## Financial Advisor

Hilltop Securities, Inc., ("HilltopSecurities") is employed as the Financial Advisor to the Master District to render certain professional services, including advising the Master District on a plan of financing and preparing the Official Statement. In its capacity as Financial Advisor, HilltopSecurities has compiled and edited this Official Statement. In addition to compiling and editing, the Financial Advisor has obtained the information set forth herein under the caption indicated from the following sources:

"THE MASTER DISTRICT AND THE PARTICIPANT DISTRICTS" – the Developer; TRE & Associates, LLC ("Engineer"), and records of the Master District ("Records"); "THE DEVELOPER" - Developer; "THE SYSTEM" - Engineer; Records; "FINANCIAL STATEMENT" - District records; "ESTIMATED OVERLAPPING DEBT STATEMENT" - Municipal Advisory Council of Texas and Financial Advisor; "TAX DATA" - City of El Paso Tax Assessor/Collector; "MANAGEMENT" - District General Counsel; "PROFORMA DEBT SERVICE REQUIREMENTS" - Financial Advisor; "THE BONDS," "LEGAL MATTERS," and "TAX EXEMPTION" - McCall, Parkhurst & Horton L.L.P.

The Financial Advisor has provided the following sentence for inclusion in this official statement. The Financial Advisor has reviewed the information in this official statement in accordance with, and as part of, its responsibilities to the Master District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

## **Consultants**

In approving this Official Statement the Master District has relied upon the following consultants.

Engineer: The information contained in this Official Statement relating to engineering matters and to the description of the System and in particular that information included in the sections entitled "THE MASTER DISTRICT AND THE PARTICIPANT DISTRICTS" and "THE SYSTEM" has been provided by TRE & Associates, LLC, Consulting Engineers, and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

Appraisal District: The information contained in this Official Statement relating to the assessed valuations has been provided by the El Paso Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in the County, including the Master District.

<u>Tax Assessor/Collector</u>: The information contained in this Official Statement relating to the historical breakdown of the Assessed Valuations, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by the Appraisal District and the City of El Paso Tax Assessor/Collector and is included herein in reliance upon their respective authority as experts in assessing and collecting taxes.

<u>Auditor</u>: The Master District's financial statements for the fiscal year ending September 30, 2023 have been audited by West, Davis & Company, LLP. See "APPENDIX B" for a copy of the Master District's September 30, 2023, audited financial statements. Approved audited financial statements will be submitted to the MSRB (as defined herein) through its EMMA (as defined herein) system, pursuant to the Master District's continuing disclosure undertakings.

### **Updating the Official Statement**

If, subsequent to the date of the Official Statement, the Master District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser, of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, the Master District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the Master District to so amend or supplement the Official Statement will terminate when the Master District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the Master District on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the Master District's obligations hereunder will extend for an additional period of time as required by law (but not more than 90 days after the date the Master District delivers the Bonds).

## **Certification of Official Statement**

The Master District, acting through its Board of Directors in its official capacity, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the Master District and its affairs containedherein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they are made, not

misleading. With respect to information included in this Official Statement other than that relating to the Master District, the Master District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the Master District. In rendering such certificate, the official executing this certificate may state that he has relied in part on his examination of records of the Master District relating to matters within his own area of responsibility, and his discussions with, or certificates or correspondence signed by, certain other officials, employees, consultants and representatives of the Master District.

## Official Statement "Deemed Final"

For purposes of compliance with Rule 15c2-12, this document, as the same may be supplemental or corrected by the Master District from time-to-time, may be treated as an official statement with respect to the Bonds described herein "deemed final" by the Master District as of the date hereof (or of any such supplement or correction).

The Official Statement, when further supplemented by adding information specifying the interest rates and certain other information relating to the Bonds, shall constitute a "final official statement" of the Master District with respect to the Bonds as that term is defined in Rule 15c2-12.

## CONTINUING DISCLOSURE OF INFORMATION

The Master District in the Bond Resolution made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The Master District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the Master District has agreed to provide or cause to be provided certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board ("MSRB") or to any successor to its functions as a repository through its Electronic Municipal Market Access ("EMMA") system. In accordance with the Master District Contract, each Participant District has agreed to cooperate with the Master District in assisting the Master District with filings required information with the MSRB.

## **Annual Reports**

The Participant Districts, including the District, will provide certain financial information and operating data annually to the MSRB. The financial information and operating data which will be provided with respect to each Participant District will be the information in "APPENDIX A" for each Participant District and each Participant District's audited financial statements and supplemental schedules in a form similar to those in "APPENDIX B - District Audited Financial Statements For Fiscal Year Ended September 30, 2023." Each Participant District will update and provide this information within six months after the end of each of its fiscal years. The Participant District will provide the updated information to the MSRB or any successor to its functions as a repository through the EMMA system. Any information concerning any Participant District so provided shall be prepared in accordance with generally accepted auditing standards or other such principles as each Participant District may be required to employ from time to time pursuant to State law or regulation, and audited if the audit report is completed within the period during which it must be provided. If the audit report of a Participant District is not complete within such period, then the Participant District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six month period, and audited financial statements when the audit report becomes available.

Each Participant District's current fiscal year end is September 30. Accordingly, each Participant District must provide updated information by March 31 in each year, unless such Participant District changes its fiscal year. If the Participant District changes its fiscal year, it will notify the MSRB of the change.

## **Notice of Certain Events**

The Master District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRBin excess of ten business days after the occurrence of an event. The Master District will provide notice of any of the following events withrespect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the Master District or other obligated person within the meaning of Rule 15c2-12; (13) consummation of a merger, consolidation, or acquisition involving the Master District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the Master District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive

agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For these purposes, any event described in clause (12) of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer of the Master District in a proceeding under the United States Bankruptcy Court or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Master District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Master District in possession but subject to the supervision and orders of a court of governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by acourt or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Master District.

For the purposes of the events described in clauses (15) and (16) of the preceding paragraph, the term "Financial Obligation" is defined in the Bond Resolution to mean (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, and existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule. The Bond Resolution further provides that the Master District intends the words in such clauses (15) and (16) in the preceding paragraph and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 29, 2018.

The Master District will provide notice of the aforementioned events to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event). The Master District will also provide timely notice of any failure by the Master District to provide annual financial information in accordance with its agreement described above under "Annual Reports."

## **Availability of Information from MSRB**

The Participant Districts have agreed to provide the foregoing information only to the MSRB. The MSRB makes the information available to the public without charge through its EMMA internet portal at emma.msrb.org.

# **Limitations and Amendments**

The Master District has agreed to update information and to provide notices of material events only as described above. The Master District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The Master District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The Master District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the Master District to comply with its agreement.

The Master District may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from achange in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Master District, but only if the agreement, as amended, would have permitted an initial purchaser to purchase or sell Bonds in the offering made hereby in compliance with Rule 15c2-12, taking into account any amendments or interpretations of Rule 15c2-12 to the date of such amendment, as well as such changed circumstances, and either the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the Master District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The Master District may also amend or repeal the agreement in the Bond Resolution if the SEC amends or repeals the applicable provisions of Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Initial Purchaser from lawfully purchasing the Bonds in the offering described herein.

If the Master District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

## **Compliance with Prior Undertakings**

The Master District first entered into an agreement to provide continuing disclosure for the fiscal year ended September 30, 2021 and has since entered into a second agreement. The Master District has complied in all material respects with such agreement.

## **MISCELLANEOUS**

All estimates, statements and assumptions in this Official Statement and the Appendix hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

This Official Statement was approved by the Board of Directors of the Master District, as of the date shown on the cover page.

President, Board of Directors Paseo del Este Municipal Utility District No. 1

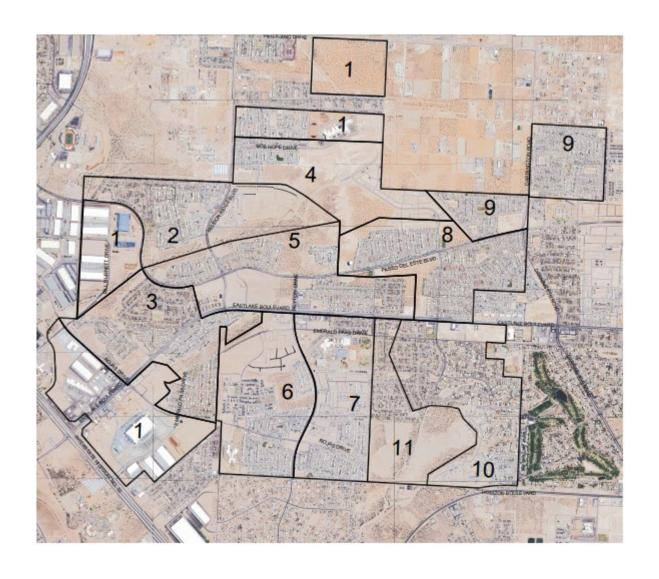
ATTEST:

Secretary, Board of Directors

Secretary, Board of Directors

Municipal Utili Paseo del Este Municipal Utility District No. 1

# **AERIAL PHOTOGRAPHS** (Approximate boundaries)



# APPENDIX A

# CERTAIN FINANCIAL INFORMATION REGARDING THE PARTICIPANTS

Total Principal Amount of Unlimited Tax Bonds Issued to Date	\$\$ \$\$	11,375,000 - - - - 11,375,000	
Tax Year 2024 Certified Taxable Assessed Valuation		\$	801,652,566
Tax Year 2024 Certified Taxable Assessed Valuation as a Percentage Tax Year 2024 Certified Taxable Assessed Valuation of all Particip			24.72%
Estimated Average Annual Debt Service on the Master District Bonds:		\$	336,684
Pro rata Share of the Master District Bonds based on Tax Year 2024			83,228
Estimated Maximum Annual Debt Service on the Master District Bond Pro rata Share of the Master District Bonds based on Tax Year 2024		338,925 83,782	
Tax Rate Required to Pay Pro rata Share of the Bonds based upon the			
Tax Year 2024 Certified Taxable Assessed Valuationat 98% collection	ns: 🗆		
Average Annual Debt Service		\$	0.0106 /\$100 A.V.
Maximum Annual Debt Service		\$	0.0107 /\$100 A.V.
Status of Development as of September 30, 2024:			
Acreage			777.50
Total Connections			534
		2024	% of
		Taxable	Taxable
Name of Taxpayer	Nature of Property	Assessed	Assessed
Amazon.com Services LLC	Warehouse/Distribution	\$ 237,619,797	29.64%
Emerald Pass 12101 Project LLC	Developer	163,735,587	20.42%
SL6 EP Industrial LP	Warehouse/Distribution	58,575,000	7.31%
DI El Paso Logistics Park LP	32,994,531	4.12%	
CPREIF Rojas LLC	30,308,200	3.78%	
Logika Properties LLC	28,715,610	3.58%	
CH DOF I-Crep I El Paso Bill Burnett LLC	28,500,000	3.56%	
ROP Eastlake LLC	27,808,516	3.47%	
River Oaks (Montwood) LTD	Developer	15,225,766	1.90%
Texas M-H LLC	Developer	12,201,092	1.52%
Total		\$ 635,684,099	79.30%

Assessed				Current Col	lections	Total Co	Fiscal Year	
Valuation	Tax Rate	Tax Levy	<u> </u>	Amount	Percent	Amount	Percent	Ending
\$ 18,884,374	\$ 0.7500	\$ 141,63	33 \$	5 151,770	107.16%	\$ 151,770	107.16%	9/30/2021
80,067,590	0.7500	600,50	)7	620,372	103.31%	616,011	102.58%	9/30/2022
377,333,988	0.7500	2,830,00	)5	2,825,991	99.86%	2,825,352	99.84%	9/30/2023
587,808,131	0.7500	4,408,50	51	4,545,969	103.12%	4,544,726	103.09%	9/30/2024
801,652,566	0.7500	6,012,394		N/A	0.00%	N/A	0.00%	9/30/2025
		20:	24	2023	2022	2021	2020	
Debt Servi	ce	\$ 0.	1014	\$ 0.2056	\$0.2112	\$0.0000	\$0.0000	
Contract (a)		0.	2900	0.2900	0.2900	0.2900	0.2900	
Maintenanc	e and Operations	0.	3586	0.2544	0.2488	0.4600	0.4600	
	Total	\$0	.7500	\$0.7500	\$0.7500	\$0.7500	\$0.7500	
	Valuation \$ 18,884,374 80,067,590 377,333,988 587,808,131 801,652,566  Debt Servic Contract (a) Maintenance	Valuation         Tax Rate           \$ 18,884,374         \$ 0.7500           80,067,590         0.7500           377,333,988         0.7500           587,808,131         0.7500           801,652,566         0.7500   Debt Service Contract (a)	Valuation         Tax Rate         Tax Levy           \$ 18,884,374         \$ 0.7500         \$ 141,63           80,067,590         0.7500         600,50           377,333,988         0.7500         2,830,00           587,808,131         0.7500         4,408,56           801,652,566         0.7500         6,012,39           Debt Service         \$ 0.           Contract (a)         0.           Maintenance and Operations         0.	Valuation         Tax Rate         Tax Levy           \$ 18,884,374         \$ 0.7500         \$ 141,633         \$ 80,067,590         0.7500         600,507           377,333,988         0.7500         2,830,005         587,808,131         0.7500         4,408,561           801,652,566         0.7500         6,012,394         \$ 0.1014           Contract (a)         0.2900           Maintenance and Operations         0.3586	Valuation         Tax Rate         Tax Levy         Amount           \$ 18,884,374         \$ 0.7500         \$ 141,633         \$ 151,770           \$0,067,590         0.7500         600,507         620,372           377,333,988         0.7500         2,830,005         2,825,991           587,808,131         0.7500         4,408,561         4,545,969           801,652,566         0.7500         6,012,394         N/A           Debt Service Contract (a)         \$ 0.1014         \$ 0.2056           Contract (a)         0.2900         0.2900           Maintenance and Operations         0.3586         0.2544	Valuation         Tax Rate         Tax Levy         Amount         Percent           \$ 18,884,374         \$ 0.7500         \$ 141,633         \$ 151,770         107.16%           \$ 0,067,590         0.7500         600,507         620,372         103.31%           377,333,988         0.7500         2,830,005         2,825,991         99.86%           587,808,131         0.7500         4,408,561         4,545,969         103.12%           801,652,566         0.7500         6,012,394         N/A         0.00%           Debt Service Contract (a)         \$ 0.1014         \$ 0.2056         \$ 0.2112           Contract (a)         0.2900         0.2900         0.2900           Maintenance and Operations         0.3586         0.2544         0.2488	Valuation         Tax Rate         Tax Levy         Amount         Percent         Amount           \$ 18,884,374         \$ 0.7500         \$ 141,633         \$ 151,770         107.16%         \$ 151,770           \$ 80,067,590         0.7500         600,507         620,372         103.31%         616,011           377,333,988         0.7500         2,830,005         2,825,991         99.86%         2,825,352           587,808,131         0.7500         4,408,561         4,545,969         103.12%         4,544,726           801,652,566         0.7500         6,012,394         N/A         0.00%         N/A           Debt Service         \$ 0.1014         \$ 0.2056         \$ 0.2112         \$ 0.0000           Contract (a)         0.2900         0.2900         0.2900         0.2900         0.2900           Maintenance and Operations         0.3586         0.2544         0.2488         0.4600	Valuation         Tax Rate         Tax Levy         Amount         Percent         Amount         Percent           \$ 18,884,374         \$ 0.7500         \$ 141,633         \$ 151,770         107.16%         \$ 151,770         107.16%           \$ 0,067,590         0.7500         600,507         620,372         103.31%         616,011         102.58%           377,333,988         0.7500         2,830,005         2,825,991         99.86%         2,825,352         99.84%           587,808,131         0.7500         4,408,561         4,545,969         103.12%         4,544,726         103.09%           801,652,566         0.7500         6,012,394         N/A         0.00%         N/A         0.00%           Debt Service         \$ 0.1014         \$ 0.2056         \$0.2112         \$0.0000         \$0.0000           Contract (a)         0.2900         0.2900         0.2900         0.2900         0.2900         0.2900         0.2900         0.2900         0.4600         0.4600           Maintenance and Operations         0.3586         0.2544         0.2488         0.4600         0.4600

Total Principal Amount of Unlimited Tax Bonds Issued to Date		10,945,000	Ī
Debt Service Tax Limitation (per \$100 of assessed valuation)		-	Ī
Maintenance Tax Limitation (per \$100 of assessed valuation)	\$	-	Ī
Contract Tax Limitation	. \$	-	I
Gross Outstanding Direct Debt	. \$	10,945,000	
Tax Year 2024 Certified Taxable Assessed Valuation	\$	242,474,727	
Tax Year 2024 Certified Taxable Assessed Valuation as a Percentage of			
Tax Year 2024 Certified Taxable Assessed Valuation of all Participants		7.48%	
Estimated Average Annual Debt Service on the Master District Bonds:	. \$	336,684	
Pro rata Share of the Master District Bonds based on Tax Year 2024 Certified Taxable Assessed Valuation		25,174	
Estimated Maximum Annual Debt Service on the Master District Bonds	\$	338,925	
Pro rata Share of the Master District Bonds based on Tax Year 2024 Certified Taxable Assessed Valuation	. \$	25,341	
Tax Rate Required to Pay Pro rata Share of the Bonds based upon the			
Tax Year 2024 Certified Taxable Assessed Valuationat 98% collections: □			I
Average Annual Debt Service	. \$	0.0106 /\$1	100 A.V.
Maximum Annual Debt Service	\$	0.0107 /\$1	100 A.V.
Status of Development as of September 30, 2024:			
Acreage		380.50	Ţ
Total Connections		825.00	

			2024	% of
			Taxable	Taxable
		Asse	ssed Valuation	Assessed
Name of Taxpayer	Nature of Property			Valuation
Lalolands Inc.	Real Estate	\$	3,670,300	1.51%
Rise Homes LLc	Residential		2,654,359	1.09%
Mendevil Jason M & Hope	Residential		1,898,323	0.78%
Tran Sifrance & Peerapan	Residential		1,365,000	0.56%
Palo Verde Homes	Residential		1,322,568	0.55%
Guerrero Richard & Martinez Irma	Residential		1,041,912	0.43%
The Altar Fire Trust	Trust		1,233,095	0.51%
Chukwu Ikedieze & Nwankwo Adaora C	Residential		978,023	0.40%
Cullers Homes LLC	Residential		963,130	0.40%
Jegar Ventures LLC	Commercial		944,796	0.39%
Total		\$	16,071,506	6.63%

Tax	Assessed			Current Col	llections	Total Col	lections	Fiscal Year	
Year	Valuation	Tax Rate	Tax Levy	Amount	Percent	Amount	Percent	Ending	
2020	\$ 124,094,906	\$ 0.7500	\$ 930,712	\$ 950,437	102.12%	\$ 951,502	102.23%	9/30/2021	
2021	132,936,647	0.7500	997,025	1,021,454	102.45%	1,025,032	102.81%	9/30/2022	
2022	163,166,080	0.7419	1,210,529	1,232,298	101.80%	1,237,120	102.20%	9/30/2023	
2023	209,142,346	0.7339	1,534,896	1,532,322	99.83%	1,537,974	100.20%	9/30/2024	
2024	242,474,727	0.7308	1,772,005	N/A	0.00%	N/A	0.00%	9/30/2025	

	2024	2023	2022	2021	2020
Debt Service	\$ 0.3550	\$0.3577	\$0.3780	\$0.3398	\$0.3944
Contract (a)	0.2900	0.2900	0.2900	0.2900	0.2900
Maintenance and Operations	0.0858	0.0862	0.0739	0.1202	0.0656
Total	\$0.7308	\$0.7339	\$0.7419	\$0.7500	\$0.7500

Total Principal Amount of Unlimited Tax Bonds Issued to Da	ıte			\$ 6,535,000
Debt Service Tax Limitation (per \$100 of assessed valuation				
Maintenance Tax Limitation (per \$100 of assessed valuation)				
Contract Tax Limitation				
Gross Outstanding Direct Debt		\$ 6,535,000		
Tax Year 2024 Certified Taxable Assessed Valuation				\$ 330,260,790
Tax Year 2024 Certified Taxable Assessed Valuation as a Pe	ercentage of			
Tax Year 2024 Certified Taxable Assessed Valuation of al	11 Participants			10.18%
Estimated Average Annual Debt Service on the Master Distri	int Dander			\$ 336,684
Pro rata Share of the Master District Bonds based on Tax \( \)				
FIO fata Share of the infaster District Donas based on fax	Teal 2024 Certified Taxable Assessed va	a1uau011		34,200
Estimated Maximum Annual Debt Service on the Master Dist	rict Bonds			\$ 338,925
Pro rata Share of the Master District Bonds based on Tax '	Year 2024 Certified Taxable Assessed Va	aluation		\$ 34,516
To Date Described to Day Dra note Chara of the Dande heard	· · · · · · · · · · · · · · · · ·			
Tax Rate Required to Pay Pro rata Share of the Bonds based Tax Year 2024 Certified Taxable Assessed Valuationat 98% of	=			
Average Annual Debt Service				\$ 0.0106 /\$100 A.V.
Maximum Annual Debt Service				
Status of Development as of September 30, 2024:  Acreage  Total Connections				411.40 1,280.00
			2024	
			2024	% of
			2024 Taxable	% of Taxable
			Taxable	Taxable
Name of Taxpayer	Nature of Property			
Name of Taxpayer Chapel Hill Place LLC	Nature of Property Apartments		Taxable	Taxable Assessed
		Asses	Taxable sed Valuation	Taxable Assessed Valuation
Chapel Hill Place LLC	Apartments	Asses	Taxable sed Valuation 9,812,649	Taxable Assessed Valuation 2.97%
Chapel Hill Place LLC 12320 Eastlake LLC	Apartments Residential	Asses	Taxable seed Valuation 9,812,649 1,322,905	Taxable Assessed Valuation 2.97% 0.40%
Chapel Hill Place LLC 12320 Eastlake LLC Ept-Eastlake LLC	Apartments Residential Commercial	Asses	Taxable seed Valuation 9,812,649 1,322,905 1,250,000	Taxable Assessed Valuation 2.97% 0.40% 0.38%
Chapel Hill Place LLC 12320 Eastlake LLC Ept-Eastlake LLC Gonzalez Jaime & Martha H	Apartments Residential Commercial Residential	Asses	9,812,649 1,322,905 1,250,000 891,152	Taxable Assessed Valuation  2.97% 0.40% 0.38% 0.27%
Chapel Hill Place LLC 12320 Eastlake LLC Ept-Eastlake LLC Gonzalez Jaime & Martha H Villanueva Eduardo I	Apartments Residential Commercial Residential Residential	Asses	7 Axable seed Valuation 9,812,649 1,322,905 1,250,000 891,152 885,550	Taxable Assessed Valuation 2.97% 0.40% 0.38% 0.27% 0.27%
Chapel Hill Place LLC 12320 Eastlake LLC Ept-Eastlake LLC Gonzalez Jaime & Martha H Villanueva Eduardo I Yu David & Cynthia R	Apartments Residential Commercial Residential Residential Residential	Asses	9,812,649 1,322,905 1,250,000 891,152 885,550 814,075	Taxable Assessed Valuation  2.97% 0.40% 0.38% 0.27% 0.27% 0.25%
Chapel Hill Place LLC 12320 Eastlake LLC Ept-Eastlake LLC Gonzalez Jaime & Martha H Villanueva Eduardo I Yu David & Cynthia R Mission Ridge Partners LP Pinedale Aiden R & Deborah	Apartments Residential Commercial Residential Residential Residential Residential	Asses	9,812,649 1,322,905 1,250,000 891,152 885,550 814,075 702,730 698,223	Taxable Assessed Valuation  2.97% 0.40% 0.38% 0.27% 0.27% 0.25% 0.21%
Chapel Hill Place LLC 12320 Eastlake LLC Ept-Eastlake LLC Gonzalez Jaime & Martha H Villanueva Eduardo I Yu David & Cynthia R Mission Ridge Partners LP	Apartments Residential Commercial Residential Residential Residential Residential Residential Residential	Asses	9,812,649 1,322,905 1,250,000 891,152 885,550 814,075 702,730 698,223 685,000	Taxable Assessed Valuation  2.97% 0.40% 0.38% 0.27% 0.27% 0.25% 0.21% 0.21% 0.21%
Chapel Hill Place LLC 12320 Eastlake LLC Ept-Eastlake LLC Gonzalez Jaime & Martha H Villanueva Eduardo I Yu David & Cynthia R Mission Ridge Partners LP Pinedale Aiden R & Deborah Negrete Jose L JR & Yubia F	Apartments Residential Commercial Residential Residential Residential Residential Residential Residential Residential	Asses	9,812,649 1,322,905 1,250,000 891,152 885,550 814,075 702,730 698,223	Taxable Assessed Valuation  2.97% 0.40% 0.38% 0.27% 0.27% 0.25% 0.21% 0.21% 0.21%

Tax	Assessed			Current Co	llections	Total Coll	Fiscal Year	
Year	Valuation	Tax Rate	Tax Levy	Amount	Percent	Amount	Percent	Ending
2020	\$ 228,947,488	\$ 0.7500	\$ 1,717,106	\$ 1,721,122	100.23%	\$ 1,726,351	100.54%	9/30/2021
2021	255,256,521	0.7500	1,914,424	1,860,932	97.21%	1,867,896	97.57%	9/30/2022
2022	283,598,512	0.7217	2,046,730	2,061,617	100.73%	2,069,265	101.10%	9/30/2023
2023	304,945,986	0.6962	2,123,034	2,162,949	101.88%	2,161,559	101.81%	9/30/2024
2024	330,260,790	0.6937	2,291,019	N/A	0.00%	N/A	0.00%	9/30/2025

	 2024	2023	2022	2021	2020
Debt Service	\$ 0.2245	\$ 0.2403	\$0.2597	\$0.2813	\$0.3783
Contract (a)	0.2900	0.2900	0.2900	0.2900	0.2900
Maintenance and Operations	 0.1792	0.1659	0.1720	0.1787	0.0817
Total	\$0.6937	\$0.6962	\$0.7217	\$0.7500	\$0.7500

Total Principal Amount of Unlimited Tax Bonds Issued to Date	. \$	10,180,000	
Debt Service Tax Limitation (per \$100 of assessed valuation)	. \$	-	
Maintenance Tax Limitation (per \$100 of assessed valuation)	. \$	-	
Contract Tax Limitation		-	
Gross Outstanding Direct Debt	. \$	10,180,000	
Tax Year 2024 Certified Taxable Assessed Valuation	. \$	107,298,594	
Tax Year 2024 Certified Taxable Assessed Valuation as a Percentage of			
Tax Year 2024 Certified Taxable Assessed Valuation of all Participants		3.31%	
Estimated Average Annual Debt Service on the Master District Bonds:	. \$	336,684	
Pro rata Share of the Master District Bonds based on Tax Year 2024 Certified Taxable Assessed Valuation	. \$	11,140	
Estimated Maximum Annual Debt Service on the Master District Bonds	. \$	338,925	
Pro rata Share of the Master District Bonds based on Tax Year 2024 Certified Taxable Assessed Valuation	. \$	11,214	
Tax Rate Required to Pay Pro rata Share of the Bonds based upon the			
Tax Year 2024 Certified Taxable Assessed Valuationat 98% collections: □			
Average Annual Debt Service	. \$	0.0106	/\$100 A.V.
Maximum Annual Debt Service	. \$	0.0107	/\$100 A.V.
Status of Development as of September 30, 2024:			
Acreage		318.30	•
Total Connections		601.00	

			2024	% of
			Taxable	Taxable
		Asse	essed Valuation	Assessed
Name of Taxpayer	Nature of Property	_		Valuation
Hunt Mission Ridge LLC	Real Estate	\$	3,479,001	3.24%
EPT Bella Custom Dream Homes LLC	Real Estate		2,173,631	2.03%
Hakes Brothers EPTX LLC	Real Estate		921,902	0.86%
Jcgar Ventures LLC	Real Estate		886,479	0.83%
Lalolands Inc.	Real Estate		784,215	0.73%
Diamond Homes LLC	Development		724,412	0.68%
Millennial Homes of El Paso LLC	Residential		706,452	0.66%
Horizon Desert Breeze LLC	Real Estate		652,090	0.61%
Icon Custom Home Builder LLC	Development		603,181	0.56%
Villagran Jessica A & Torres Erik A	Residential		558,350	0.52%
Total		\$	11,489,713	10.71%

Tax	Assessed				Current Coll	ections		Total Col	lections	Fiscal Year
Year	Valuation	Tax Rate	Tax Levy	Amount		Percent	Amount		Percent	Ending
2020	\$ 3,421,108	\$ 0.7500	\$ 25,658	\$	26,495	103.26%	\$	26,495	103.26%	9/30/2021
2021	17,946,624	0.7500	134,600		133,271	99.01%		133,271	99.01%	9/30/2022
2022	52,956,174	0.7500	397,171		400,009	100.71%		399,926	100.69%	9/30/2023
2023	80,692,541	0.7500	605,194		612,751	101.25%		612,751	101.25%	9/30/2024
2024	107,298,594	0.7500	804,739		N/A	0.00%		N/A	0.00%	9/30/2025
		2024		2023	2022		2021	2020		
	Debt Serv	ice	\$ 0.4349	9	\$ 0.4349	\$0.4349	- 5	\$0.0000	\$0.0000	
Contract (a)		0.2900	0	0.2900	0.2900	0.2900		0.2900		
	Maintenar	nce and Operations	0.025	1_	0.0251 0.025		0.4600 0.4		0.4600	
		Total	\$0.750	00 \$0.7500		\$0.7500	\$0.7500		\$0.7500	

Total Principal Amount of Unlimited Tax Bonds Issued to Date  Debt Service Tax Limitation (per \$100 of assessed valuation)				8,450,000
Maintenance Tax Limitation (per \$100 of assessed valuation)				-
Contract Tax Limitation				-
Gross Outstanding Direct Debt			\$	8,450,000
Tax Year 2024 Certified Taxable Assessed Valuation			\$	259,414,229
Tax Year 2024 Certified Taxable Assessed Valuation as a Percent	age of			
Tax Year 2024 Certified Taxable Assessed Valuation of all Par	ticipants			8.00%
				22 ( (2) 4
Estimated Average Annual Debt Service on the Master District Bo				336,684
Pro rata Share of the Master District Bonds based on Tax Year 2	2024 Certified Taxable Assessed Valuati	ion	Э	26,933
Estimated Maximum Annual Debt Service on the Master District B	onds		\$	338,925
Pro rata Share of the Master District Bonds based on Tax Year 2	2024 Certified Taxable Assessed Valuat	ion	\$	27,112
Tax Rate Required to Pay Pro rata Share of the Bonds based upon				
Tax Year 2024 Certified Taxable Assessed Valuationāt 98% collectors Average Annual Debt Service			¢	0.0106 /\$100 A.V.
Maximum Annual Debt Service				0.0106 /\$100 A.V. 0.0107 /\$100 A.V.
TAKKING TAKKING DOOR SELVICE.		••••••	Ψ	0.0107 70100 11. 1.
Status of Development as of September 30, 2024:				
Acreage				456.70
Total Connections				1,049.00
			2024	% of
			Taxable	Taxable
		Asse	ssed Valuation	Assessed
Name of Taxpayer	Nature of Property			Valuation
12701 Eastlake LLC	Apartments	\$	28,790,000	11.10%
River Oaks Properties LTD	Real Estate		2,520,000	0.97%
Chofis LLC	Trucking		1,980,710	0.76%
Hunt Communities Develop CO II LLC	Developer		1,856,768	0.72%
R James Enterprises Inc	Commercial		1,819,107	0.70%
Tenet Hospitals Limited	Hospital		1,708,323	0.66%
Okpalaji Chukwujekwu	Residential		903,000	0.35%
Hunt Comm Develp CO II LLC	Developer		878,988	0.34%
Thomas Darnell R & Lucy C	Residential		821,366	0.32%
Pacheco Cynthia I A	Residential		740,837	0.29%
Total		\$	42,019,099	16.20%

Tax	Assessed			Current Col	lections	Total Col	lections	Fiscal Year
Year	Valuation	Tax Rate	Tax Levy	Amount	Percent	Amount	Percent	Ending
2020	\$ 162,846,791	\$ 0.7500	\$ 1,221,351	\$ 1,220,763	99.95%	\$ 1,224,841	100.29%	9/30/2021
2021	172,406,793	0.7500	1,293,051	1,305,713	100.98%	1,306,494	101.04%	9/30/2022
2022	199,294,158	0.7194	1,433,722	1,448,192	101.01%	1,455,726	101.53%	9/30/2023
2023	231,475,953	0.6836	1,582,370	1,598,206	101.00%	1,594,974	100.80%	9/30/2024
2024	259,414,229	0.6852	1,777,506	N/A	0.00%	N/A	0.00%	9/30/2025
			2024	2023	2022	2021	2020	
	Debt Serv	ice	\$ 0.288	\$ 0.3179	\$0.3512	\$0.3785	\$0.4165	
	Contract (8	a)	0.290	0.2900	0.2900	0.2900	0.2900	
	Maintenar	nce and Operations	0.106	0.0757	0.0782	0.0815	0.0435	
		Total	\$0.68	\$0.6836	\$0.7194	\$0.7500	\$0.7500	

Total Principal Amount of Unlimited Tax Bonds Issued to Date	\$ 17,270,000	
Debt Service Tax Limitation (per \$100 of assessed valuation)		
Maintenance Tax Limitation (per \$100 of assessed valuation)		
Contract Tax Limitation	-	
Gross Outstanding Direct Debt	\$ 17,270,000	
Tax Year 2024 Certified Taxable Assessed Valuation	\$ 218,296,000	
Tax Year 2024 Certified Taxable Assessed Valuation as a Percentage of		
Tax Year 2024 Certified Taxable Assessed Valuation of all Participants	6.73%	
Estimated Average Annual Debt Service on the Master District Bonds:	\$ 336,684	
Pro rata Share of the Master District Bonds based on Tax Year 2024 Certified Taxable Assessed Valuation	22,664	
Estimated Maximum Annual Debt Service on the Master District Bonds	\$ 338,925	
Pro rata Share of the Master District Bonds based on Tax Year 2024 Certified Taxable Assessed Valuation	\$ 22,815	
Tax Rate Required to Pay Pro rata Share of the Bonds based upon the		
Tax Year 2024 Certified Taxable Assessed Valuationat 98% collections: □		
Average Annual Debt Service	\$ 0.0106	/\$100 A.V.
Maximum Annual Debt Service	\$ 0.0107	/\$100 A.V.
Status of Development as of September 30, 2024:		
Acreage	383.30	•
Total Connections	919.00	

Name of Taxpayer	Nature of Property	Asse	2024 Taxable essed Valuation	% of Taxable Assessed Valuation
River Oaks Properties LTD	Real Estate	\$	4,925,928	2.26%
Bowling Construction LLC	Real Estate		3,084,989	1.41%
Tri-State Ventures LLC	Real Estate		2,882,612	1.32%
Bhakta Vimalkumar S	Residential		755,336	0.35%
Icon Custom Home Builder LLC	Residential		700,861	0.32%
Nevarez Raul R	Residential		697,329	0.32%
Vargas Imael	Residential		625,918	0.29%
Garcia Russo J	Residential		618,668	0.28%
Villalba Cesar A & Betance Manuela D F	Residential		614,738	0.28%
Mendoza Maria	Residential		605,933	0.28%
Total		\$	15,512,312	7.11%

Tax	Assessed			Current Collections			Total Collections			
Year	Valuation	Tax Rate	Tax Levy	Amount	Percent	Amount	Percent	Ending		
2020	\$ 13,234,201	\$ 0.7500	\$ 99,257	\$ 102,575	103.34%	\$ 102,575	103.34%	9/30/2021		
2021	72,477,459	0.7500	543,581	551,688	101.49%	553,553	101.83%	9/30/2022		
2022	141,452,285	0.7336	1,037,694	1,047,381	100.93%	1,047,431	100.94%	9/30/2023		
2023	187,878,870	0.7500	1,409,092	1,423,803	101.04%	1,425,999	101.20%	9/30/2024		
2024	218,296,000	0.7500	1,637,220	N/A	0.00%	N/A	0.00%	9/30/2025		
			2024	2023	2022	2021	2020			
	Debt Serv	ice	\$ 0.430	0 \$ 0.4071	\$0.3889	\$0.0714	\$0.0000			
	Contract (a	)	0.290	0.2900	0.2900	0.2900	0.2900			

0.0529

\$0.7500

0.0547

\$0.7336

0.3886

\$0.7500

0.4600

\$0.7500

0.0300

\$0.7500

Maintenance and Operations

Total

Total Principal Amount of Unlimited Tax Bonds Issued to Date			12,330,000
Debt Service Tax Limitation (per \$100 of assessed valuation)			-
Maintenance Tax Limitation (per \$100 of assessed valuation) .  Contract Tax Limitation		-	
Gross Outstanding Direct Debt		12,330,000	
Tax Year 2024 Certified Taxable Assessed Valuation		\$	240,125,214
Tax Year 2024 Certified Taxable Assessed Valuation as a Pero	entage of		
Tax Year 2024 Certified Taxable Assessed Valuation of all	_		7.40%
Estimated Average Annual Debt Service on the Mater District	Bonds:	\$	336,684
Pro rata Share of the Master District Bonds based on Tax Yo			24,930
Estimated Maximum Annual Debt Service on the Master Distri	t Bonds	\$	338,925
Pro rata Share of the Master District Bonds based on Tax Yo	ar 2024 Certified Taxable Assessed Val	uation\$	25,096
Tax Rate Required to Pay Pro rata Share of the Bonds based up	on the		
Tax Year 2024 Certified Taxable Assessed Valuationat 98% co			
Average Annual Debt Service			0.0106 /\$100 A.V.
Maximum Annual Debt Service		\$	0.0107 /\$100 A.V.
Status of Development as of September 30, 2024:			
Acreage			323.60
Total Connections			1,067.00
		2024	% of
		2024 Taxable	% of Taxable
Name of Taxpayer	Nature of Property	Taxable	Taxable
Name of Taxpayer Hakes Brothers EPTX LLC	Nature of Property  Real Estate	Taxable	Taxable Assessed
		Taxable Assessed Valuation	Taxable Assessed Valuation
Hakes Brothers EPTX LLC	Real Estate	Taxable Assessed Valuation  \$ 1,615,764	Taxable Assessed Valuation 0.67%
Hakes Brothers EPTX LLC Casas De Leon LLC	Real Estate Real Estate	Taxable Assessed Valuation  \$ 1,615,764 1,568,584	Taxable Assessed Valuation 0.67% 0.65%
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC	Real Estate Real Estate Real Estate	Taxable Assessed Valuation  \$ 1,615,764	Taxable Assessed Valuation 0.67% 0.65% 0.58%
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc	Real Estate Real Estate Real Estate Retail	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863	Taxable Assessed Valuation  0.67% 0.65% 0.58% 0.55%
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC	Real Estate Real Estate Real Estate Retail Residential	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361	Taxable Assessed Valuation  0.67% 0.65% 0.58% 0.55%
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC Palo Verde Homes	Real Estate Real Estate Real Estate Retail Residential Residential	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361 1,111,893	Taxable Assessed Valuation  0.67% 0.65% 0.58% 0.55% 0.55% 0.46%
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC Palo Verde Homes Ardent Quest @ Payton Place LLC	Real Estate Real Estate Real Estate Retail Residential Residential Commercial	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361 1,111,893 936,000	Taxable Assessed Valuation  0.67% 0.65% 0.58% 0.55% 0.55% 0.46% 0.39%
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC Palo Verde Homes Ardent Quest @ Payton Place LLC Ashish Ventures LLC B&B Merritt Real Estate LLC Jerlet LLC & Barlee LLC	Real Estate Real Estate Real Estate Retail Residential Residential Commercial Real Estate	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361 1,111,893 936,000 871,550 842,302 804,230	Taxable Assessed Valuation  0.67% 0.65% 0.58% 0.55% 0.55% 0.46% 0.39% 0.36% 0.35% 0.35%
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC Palo Verde Homes Ardent Quest @ Payton Place LLC Ashish Ventures LLC B&B Merritt Real Estate LLC	Real Estate Real Estate Real Estate Retail Residential Residential Commercial Real Estate Real Estate	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361 1,111,893 936,000 871,550 842,302	Taxable Assessed Valuation  0.67% 0.65% 0.58% 0.55% 0.55% 0.46% 0.39% 0.36% 0.35%
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC Palo Verde Homes Ardent Quest @ Payton Place LLC Ashish Ventures LLC B&B Merritt Real Estate LLC Jerlet LLC & Barlee LLC Total	Real Estate Real Estate Real Estate Retail Residential Residential Commercial Real Estate Real Estate Residential	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361 1,111,893 936,000 871,550 842,302 804,230 \$ 11,604,232	Taxable Assessed Valuation  0.67% 0.65% 0.58% 0.55% 0.55% 0.46% 0.39% 0.36% 0.35% 0.33% 4.90%
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC Palo Verde Homes Ardent Quest @ Payton Place LLC Ashish Ventures LLC B&B Merritt Real Estate LLC Jerlet LLC & Barlee LLC Total	Real Estate Real Estate Real Estate Retail Residential Residential Commercial Real Estate Real Estate Real Estate Residential	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361 1,111,893 936,000 871,550 842,302 804,230 \$ 11,604,232  Total Collections	Taxable Assessed Valuation  0.67% 0.65% 0.58% 0.55% 0.55% 0.46% 0.39% 0.36% 0.35% 0.33% 4.90%  Fiscal Year
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC Palo Verde Homes Ardent Quest @ Payton Place LLC Ashish Ventures LLC B&B Merritt Real Estate LLC Jerlet LLC & Barlee LLC Total  Tax Assessed Year Valuation Tax Rate Tax Le	Real Estate Real Estate Real Estate Retail Residential Residential Commercial Real Estate Real Estate Real Estate Residential	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361 1,111,893 936,000 871,550 842,302 804,230 \$ 11,604,232  Total Collections Amount Perce	Taxable Assessed Valuation  0.67%  0.65%  0.58%  0.55%  0.46%  0.39%  0.36%  0.35%  0.33%  4.90%  Fiscal Year Ending
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC Palo Verde Homes Ardent Quest @ Payton Place LLC Ashish Ventures LLC B&B Merritt Real Estate LLC Jerlet LLC & Barlee LLC Total  Tax Assessed Year Valuation Tax Rate Tax Lecentre Tax Lec	Real Estate Real Estate Real Estate Retail Residential Residential Commercial Real Estate Real Estate Real Estate Residential  Current Collections  yy Amount Percent  134 \$ 239,295 104.43%	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361 1,111,893 936,000 871,550 842,302 804,230 \$ 11,604,232   Total Collections Amount Perce 6 \$ 239,295 104.4	Taxable Assessed Valuation  0.67%  0.65%  0.58%  0.55%  0.46%  0.39%  0.36%  0.35%  0.33%  4.90%  Fiscal Year Ending  9/30/2021
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC Palo Verde Homes Ardent Quest @ Payton Place LLC Ashish Ventures LLC B&B Merritt Real Estate LLC Jerlet LLC & Barlee LLC Total  Tax Assessed Year Valuation Tax Rate Tax Le 2020 \$ 30,551,226 \$ 0.7500 \$ 229 2021 58,356,802 0.7002 408	Real Estate Real Estate Real Estate Retail Residential Residential Commercial Real Estate Real Estate Real Estate Real Estate 3	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361 1,111,893 936,000 871,550 842,302 804,230 \$ 11,604,232   Total Collections Amount Perce 6 \$ 239,295 104.4	Taxable Assessed Valuation  0.67%  0.65%  0.58%  0.55%  0.46%  0.39%  0.36%  0.35%  0.33%  4.90%  Fiscal Year Ending  9/30/2021
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC Palo Verde Homes Ardent Quest @ Payton Place LLC Ashish Ventures LLC B&B Merritt Real Estate LLC Jerlet LLC & Barlee LLC Total  Tax Assessed Year Valuation Tax Rate Tax Lecentre Tax Lec	Real Estate Real Estate Real Estate Retail Residential Residential Commercial Real Estate Real Estate Real Estate Real Estate 3	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361 1,111,893 936,000 871,550 842,302 804,230 \$ 11,604,232   Total Collections Amount Perce 6 \$ 239,295 104.4 6 407,636 99.7	Taxable Assessed Valuation  0.67%  0.65%  0.58%  0.55%  0.46%  0.39%  0.36%  0.35%  0.35%  0.33%  4.90%  Fiscal Year Ending  9/30/2021  9/30/2022
Hakes Brothers EPTX LLC Casas De Leon LLC Explicitly Signature Homes LLC Autozone Parts Inc Savannah Aguilar Homes LLC Palo Verde Homes Ardent Quest @ Payton Place LLC Ashish Ventures LLC B&B Merritt Real Estate LLC Jerlet LLC & Barlee LLC Total  Tax Assessed Year Valuation Tax Rate Tax Le 2020 \$ 30,551,226 \$ 0.7500 \$ 229 2021 58,356,802 0.7002 408	Real Estate   Real Estate   Real Estate   Retail   Residential   Residential   Commercial   Real Estate   Real Estate   Real Estate   Residential      Current Collections   Vy	Taxable Assessed Valuation  \$ 1,615,764 1,568,584 1,392,685 1,311,863 1,149,361 1,111,893 936,000 871,550 842,302 804,230 \$ 11,604,232   Total Collections Amount Perce 6 \$ 239,295 104.4 6 407,636 99.7 6 699,573 101.9	Taxable Assessed Valuation  0.67%  0.65%  0.58%  0.55%  0.46%  0.39%  0.36%  0.35%  0.35%  0.33%  4.90%  Fiscal Year Ending  9/30/2021  9/30/2022  9/30/2023

	2024		2023	2022	2021	2020
Debt Service	\$	0.3694	\$ 0.3851	\$0.3851	\$0.3851	\$0.4490
Contract (a)		0.2900	0.2900	0.2900	0.2900	0.2900
Maintenance and Operations		0.0300	0.0251	0.0251	0.0251	0.0110
Total		\$0.6894	\$0.7002	\$0.7002	\$0.7002	\$0.7500

Total Principal Amount of Unlimited Tax Bonds Issued to Dat	te		\$	7,130,000
Debt Service Tax Limitation (per \$100 of assessed valuation)			\$	-
Maintenance Tax Limitation (per \$100 of assessed valuation)			\$	-
Contract Tax Limitation				
Gross Outstanding Direct Debt			\$	7,130,000
Tax Year 2024 Certified Taxable Assessed Valuation			\$	321,837,344
Tax Year 2024 Certified Taxable Assessed Valuation as a Pe	rcentage of			
Tax Year 2024 Certified Taxable Assessed Valuation of al	9			9.92%
Fried A. A. IBligain de M. A. Britis	(P. 1		· ·	226.604
Estimated Average Annual Debt Service on the Master District Pro rata Share of the Master District Bonds based on Tax Y				
Pro rata Snare of the Master District Bonds based on Tax Y	ear 2024 Certified Taxable Assessed V	/aiuation	э	33,413
Estimated Maximum Annual Debt Service on the Master Distr	rict Bonds		\$	338,925
Pro rata Share of the Master District Bonds based on Tax Y	Year 2024 Certified Taxable Assessed V	/aluation	\$	33,636
Average Annual Debt Service				
Acreage				372.60
Total Connections				1,342.00
			2024	% of
		7	Taxable	Taxable
		Assess	sed Valuation	Assessed
Name of Taxpayer	Nature of Property			Valuation
Mecfe LLC	Commercial	\$	814,607	0.25%
Hunt Mission Ridge LLC	Developer		601,359	0.19%
Diaz Jesus				
	Residential		550,395	0.17%
Estrada Patricio & Lazcano Norma P G	Residential		512,070	0.16%
Estrada Patricio & Lazcano Norma P G Lorta Elizabeth	Residential Residential		512,070 482,313	0.16% 0.15%
Estrada Patricio & Lazcano Norma P G Lorta Elizabeth Hughes Michael	Residential Residential Residential		512,070 482,313 468,377	0.16% 0.15% 0.15%
Estrada Patricio & Lazcano Norma P G Lorta Elizabeth Hughes Michael Klemp Michael & Deacon Kimberly	Residential Residential Residential Residential		512,070 482,313 468,377 464,811	0.16% 0.15% 0.15% 0.14%
Estrada Patricio & Lazcano Norma P G Lorta Elizabeth Hughes Michael Klemp Michael & Deacon Kimberly Murga Daniel & Maria L	Residential Residential Residential Residential Residential		512,070 482,313 468,377 464,811 459,246	0.16% 0.15% 0.15% 0.14% 0.14%
Estrada Patricio & Lazcano Norma P G Lorta Elizabeth Hughes Michael Klemp Michael & Deacon Kimberly Murga Daniel & Maria L Morales Richard A & Arvizo Jasmin D	Residential Residential Residential Residential Residential Residential		512,070 482,313 468,377 464,811 459,246 453,811	0.16% 0.15% 0.15% 0.14% 0.14%
Estrada Patricio & Lazcano Norma P G Lorta Elizabeth Hughes Michael Klemp Michael & Deacon Kimberly Murga Daniel & Maria L	Residential Residential Residential Residential Residential	<u> </u>	512,070 482,313 468,377 464,811 459,246	0.16% 0.15% 0.15% 0.14% 0.14%

Tax	Assessed			Current Col	lections	Total Co	Total Collections	
Year	Valuation	Tax Rate	Tax Levy	Amount	Percent	Amount	Percent	Ending
2020	\$ 214,417,113	\$ 0.7500	\$ 1,608,128	\$ 1,615,330	100.45%	\$ 1,620,089	100.74%	9/30/2021
2021	242,935,951	0.7124	1,730,676	1,745,337	100.85%	1,750,483	101.14%	9/30/2022
2022	272,980,909	0.6691	1,826,515	1,840,524	100.77%	1,842,052	100.85%	9/30/2023
2023	302,048,950	0.6342	1,915,594	1,935,388	101.03%	1,940,955	101.32%	9/30/2024
2024	321,837,344	0.6278	2,020,495	N/A	0.00%	N/A	0.00%	9/30/2025
			2024	2023	2022	2021	2020	
	Debt Servi	ce	\$ 0.2035	\$ 0.2048	\$0.2320	\$0.2658	\$0.3574	
	Contract (a)		0.2900	0.2900	0.2900	0.2900	0.2900	
	Maintenand	e and Operations	0.1343	0.1394	0.1471	0.1566	0.1026	
		Total	\$0.6278	\$0.6342	\$0.6691	\$0.7124	\$0.7500	

Total Principal Amount of Unlimited Tax Bonds Issued to Date	\$	8,975,000	
Debt Service Tax Limitation (per \$100 of assessed valuation)		-	
Maintenance Tax Limitation (per \$100 of assessed valuation)		_	
Contract Tax Limitation		_	
Gross Outstanding Direct Debt	\$	8,975,000	
Tax Year 2024 Certified Taxable Assessed Valuation	. \$	274,625,438	
Tax Year 2024 Certified Taxable Assessed Valuation as a Percentage of			
Tax Year 2024 Certified Taxable Assessed Valuation of all Participants		8.47%	
Estimated Average Annual Debt Service on the Master District Bonds:	. \$	336,684	
Pro rata Share of the Master District Bonds based on Tax Year 2024 Certified Taxable Assessed Valuation	. \$	28,512	
Estimated Maximum Annual Debt Service on the Master District Bonds	. \$	338,925	
Pro rata Share of the Master District Bonds based on Tax Year 2024 Certified Taxable Assessed Valuation	. \$	28,702	
Tax Rate Required to Pay Pro rata Share of the Bonds based upon the			
Tax Year 2024 Certified Taxable Assessed Valuationat 98% collections: □			
Average Annual Debt Service	\$	0.0106	/\$100 A.V.
Maximum Annual Debt Service		0.0107	/\$100 A.V.
Status of Development as of September 30, 2024:			
Acreage		260.10	
Total Connections		1,142.00	

			2024	
		Taxable		Taxable
		Asses	ssed Valuation	Assessed
Name of Taxpayer	Nature of Property			Valuation
Mecfe LLC	Commercial	\$	915,649	0.33%
Bui Tran N	Residential		522,196	0.19%
Taylor Stephen G	Residential		475,214	0.17%
Aguilar Juan J III & Sandra Y	Residential		460,000	0.17%
Sheldrake Brent & Jessica	Residential		451,462	0.16%
Acata Jennifer N	Residential		440,654	0.16%
Hernandez Vanessa & Betancourt Alejandro	Residential		432,463	0.16%
Olivas Sergio & Maria D	Residential		431,534	0.16%
Macias Juan C	Residential		428,485	0.16%
Pena Bryant & Thalia	Residential		421,658	0.15%
Total		\$	4,979,315	1.81%

Tax	Assessed			Current Col	lections	Total Co	llections	Fiscal Year
Year	Valuation	Tax Rate_	Tax Levy	Amount	Percent	Amount	Percent	Ending
2020	\$ 147,759,707	\$ 0.7500	\$ 1,108,198	\$ 1,115,355	100.65%	\$ 1,115,552	100.66%	9/30/2021
2021	210,701,433	0.7500	1,580,261	1,599,937	101.25%	1,600,248	101.26%	9/30/2022
2022	238,055,240	0.7383	1,757,562	1,768,829	100.64%	1,769,214	100.66%	9/30/2023
2023	267,098,929	0.6975	1,863,015	1,881,099	100.97%	1,878,719	100.84%	9/30/2024
2024	274,625,438	0.7050	1,936,109	N/A	0.00%	N/A	0.00%	9/30/2025
			2024	2023	2022	2021	2020	
	Debt Servi	ce	\$ 0.2117	\$ 0.2266	\$0.2568	\$0.2655	\$0.4300	
	Contract (a)		0.2900	0.2900	0.2900	0.2900	0.2900	
	Maintenand	ce and Operations	0.2033	0.1809	0.1915	0.1945	0.0300	
		Total	\$0.7050	\$0.6975	\$0.7383	\$0.7500	\$0.7500	

Total Principal Amount of Unlimited Tax Bonds Issued to Dat Debt Service Tax Limitation (per \$100 of assessed valuation) Maintenance Tax Limitation (per \$100 of assessed valuation)				\$	000
Contract Tax Limitation					_
Gross Outstanding Direct Debt					000
Tax Year 2024 Certified Taxable Assessed Valuation				\$ 356,814,	408
Tax Year 2024 Certified Taxable Assessed Valuation as a Per	rcentage of				
Tax Year 2024 Certified Taxable Assessed Valuation of all	Participants			11.	00%
Estimated Average Annual Debt Service on the Master District					684
Pro rata Share of the Master District Bonds based on Tax Y	\$ 37,	045			
Estimated Average Maximum Annual Debt Service on the Mas					
Pro rata Share of the Master District Bonds based on Tax Y	ear 2024 Certified Taxable Assessed V	aluation	•••••	\$ 37,	291
Tax Rate Required to Pay Pro rata Share of the Bonds based ut Tax Year 2024 Certified Taxable Assessed Valuationat 98% con Average Annual Debt Service	ollections:				106 /\$100 A.V. 107 /\$100 A.V.
States of Development and Scart value 20, 2024					
Status of Development as of September 30, 2024:  Acreage				414	1.40
Total Connections				1,273	
Tour connections		••••••	•••••	1,275	7.00
			2024	% o	
			Taxable	Taxab	
		Asses	ssed Valuation	Assess	
Name of Taxpayer	Nature of Property	_		Valuat	
Retreat At East Lake LP	Retail	\$	7,000,000		96%
Erickson Jeffrey	Residential		3,285,159	0.9	92%
Hrzfyz LLC	Commercial		2,711,285	0.7	76%
Rop Emerald Park Plaza LLC	Retail		2,400,000	0.6	67%
Pointe Homes	Real Estate		1,655,907	0.4	46%
Champion Express Carwash	Retail		1,163,742	0.3	33%
Mendez Sergio	Residential		923,571	0.2	26%
Hunt Emeralds LLC	Developer		868,546		24%
Hunt Communities Develop CO II LLC	Developer		820,406		23%
Garcia Edgar E & Maribel	Residential		771,824		22%
_	Residential		//1,021	0.2	<u> </u>
Total	Residential	\$	21,600,440		05%

Tax	Assessed			Current Col	llections	Total Coll	ections	Fiscal Year
Year	Valuation	Tax Rate	Tax Levy	Amount	Percent	Amount	Percent	Ending
2020	\$ 183,154,551	\$ 0.7500	\$ 1,373,659	\$ 1,378,986	100.39%	\$ 1,387,545	101.01%	9/30/2021
2021	218,498,555	0.7364	1,609,023	1,627,038	101.12%	1,629,433	101.27%	9/30/2022
2022	269,643,047	0.6947	1,873,210	1,878,858	100.30%	1,880,312	100.38%	9/30/2023
2023	320,060,184	0.6810	2,179,610	2,204,764	101.15%	2,202,016	101.03%	9/30/2024
2024	356,814,408	0.6591	2,351,764	N/A	0.00%	N/A	0.00%	9/30/2025

	 2024	2023	2022	2021	2020
Debt Service	\$ 0.2380	\$ 0.2556	\$0.2666	\$0.3000	\$0.3700
Contract (a)	0.2900	0.2900	0.2900	0.2900	0.2900
Maintenance and Operations	 0.1311	0.1354	0.1381	0.1464	0.0900
Total	 \$0.6591	\$0.6810	\$0.6947	\$0.7364	\$0.7500

Total Principal Amount of Unlimited Tax Bonds Issued to Dat Debt Service Tax Limitation (per \$100 of assessed valuation)  Maintenance Tax Limitation (per \$100 of assessed valuation)  Contract Tax Limitation				S - S -
Tax Year 2024 Certified Taxable Assessed Valuation				90,134,340
Tax Year 2024 Certified Taxable Assessed Valuation as a Per Tax Year 2024 Certified Taxable Assessed Valuation of all	_			2.78%
Estimated Average Annual Debt Service on the Master District	et Bonds:			336,684
Pro rata Share of the Master District Bonds based on Tax Y				
Estimated Maximum Annual Debt Service on the Master Distr Pro rata Share of the Master District Bonds based on Tax Y				,
Tax Rate Required to Pay Pro rata Share of the Bonds based utilized Tax Year 2024 Certified Taxable Assessed Valuationat 98% confused Average Annual Debt Service	ollections:		9	0.0107 /\$100 A.V.
Acreage				263.60
Total Connections				392.00
Name of Taxpayer	Nature of Property	Asses	2024 Taxable ssed Valuation	% of Taxable Assessed Valuation
Hunt Emeralds LLC	Developer	\$	2,890,526	3.21%
Jimenez Ricardo & Jimenez Monica I	Residential		570,431	0.63%
Herrera Manuel J Jr.	Residential		399,950	0.44%
Unknown Owner	Unknown		391,450	0.43%
Torres Vanessa M	Residential		376,373	0.42%
Lara Christopher A & Lara Monica	Residential		367,950	0.41%
Medina Amber Mj & Thomas	Residential		365,740	0.41%
Cruz Yolanda	Residential		337,925	0.37%
Gomez Alicia & Victor Jr	Residential		337,048	0.37%
Villalva Kimberly C	Residential		333,815	0.37%
Total		\$	6,371,208	7.07%

Tax	Assessed			Current Col	lections	Total Co	llections	Fiscal Year
Year	Valuation	Tax Rate	Tax Levy	Amount	Percent	Amount	Percent	Ending
2020	\$ 56,899,700	\$ 0.7500	\$ 426,748	\$ 428,833	100.49%	\$ 430,389	100.85%	9/30/2021
2021	62,515,376	0.7496	468,615	478,148	102.03%	479,916	102.41%	9/30/2022
2022	73,734,822	0.7496	552,716	551,154	99.72%	552,870	100.03%	9/30/2023
2023	83,001,288	0.7387	613,131	624,239	101.81%	625,149	101.96%	9/30/2024
2024	90,134,340	0.7423	669,067	N/A	0.00%	N/A	0.00%	9/30/2025
			2024	2023	2022	2021	2020	
	Debt Servio	ce	\$ 0.4223	\$ 0.4236	\$0.4345	\$0.4345	\$0.4500	
	Contract (a)		0.2900	0.2900	0.2900	0.2900	0.2900	
	Maintenanc	e and Operations	0.0300	0.0251	0.0251	0.0251	0.0100	
		Total	\$0.7423	\$0.7387	\$0.7496	\$0.7496	\$0.7500	

# APPENDIX B

District Audited Financial Statements for the fiscal year ended September 30, 2023

# APPENDIX C Form of Bond Counsel's Opinion

# El Paso, TX

# **Legislation Text**

File #: 24-1636, 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**

Office of Management and Budget, K. Nicole Cote, (915) 212-1092 Parks and Recreation, Pablo E. Caballero, (915) 212-8018 Capital Improvement Department, Yvette Hernandez, (915) 212-0065

#### AGENDA LANGUAGE:

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

Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to the Resolution as Exhibit A, for the Parks and Recreation Department in support of the closure of project PCP13PRKD10 - Veteran's Recreation Center Expansion and to allocate investment interest proceeds to set up budget to complete Quality of Life projects Prop # 1 - Grandview Recreation Center, project PCP13PRKD02I.

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

AGENDA DATE: December 3, 2024

**PUBLIC HEARING DATE:** 

#### **CONTACT PERSON NAME AND PHONE NUMBER:**

K. Nicole Cote, Managing Director, City Manager's Office (915) 212-1092 Pablo E. Caballero, Director, Park and Recreation (915) 212-8018 Yvette Hernandez, Director, Capital Improvement (915) 212-0065

**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 transfer, attached to this Resolution as Exhibit A, for the Parks and Recreation Department in support of the closure of project PCP13PRKD10 – Veteran's Rec Center Expansion and to allocate investment interest proceeds to set up budget to complete Quality of Life projects Prop # 1 – Grandview Rec Center, project PCP13PRKD02I.

### **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 2024 - 2025 Annual Budget for the City of El Paso was adopted by Resolution on August 20, 2024.

### **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, Parks and Recreation

**SECONDARY DEPARTMENT:** Mayor and Council

**DEPARTMENT HEAD:** 

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

Revised 04/09/2021

### RESOLUTION

**WHEREAS**, on August 20, 2024, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2025 City budget by resolution ("Budget Resolution"); and

WHEREAS, Section 6 of the FY2025 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 Parks and Recreation Department requires a budget transfer in excess of \$100,000, which in accordance with Section 6 of the FY2025 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 transfer, attached to this Resolution as Exhibit A, for the Parks and Recreation Department in support of the closure of project PCP13PRKD10 – Veteran's Rec Center Expansion and to allocate investment interest proceeds to set up budget to complete Quality of Life projects Prop # 1 – Grandview Rec Center, project PCP13PRKD02I.

APPROVED thisday of	
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Oscar Gomez	K. Nicole Cote, Director
Assistant City Attorney	Office of Management & Budget

# Exhibit A

Parks and Recreation Department Budget Transfer Request FY 2025

# CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET TRANSFER REQUEST FY 2025

<b>BT Number</b>	Justification	Fund	Project	Increase	Funding Source
2025-0221	Deletion of PCP13PRKD10 Veteran's Rec Center Expansion	2210	PCP13PRKD10	\$ (254,347.00)	Veteran's Rec Center Expansion
2025-0253	Transfer investment interest to complete QoL projects Prop#1 - Grandview Rec Center	4800	PCP13PRKD02I	\$ 42,000.00	Grandview Park Rec Center

# El Paso, TX

# Legislation Text

File #: 24-1638, Version: 1

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

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

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

#### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

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

- 1. WSP USA Environment & Infrastructure Inc.
- 2. Arcadis U.S., Inc.
- 3. Souder, Miller and Associates, Inc.

Each On-Call Agreement will be for an amount not to exceed \$300,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

AGENDA DATE: December 3, 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: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

### **SUBJECT:**

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

- 1. WSP USA Environment & Infrastructure Inc.
- 2. Arcadis U.S., Inc.
- 3. Souder, Miller and Associates, Inc.

Each On-Call Agreement will be for an amount not to exceed \$300,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

### **BACKGROUND / DISCUSSION:**

The On-Call Agreement for professional services to perform environmental services assists the Capital Improvement Department as well as User Departments to expedite and complete tasks for projects. This new agreement will be for a two-year term for an amount not to exceed \$300,000.00, with an option to increase contract capacity up to \$100,000.00 granted to the City Engineer.

### PRIOR COUNCIL ACTION:

November 8, 2022 – City Council approved a two-year on call agreement for professional services to perform environmental services on a task-by-task basis. Contract expired on November 8, 2024 and will be replaced by this new on-call.

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

Capital Plans, bond programs

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? x YES NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: N/A

Revised 04/09/2021

********		10 10
**************************************	)	**

**DEPARTMENT HEAD:** 

Gvette Hernandez
Yvette Hernandez, P.E., City Engineer

#### RESOLUTION

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

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

- 1. WSP USA Environment & Infrastructure Inc.
- 2. Arcadis U.S., Inc.

ADDDOVED THIC

3. Souder, Miller and Associates, Inc.

Each On-Call Agreement will be for an amount not to exceed \$300,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

2024

DAVOE

AFFROVED ITIS	DAT OF _	2024.
		CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		
Laura Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Poberta Birto		Gvette Hernandez
Roberta Brito		Yvette Hernandez, City Engineer
Senior Assistant City Attorney		Capital Improvement Department



CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

# EVALUATION COMMITTEE SCORESHEET SUMMARY

#### SOLICITATION #2024-0683R ENVIRONMENTAL ON-CALL

CONSULTANT	ARCADIS	ESSCO	SOUDER MILLER	TERRACON	WSP
Rater 1	58	53	58	55	58
Rater 2	80	76	75	55	81
Rater 3	87	85	84	47	88
Total Rater Scores	225	214	217	157	227
References	10	0	6.4	6	9.4
Overall Score:	235	214	223.4	163	236.4

Rankings	Consultant
1	WSP
2	ARCADIS
3	SOUDER MILLER

Rankings	Consultant
4	ESSCO
5	TERRACON



This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and WSP USA Environment & Infrastructure Inc., a Nevada, USA, Foreign for Profit Corporation, registered to transact business in Texas, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional environmental services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in Attachment "A"; and

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

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

### **ARTICLE I ATTACHMENTS**

The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Scope of Services and Project Budg

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport
	Improvement Program Projects

### ARTICLE II **PROJECT**

- 2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform oncall professional services on a Task Order basis. Each individual Task Order will identify the Project ("Project") and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in Attachment "A".
- 2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

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- 2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

# ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed \$300,000.00 for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed (\$50,000.00), if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

- **3.2 CONSULTANT'S SERVICES.** The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.
- 3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in Attachment "D". Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.
  - **3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.
  - 3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.
- **3.4 PROJECT CONSTRUCTION BUDGET.** The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.
- **3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

# ARTICLE IV PERIOD OF SERVICE AND TERMINATION

- **4.1 PERIOD OF SERVICE.** The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.
- **4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction

contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

- **4.3 TERMINATION.** This Agreement may be terminated as provided herein.
  - **4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
  - 4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of seven (7) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.
  - **4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

# ARTICLE V INSURANCE AND INDEMNIFICATION

- **5.1 INSURANCE.** Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.
  - **5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

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

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

### a) <u>COMMERCIAL GENERAL LIABILITY</u>

\$1,000,000.00 Per Occurrence \$2,000,000.00 General Aggregate \$2,000,000.00 Products/Completed Operations Aggregate \$1,000,000.00 Personal and Advertising Injury

## Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

**General Aggregate** \$1,000,000.00 \$1,000,000.00 per occurrence

### b) **AUTOMOBILE LIABILITY**

Combined Single Limit \$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

- **5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.
- **5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.
- **5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

### ARTICLE VI FEDERAL AND STATE PROVISIONS

**6.1 COMPLIANCE WITH APPLICABLE LAWS** – **FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project apply, <u>including but not limited to:</u>

- --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 consistent with professional skill

and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within ten percent (10%) of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent** (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

- 7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- **7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant

for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

- **7.6 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
- **7.7 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.
- **7.8 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

- **7.9 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.
- **7.10 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.
- **7.11 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso

Attn: City Manager P.O. Box 1890

El Paso, Texas 79950-1890

With a Copy to: The City of El Paso Attn:

City Engineer P.O. Box 1890

El Paso, Texas 79950-1890

To the Consultant: WSP USA Environment and Infrastructure Inc.

Attn: Jamie Barnes 125 Montoya Road El Paso, Texas, 79932

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

- **7.12 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.
- **7.13 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.
- **7.14 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

	Dionne Mack City Manager  APPROVED AS TO CONTENT:   Syvette Hernandez, P.E., City Engineer Capital Improvement Department  wledgment)		
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:		
Polesta Brito Roberta Brito Senior Assistant City Attorney	Yvette Hernandez Yvette Hernandez, P.E., City Engineer Capital Improvement Department		
(Acknowl	ledgment)		
THE STATE OF TEXAS \$ \$ COUNTY OF EL PASO \$			
This instrument was acknowledged before by Dionne Mack, as <b>City Manager</b> of the <b>City o</b>	re me on this, 2024, of El Paso, Texas.		
	Notary Public, State of Texas		
My commission expires:			
(Signatures continue on following page)			

CONSULTANT: WSP USA INC.

By Jamie Barnes
Title: Vice President

(Acknowledgment)

THE STATE OF TEXAS & COUNTY OF EL PASO

This instrument was acknowledged before me on this 15 day of November.

2024, by Jamie Barnes, as Vice President of WSP USA Environment and Inrastructure Inc..

Notary Public, State of Texas

My commission expires:

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## ATTACHMENT "A" SCOPE OF SERVICES

### ATTACHMENT "A" 2024-0683R SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning
- Permitting
- Environmental Sampling and Testing
- Geologic and Hydrogeologic Field Investigations
- Environmental Assessments
- Regulatory Coordination and Negotiations
- Reporting and Preparation of Plans and Specifications
- Bid Support and Construction Administration
- Historical, Archeological Services
- Analytical and Laboratory Testing

### Products required to include:

- Reports/Studies
- Plans, specifications, estimates
- Permitting Documents

The following provides a general description of services, standards and products required:

### REGULATORY COODINATION AND NEGOTIATION

The consultant may be required to interface, coordinate, and negotiate with regulatory authorities on behalf of the City including but not limited to the US Army Corps of Engineers, US Environmental Protection Agency, US Fish and Wildlife Service, Texas Historical Commission, Texas Department of State Health Services, and the Texas Commission on Environmental Quality.

### PETROLEUM STORAGE TANK (PST) AND LEAKING PETROLEUM STORAGE TANK (LPST) SITES

The consultant may be required to conduct the removal or abandonment of PST facilities on City properties in accordance with Texas Commission on Environmental Quality (TCEQ) requirements; therefore, the consultant may be required to obtain the services of a Registered Underground Storage Tank (UST) contractor. The consultant may be required to conduct all phases of assessment or corrective action at LPST sites and shall maintain registration as a LPST Correction Action Specialist (CAS) as well as provide a registered LPST Corrective Action Project Manager (CAPM) in accordance with Title 30, Texas Administrative Code, Chapter 334, Subchapter J. LPST assessments may require the drilling and installation of groundwater monitoring wells by a licensed environmental driller and the collection of soil and groundwater samples for analysis by an analytical laboratory.

### **ASBESTOS**

The consultant must have appropriate knowledge and understanding of federal and state regulations governing the management of regulated asbestos containing materials (RACM). The consultant may be required to perform asbestos surveys, prepare abatement project specifications, and provide air monitoring for abatement activities.

#### **MOLD**

The consultant must have the appropriate knowledge and understanding of federal and state regulations governing the management of mold assessment and remediation. The consultant may be required to perform mold surveys, prepare mold remediation project specifications, and provide air monitoring for mold remediation activities.

### HAZARDOUS BUILDNG MATERIALS

The consultant shall have the appropriate knowledge and understanding to identify, characterize, and properly dispose of potentially hazardous building materials including but not limited to mercury switches, and PCB – containing light ballasts/electrical equipment.

### LEAD-BASED PAINT

The consultant shall have the appropriate knowledge and understanding of federal and state regulations governing the management of lead-based paint. The consultant may be required to perform lead-based paint assessments, develop abatement plans and manage abatement activities.

### NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTATION

National Environmental Policy Act (NEPA) documentation as necessary for federally funded projects, including but not limited to roadways, bridges, transit facilities, and airport amenities. The consultant may be required to prepare environmental assessments, environmental impact statements, or other NEPA documentation for these types of projects. The consultant shall have a range of staff capable of identifying and assessing the impacts of capital projects, developing impact mitigation measures, performing biological surveys, archaeological surveys, and other environmental assessment activities required during the preparation of NEPA documentation.

### ARCHEOLOGICAL INVESTIGATIONS

The consultant must have the appropriate knowledge and expertise to perform archaeological investigations including records research, field reconnaissance, pedestrian surveys, National Register Testing, other assessment, and mitigation. In addition, the work may include providing an Archaeological Monitor to be present on-site during construction activities to monitor excavations to determine archaeological significance. All activities shall comply with the National Historic Preservation Act of 1966, as amended, and with the Texas Historical Commission requirements.

### HAZARDOUS WASTE MANAGMENT

The consultant must have knowledge of the federal (40 CFR, Chapter I, Parts 265 to 299) and state (30 TAC chapter 335) environmental regulations governing the management of industrial solid waste and municipal hazardous waste. The consultant may be required to provide the following types of hazardous waste management services:

- Prepare annual waste reports
- Provide training to City of El Paso staff regarding hazardous waste management activities
- Assist the City of El Paso in the classification and proper disposal of hazardous waste

### AIR QUALITY MONITORING, TESTING, AND PERMITTING

The consultant must have knowledge of applicable air quality regulations, testing protocols, and permitting support/reporting. The consultant may be required to perform air monitoring, and identifying and developing measures and strategies to reduce air emissions from City facilities including but not limited to municipal solid waste landfill and developing permitting documentation and monitoring reports.

### STORMWATER MANAGEMENT

The consultant may be required to prepare or update industrial storm water pollution prevention plans (SWP3) for city facilities in accordance with the Texas Pollutant Discharge Elimination System (TPDES) general permit for industrial discharges. The consultant may be required to design and implement best management practices for improving storm water quality. The consultant may also conduct storm water monitoring, training, and inspections of city facilities in relation to an industrial SWP3 or the City's municipal separate sewer system permit requirements.

### PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS

The consultant must have knowledge and understanding for completing Phase I and Phase II environmental site assessments in accordance with federal and state regulations, ASTM E1527 - 21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and ASTM E1903 - 19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process. Consultants must have the knowledge and expertise to conduct Phase I and Phase II environmental site assessments as needed.

### GENERAL ENVIRONMENTAL SERVICES

The consultant may be required to provide a range of environmental services that are not described in the above categories. These services may include, but are not limited to:

- Provide environmental training to City of El Paso staff, including 40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) training and 8-hour HAZWOPER refresher or awareness training.
- Provide analytical laboratory service training to City of El Paso Staff
- Prepare Spill Prevention Control and Countermeasure (SPCC) plans for city facilities.
- Prepare the annual Tier II Chemical Inventory report for city facilities.
- Assist the City of El Paso with the Clean Water Act Section 404 permitting or coordination with the US Army Corps of Engineers for projects involving waters of the U.S.
- Assist the City of El Paso with GIS mapping and updating GIS databases related to environmental features or programs.
- Assist the City of El Paso with implementing and maintaining an Environmental Management System (EMS) for environmental compliance management.
- Provide strategic planning and feasibility study services.
- Provide asbestos and mold training for operation and maintenance staff.

### ANALYTICAL LABORATORY SERVICES

The City expects that analytical laboratory services will be required for this contract in support of the above-mentioned environmental services. The laboratory services provided under this contract shall be provided by accredited laboratories through the National Environmental Laboratory Accreditation Program (NELAP), National Voluntary Laboratory Accreditation Program (NVLAP) and or the American Industrial Hygiene Association.

#### **KEY OBJECTIVES:**

The selected firms are expected to achieve the following:

- To coordinate work with the Capital Improvement Department and other City Departments to identify, develop, and implement strategies to address environmental challenges and issues.
- Implementation of creative and innovative approaches to address project requirements.
- Ensure that the project will support the relevant department's mission, accreditation standards, and compliance with applicable regulations and best practices.
- Develop and monitor schedule to achieve on-time project completion.
- Develop and monitor budget and control costs such that the project is completed within available budget.

## ATTACHMENT "B" CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

### **ATTACHMENT B- FEE PROPSAL**

### **A. PROPOSAL DETAILS**

Consultant Name: WSP USA Environment and Infrastructure Inc.

Date Submitted: 10/23/2024

### **B. PROFESSIONAL PERSONNEL**

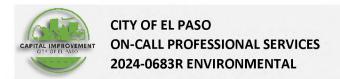
LABOR CLASSIFICATION	YEARS OF	HOURL	Y RATES
LABOR CLASSIFICATION	EXPERIENCE	2024-2025	2025-2026
Principal:	10+	\$ 250.00	\$ 255.00
Senior Project Manager	10+	\$195.00	\$199.75
Jr. Project Manager:	5+	\$ 140.00	\$ 143.50
Senior Engineer	10+	\$175.00	\$179.25
Project Engineer / Scientist II	10+	\$148.00	151.50
Project Engineer / Scientist I	5+	\$ 130.00	\$ 133.25

### C. TECHNICAL PERSONNEL

LABOR CLASSIFICATION	YEARS OF	HOURLY RATES		
LABOR CLASSIFICATION	EXPERIENCE	2024-2025	2025-2026	
Engineering Design II:	5+	\$93.00	\$95.25	
Engineering Design I:	0-5	\$82.00	\$84.00	
Survey Tech:	5+	\$90.00	\$92.25	
Field Tech II:	5+	\$87.00	\$89.10	
Field Tech I:	0-5	\$79.00	\$80.95	
Technician II:	5+	\$86.00	\$88.00	
Technician I:	0-5	\$76.00	\$77.50	
Laborer:	0-5	\$63.00	\$64.50	

### **D. SUPPORT STAFF**

LABOR CLASSIFICATION	YEARS OF	HOURL	Y RATES
LABOR CLASSIFICATION	EXPERIENCE	2024-2025	2025-2026
Administrative Assistant:	0-5	\$ 75.00	\$ 76.75



### **ATTACHMENT B- FEE PROPSAL**

### **E. REIMBURSABLE COSTS**

Mileage	0.625 (or current IRS approved Rate)
Sub Consultants (If applicable):	cost x 1.10
Per Diem (If applicable):	\$155 per day (or current rate per USGSA)
Other Travel (If applicable):	Actual cost

#### Notes:

- 1: Billing rates shall be fully burdened and include labor, overhead, and profit.
- 2: All project related expenses to be billed at rates determined with respect to current market pricing, a complete list of miscellaneous expenses to be provided attached to this proposal.
- 3: Maximum 2.5% billing rate increase per year
- **4:** 2024 rates will begin on the date of contract execution and will be in effect for a duration of 1 year. 2025 rates will begin at the end of the first year and will be in effect through the end of the contract term.

On-Call Environmental Fee Proposal

Each individual Task Order will identify the "**Project**", and the Consultant shall provide the Basic and Additional Services as noted herein.

### **BASIC SERVICES OF THE CONSULTANT**

### **GENERAL**

- 1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
- 2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
- 3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
- 4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

#### REPORT PHASE

- 1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
  - **a.** Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - **b.** Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - **c.** (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- **d.** Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
- e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

### PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner's requirements for the Project.
- 2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

- 3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
- 4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
- 5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
- 6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
- 8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
- 9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

### PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

- 1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
- 2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "Drawings," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "Specifications." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
- Advise the Owner of any adjustment to the Consultant's previous opinion of probable 3. 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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

- 1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
- 2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
- 3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
- **4. As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
- 5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
- 6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

### **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 AND DELIVERABLE SCHEDULES

### PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

### **Fixed fee Payment to Consultant**

Report Phase	To be determined by Task Order
<b>Preliminary Design Phase</b>	To be determined by Task Order
<b>Pre-Final Design Phase</b>	To be determined by Task Order
Final Design Phase	To be determined by Task Order
<b>Bidding Phase</b>	To be determined by Task Order
<b>Construction Phase</b>	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

**Reimbursable Costs:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.* 

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. 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 Owner's fiscal year.

### ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

### **DELIVERABLE SCHEDULE**

### REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

### PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

### PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit 1 copyof all addenda to the Owner for appropriate action within 2 consecutive calendar days.

### PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

## ATTACHMENT "E" Insurance



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2024

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 INCLIDED, the policy/lock must have ADDITIONAL INCLIDED provisions or be endorsed

If	SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to the	eterms	and conditions of th	ne polic	y, certain pe	olicies may				
PRO	DUCER				CONTAC NAME:						
Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue, 28th Floor New York NY 10017			PHONE (A/C, No, Ext): 212-994-7020  E-MAIL ADDRESS: GGB.WSPUS.CertRequest@ajg.com								
				- 1				RDING COVERAGE			NAIC#
					INSURE			nce Company			11515
	INSURED WSPGLOB-01				INSURE						
WSP USA Environment & Infrastructure Inc.											
1075 Big Shanty Rd. Suite 100 Kennesaw, GA 30144				INSURER C : INSURER D :							
I (C	illesaw, GA 30144					-0.0					
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	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION \$									\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE	NT	\$	
	(Mandatory in NH)	1						E.L. DISEASE - EA	EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below			72 77 77 7				E.L. DISEASE - POI	LICY LIMIT	\$	
Α	Professional Liability CLAIMS-MADE		QF	PL0022630		11/1/2023	10/31/2024	Per Claim Aggregate		\$1,00 \$1,00	
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J.	City of El Paso 218 N. Campbell Street 2n	nd floo	r		SHO THE ACC	ULD ANY OF	N DATE THE TH THE POLIC	ESCRIBED POLICE EREOF, NOTICE Y PROVISIONS.			
	El Paso TX 79901				(						

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2024

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. 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).

	is certificate does not confer rights to the certificate		ch endorsement(s	s).			
	hur J. Gallagher Risk Management Services, LLC	NAME: AJG Service Team PHONE 040 004 7000					
300	) Madison Avenue	(A/C, No, Ext): 212-99		(A/C, No):			
	h Floor	ADDRESS: GGB.WS	SPUS.CertRed	quests@ajg.com			
Ne	w York NY 10017				RDING COVERAGE	NAIC#	
		and the state of t	INSURER A: Liberty I			42404	
INSU	RED SP USA Environment & Infrastructure Inc.	WSPGLOB-01	INSURER B: Zurich American Insurance Company				
	75 Big Shanty Rd. Suite 100		INSURER C:				
Ke	nnesaw, GA 30144		INSURER D:				
12.30			INSURER E :				
			INSURER F:				
CO	VERAGES CERTIFICATE NUM	BER: 1121556159			REVISION NUMBER:		
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City	of El`Paso   Contract: 2024-0683R Environmental On-C	all					
The	Owner is included as Additional Insured with respect to	the General Liability	and Automobile Lia	bility policies	as required by written agr	eement, pursuant to	
	subject to the policy's terms, definitions, conditions and		Second Structures and Company		7	various de la companione de la companion	
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ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of El Paso 218 N. Campbell Street 2nd floor El Paso TX 79901



# Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-11	05/01/2024	05/01/2025	05/01/2024	50003000	INCL	INCL

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA Group Holding Inc.

Address (including ZIP Code):

1 Penn Plaza, 2<sup>nd</sup> Floor New York, NY 10119

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- **a.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- **b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- 2. We receive written notice of a claim or "suit" as soon as practicable; and
- 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.
- **D.** For the purposes of the coverage provided by this endorsement:
  - 1. The following is added to the Other Insurance Condition of Section IV Commercial General Liability Conditions:

### **Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- **b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- **E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- **F.** With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Policy Number: AS7-621-094060-034 Issued by: Liberty Insurance Corp.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

#### Schedule

### Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

### **Regarding Designated Contract or Project:**

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

#### The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

# ATTACHMENT "F"

#### **ATTACHMENT "F"**

#### FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

## A. GENERAL REQUIREMENT FOR CONTRACT

- 1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

## B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1. Withhold progress payments or final payment,
- 2. Terminate the contract,
- 3. Seek suspension/debarment, or
- 4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

## C. <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 o	offeror h	ereby o	certifies	that it	will com	ply with	49 USC	§ 50101 b	v:

- 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	
	E	
Company Name	Title	

## 4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

# 5. <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.

#### **TERMINATION OF CONTRACT** (contracts that exceed \$10,000)

- 1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- 3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

# 15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **16.** <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.

THE STATE OF TEXAS )	ON-CALL
	AGREEMENT FOR
COUNTY OF EL PASO )	PROFESSIONAL SERVICES

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and Arcadis U.S. Inc., a Delaware, USA, Foreign For-Profit Corporation, registered to transact business in Texas, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional environmental services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in Attachment "A"; and

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

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

## ARTICLE I **ATTACHMENTS**

The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport
	Improvement Program Projects

# **ARTICLE II PROJECT**

- 2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform oncall professional services on a Task Order basis. Each individual Task Order will identify the Project ("Project") and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in Attachment "A".
- 2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

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- Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.
- 2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

## ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed \$300,000.00 for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed (\$50,000.00), if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

- **3.2 CONSULTANT'S SERVICES.** The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.
- 3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in Attachment "D". Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.
  - **3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.
  - 3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.
- **3.4 PROJECT CONSTRUCTION BUDGET.** The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.
- 3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

# ARTICLE IV PERIOD OF SERVICE AND TERMINATION

- **4.1 PERIOD OF SERVICE.** The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.
- **4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.
- **4.3 TERMINATION.** This Agreement may be terminated as provided herein.
  - **4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
  - 4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of seven (7) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

# ARTICLE V INSURANCE AND INDEMNIFICATION

- **5.1 INSURANCE.** Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.
  - **5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

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

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

## a) <u>COMMERCIAL GENERAL LIABILITY</u>

\$1,000,000.00 Per Occurrence \$2,000,000.00 General Aggregate \$2,000,000.00 Products/Completed Operations Aggregate \$1,000,000.00 Personal and Advertising Injury

## Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

**General Aggregate** \$1,000,000.00 \$1,000,000.00 per occurrence

# b) AUTOMOBILE LIABILITY Combined Single Limit \$1,000,000.00 per accident

- **5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.
- **5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.
- **5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.
- **5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE **REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

# ARTICLE VI FEDERAL AND STATE PROVISIONS

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project apply, <u>including but</u> 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 consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within Attachment "D". It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in Attachment "D".
- 7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within ten percent (10%) of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent** (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary

professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

- **7.6 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
- **7.7 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.
- **7.8 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.
- **7.9 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.
- **7.10 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.
- **7.11 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso

Attn: City Manager P.O. Box 1890

El Paso, Texas 79950-1890

With a Copy to: The City of El Paso

Attn: City Engineer P.O. Box 1890

El Paso, Texas 79950-1890

To the Consultant: Arcadis U.S. Inc.

Attn: Joel Mora

401 East Main Street, Suite 400

El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

- **7.12 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.
- **7.13 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**7.14 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

	CITY OF EL PASO:
	Dionne Mack City Manager
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Poberta Birto	Gvette Hernandez
Roberta Brito Senior Assistant City Attorney	Yvette Hernandez, P.E., City Engineer Capital Improvement Department
(Ackr	nowledgment)
THE STATE OF TEXAS \$ \$ COUNTY OF EL PASO \$	
This instrument was acknowledged b	refore me on this day of, 2024,
by Dionne Mack, as City Manager of the C	ity of El Paso, Texas.
	Notary Public, State of Texas
My commission expires:	
(Ciona ataunas a sau	tinue on following page)

CONSULTANT: ARCADIS U.S. INC.

By: Joel Mora

Title: Principal Engineer

#### (Acknowledgment)

THE STATE OF TEXAS
COUNTY OF EL PASO

Notary Public, State of Texas

My commission expires:

October 20, 2026

Rocio Luera
My Commission Expires
10/20/2026
Notary ID125749216

# ATTACHMENT "A" SCOPE OF SERVICES

# ATTACHMENT "A" 2024-0683R SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning
- Permitting
- Environmental Sampling and Testing
- Geologic and Hydrogeologic Field Investigations
- Environmental Assessments
- Regulatory Coordination and Negotiations
- Reporting and Preparation of Plans and Specifications
- Bid Support and Construction Administration
- Historical, Archeological Services
- Analytical and Laboratory Testing

#### Products required to include:

- Reports/Studies
- Plans, specifications, estimates
- Permitting Documents

The following provides a general description of services, standards and products required:

#### REGULATORY COODINATION AND NEGOTIATION

The consultant may be required to interface, coordinate, and negotiate with regulatory authorities on behalf of the City including but not limited to the US Army Corps of Engineers, US Environmental Protection Agency, US Fish and Wildlife Service, Texas Historical Commission, Texas Department of State Health Services, and the Texas Commission on Environmental Quality.

#### PETROLEUM STORAGE TANK (PST) AND LEAKING PETROLEUM STORAGE TANK (LPST) SITES

The consultant may be required to conduct the removal or abandonment of PST facilities on City properties in accordance with Texas Commission on Environmental Quality (TCEQ) requirements; therefore, the consultant may be required to obtain the services of a Registered Underground Storage Tank (UST) contractor. The consultant may be required to conduct all phases of assessment or corrective action at LPST sites and shall maintain registration as a LPST Correction Action Specialist (CAS) as well as provide a registered LPST Corrective Action Project Manager (CAPM) in accordance with Title 30, Texas Administrative Code, Chapter 334, Subchapter J. LPST assessments may require the drilling and installation of groundwater monitoring wells by a licensed environmental driller and the collection of soil and groundwater samples for analysis by an analytical laboratory.

#### **ASBESTOS**

The consultant must have appropriate knowledge and understanding of federal and state regulations governing the management of regulated asbestos containing materials (RACM). The consultant may be required to perform asbestos surveys, prepare abatement project specifications, and provide air monitoring for abatement activities.

#### **MOLD**

The consultant must have the appropriate knowledge and understanding of federal and state regulations governing the management of mold assessment and remediation. The consultant may be required to perform mold surveys, prepare mold remediation project specifications, and provide air monitoring for mold remediation activities.

#### HAZARDOUS BUILDNG MATERIALS

The consultant shall have the appropriate knowledge and understanding to identify, characterize, and properly dispose of potentially hazardous building materials including but not limited to mercury switches, and PCB – containing light ballasts/electrical equipment.

#### LEAD-BASED PAINT

The consultant shall have the appropriate knowledge and understanding of federal and state regulations governing the management of lead-based paint. The consultant may be required to perform lead-based paint assessments, develop abatement plans and manage abatement activities.

#### NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTATION

National Environmental Policy Act (NEPA) documentation as necessary for federally funded projects, including but not limited to roadways, bridges, transit facilities, and airport amenities. The consultant may be required to prepare environmental assessments, environmental impact statements, or other NEPA documentation for these types of projects. The consultant shall have a range of staff capable of identifying and assessing the impacts of capital projects, developing impact mitigation measures, performing biological surveys, archaeological surveys, and other environmental assessment activities required during the preparation of NEPA documentation.

#### ARCHEOLOGICAL INVESTIGATIONS

The consultant must have the appropriate knowledge and expertise to perform archaeological investigations including records research, field reconnaissance, pedestrian surveys, National Register Testing, other assessment, and mitigation. In addition, the work may include providing an Archaeological Monitor to be present on-site during construction activities to monitor excavations to determine archaeological significance. All activities shall comply with the National Historic Preservation Act of 1966, as amended, and with the Texas Historical Commission requirements.

#### HAZARDOUS WASTE MANAGMENT

The consultant must have knowledge of the federal (40 CFR, Chapter I, Parts 265 to 299) and state (30 TAC chapter 335) environmental regulations governing the management of industrial solid waste and municipal hazardous waste. The consultant may be required to provide the following types of hazardous waste management services:

- Prepare annual waste reports
- Provide training to City of El Paso staff regarding hazardous waste management activities
- Assist the City of El Paso in the classification and proper disposal of hazardous waste

### AIR QUALITY MONITORING, TESTING, AND PERMITTING

The consultant must have knowledge of applicable air quality regulations, testing protocols, and permitting support/reporting. The consultant may be required to perform air monitoring, and identifying and developing measures and strategies to reduce air emissions from City facilities including but not limited to municipal solid waste landfill and developing permitting documentation and monitoring reports.

#### STORMWATER MANAGEMENT

The consultant may be required to prepare or update industrial storm water pollution prevention plans (SWP3) for city facilities in accordance with the Texas Pollutant Discharge Elimination System (TPDES) general permit for industrial discharges. The consultant may be required to design and implement best management practices for improving storm water quality. The consultant may also conduct storm water monitoring, training, and inspections of city facilities in relation to an industrial SWP3 or the City's municipal separate sewer system permit requirements.

#### PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS

The consultant must have knowledge and understanding for completing Phase I and Phase II environmental site assessments in accordance with federal and state regulations, ASTM E1527 - 21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and ASTM E1903 - 19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process. Consultants must have the knowledge and expertise to conduct Phase I and Phase II environmental site assessments as needed.

#### GENERAL ENVIRONMENTAL SERVICES

The consultant may be required to provide a range of environmental services that are not described in the above categories. These services may include, but are not limited to:

- Provide environmental training to City of El Paso staff, including 40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) training and 8-hour HAZWOPER refresher or awareness training.
- Provide analytical laboratory service training to City of El Paso Staff
- Prepare Spill Prevention Control and Countermeasure (SPCC) plans for city facilities.
- Prepare the annual Tier II Chemical Inventory report for city facilities.
- Assist the City of El Paso with the Clean Water Act Section 404 permitting or coordination with the US Army Corps of Engineers for projects involving waters of the U.S.
- Assist the City of El Paso with GIS mapping and updating GIS databases related to environmental features or programs.
- Assist the City of El Paso with implementing and maintaining an Environmental Management System (EMS) for environmental compliance management.
- Provide strategic planning and feasibility study services.
- Provide asbestos and mold training for operation and maintenance staff.

#### ANALYTICAL LABORATORY SERVICES

The City expects that analytical laboratory services will be required for this contract in support of the above-mentioned environmental services. The laboratory services provided under this contract shall be provided by accredited laboratories through the National Environmental Laboratory Accreditation Program (NELAP), National Voluntary Laboratory Accreditation Program (NVLAP) and or the American Industrial Hygiene Association.

#### **KEY OBJECTIVES:**

The selected firms are expected to achieve the following:

- To coordinate work with the Capital Improvement Department and other City Departments to identify, develop, and implement strategies to address environmental challenges and issues.
- Implementation of creative and innovative approaches to address project requirements.
- Ensure that the project will support the relevant department's mission, accreditation standards, and compliance with applicable regulations and best practices.
- Develop and monitor schedule to achieve on-time project completion.
- Develop and monitor budget and control costs such that the project is completed within available budget.

# ATTACHMENT "B" CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

# **ATTACHMENT B- FEE PROPSAL**

A. PROPOSAL DETAIL	IL	ΔΙ	Γ	E.	D	L	Α	S	O	P	O	R	P	Α.
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Consultant Name:	
Date Submitted:	

#### **B. PROFESSIONAL PERSONNEL**

LABOR CLASSIFICATION	YEARS OF	HOURL	Y RATES
LABOR CLASSIFICATION	EXPERIENCE	2024-2025	2025-2026
Principal:	10+		
Senior Project Manager	10+		
Jr. Project Manager:	5+		
Senior Engineer	10+		
Project Engineer / Scientist II	10+		
Project Engineer / Scientist I	5+		

#### **C. TECHNICAL PERSONNEL**

LABOR CLASSIFICATION	YEARS OF	HOURL	RLY RATES		
LABOR CLASSIFICATION	EXPERIENCE	2024-2025	2025-2026		
Engineering Design II:	5+				
Engineering Design I:	0-5				
Survey Tech:	5+				
Field Tech II:	5+				
Field Tech I:	0-5				
Technician II:	5+				
Technician I:	0-5				
Laborer:	0-5				

#### **D. SUPPORT STAFF**

LABOR CLASSIFICATION	YEARS OF	HOURLY RATES	
	EXPERIENCE	2024-2025	2025-2026
Administrative Assistant:	0-5		

On-Call Environmental Fee Proposal



# **ATTACHMENT B- FEE PROPSAL**

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#### **E. REIMBURSABLE COSTS**

Mileage	Mileage 0.625 (or current IRS approved Rate)	
Sub Consultants (If applicable):	cost x 1.10	
Per Diem (If applicable):	\$155 per day (or current rate per USGSA)	
Other Travel (If applicable):	Actual cost	

#### Notes:

- 1: Billing rates shall be fully burdened and include labor, overhead, and profit.
- **2:** All project related expenses to be billed at rates determined with respect to current market pricing, a complete list of miscellaneous expenses to be provided attached to this proposal.
- 3: Maximum 2.5% billing rate increase per year
- **4:** 2024 rates will begin on the date of contract execution and will be in effect for a duration of 1 year. 2025 rates will begin at the end of the first year and will be in effect through the end of the contract term.

On-Call Environmental Fee Proposal

Each individual Task Order will identify the "**Project**", and the Consultant shall provide the Basic and Additional Services as noted herein.

#### **BASIC SERVICES OF THE CONSULTANT**

#### **GENERAL**

- 1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
- 2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
- 3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
- 4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

#### REPORT PHASE

- 1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
  - **a.** Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - **b.** Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- **d.** Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
- e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

#### PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner's requirements for the Project.
- 2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

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

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

- 1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
- 2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "Drawings," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "Specifications." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
- Advise the Owner of any adjustment to the Consultant's previous opinion of probable 3. 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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

- 1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
- 2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
- 3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
- **4. As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
- 5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
- 6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

#### **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 AND DELIVERABLE SCHEDULES

#### PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

#### **Fixed fee Payment to Consultant**

Report Phase	To be determined by Task Order
<b>Preliminary Design Phase</b>	To be determined by Task Order
<b>Pre-Final Design Phase</b>	To be determined by Task Order
Final Design Phase	To be determined by Task Order
<b>Bidding Phase</b>	To be determined by Task Order
<b>Construction Phase</b>	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

**Reimbursable Costs:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable*.

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. 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 Owner's fiscal year.

## ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

#### **DELIVERABLE SCHEDULE**

#### REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

#### PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

## ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

#### PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit 1 copyof all addenda to the Owner for appropriate action within 2 consecutive calendar days.

#### PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

## ATTACHMENT "E" Insurance



#### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/18/2024

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. 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).

certificate does not come rights to the certificate notice in fled of such endorsement(s).								
PRODUCER		CONTACT NAME:						
Aon Risk Services South, Inc. Franklin TN Office		PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): 800-363-010	)5			
501 Corporate Centre Drive Suite 300		E-MAIL ADDRESS:						
Franklin TN 37067 USA			NAIC#					
INSURED		INSURER A:	Twin City Fire Insura	ınce Company	29459			
Arcadis U.S., Inc. 630 Plaza Drive Suite 200		INSURER B:	Hartford Fire Insurar	ice Co.	19682			
		INSURER C:	Hartford Accident & I	ndemnity Company	22357			
Highlands Ranch CO 80129 USA		INSURER D:						
		INSURER E:						
		INSURER F:						
001/504050	OFFICIAL AND FOR FRANCISCO	^	5510010	LLAULUNED				

COVERAGES CERTIFICATE NUMBER: 570109025225 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.

Limits shown are as requeste

	CLUSIONS AND CONDITIONS OF SUCF					Lilling Show	n are as requested
INSR LTR	TYPE OF INSURANCE	ADDL SU INSD W	VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		20ECSOL5318 SIR applies per policy ter	10/01/2024 ms & condi		EACH OCCURRENCE  DAMAGE TO RENTED  PREMISES (Ea occurrence)	\$1,000,000 \$1,000,000
	X Contractual Liability					MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
В	AUTOMOBILE LIABILITY		20 UEN 0L5319	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY ( Per person)	
	OWNED SCHEDULED					BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	
	DED RETENTION	1					
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		20wnoL5323 AOS	10/01/2024	10/01/2025	X PER STATUTE OTH-	
Α	ANY PROPRIETOR / PARTNER / EXECUTIVE N	N/A	20WBROL5321	10/01/2024	10/01/2025	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)		MA, WI	' '		E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT	\$1,000,000
					l		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project & Task Number: 30239915. The Owner is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER	CANCELLAT
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City of El Paso Attn: Capital Improvement Department 218 N. Campbell Street, 2nd Floor El Paso TX 79901 USA SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Rish Services South Inc.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket, as required by written contract.	All locations where required by written contract.
Information required to complete this Schedule, if not sho	wwn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - **2.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket, as required by written contract.	All locations where required by written contract.
Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

## d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

#### e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

#### g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

#### (2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

#### (3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

#### 2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and selfinsured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV-Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

#### 3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

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#### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

#### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

## 6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

#### 7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

#### 8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### 9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

 a. The exceptions to Paragraphs B.4 -EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto":
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto":
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

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- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

## 10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### 11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### 12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

## 13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

### 14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### 15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### 16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### 17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### 18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

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### 19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### 20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

Form HA 99 16 12 21 Page 5 of 5 852



#### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

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 notice in	i neu oi such enuoisemenus).					
PRODUCER	CONTACT NAME:					
Aon Risk Services South, Inc. Franklin TN Office	PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): (800) 363-01	05		
501 Corporate Centre Drive Suite 300	E-MAIL ADDRESS:					
Franklin TN 37067 USA  INSURED  Arcadis U.S., Inc.		INSURER(S) AFFORDING COVERAGE				
	INSURER A:	Indian Harbor Insuranc	e Company	36940		
Arcadis U.S., Inc. 630 Plaza Drive	INSURER B:					
Suite 200	INSURER C:					
Buite 200 Highlands Ranch CO 80129 USA	INSURER D:					
	INSURER E:					
	INSURER F:					
	E7040000E004					

**COVERAGES** 570109025224 **REVISION NUMBER:** CERTIFICATE 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,

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS SHOWN are as requested
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	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 PRO- JECT LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANYAUTO						BODILY INJURY ( Per person)
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)
	AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE
	EXCESS LIAB CLAIMS-MADE						AGGREGATE
	DED RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-
	ANY PROPRIETOR / PARTNER /	N/A					E.L. EACH ACCIDENT
	(Mandatory in NH)	N/A					E.L. DISEASE-EA EMPLOYEE
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-POLICY LIMIT
А	Contractors Pollution Liabili			US00101061E024A Professional & Pollution SIR applies per policy ter			Each Claim \$1,000,000 Annual Aggregate \$1,000,000
5500	DIDTION OF ODERATIONS (LOCATIONS (VEHICLES (ACCO						

For Professional Liability and Pollution Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: Project & Task Number: 30239915.

CERTIFICATE HOLDER	1	CANCELLATIO

City of El Paso Attn: Capital Improvement Department 218 N. Campbell Street, 2nd Floor El Paso TX 79901 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.

LOC#:

570000005571



#### ADDITIONAL REMARKS SCHEDULE

Page \_ of

AOR RISK SERVICES SOUTH, INC.  APOLOTYNUMBER See Certificate Number: 570109025224  See Certificate Number: 570109025224  ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance  INSURER(S) AFFORDING COVERAGE  INSURER  INSURER	AGENCY	Tnc			NAMED INSURED	Tnc			
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#### ATTACHMENT "F"

#### **ATTACHMENT "F"**

#### FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

#### A. GENERAL REQUIREMENT FOR CONTRACT

- 1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

#### B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1. Withhold progress payments or final payment,
- 2. Terminate the contract,
- 3. Seek suspension/debarment, or
- 4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

#### C. <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 o	offeror h	ereby o	certifies	that it	will com	ply with	49 USC	§ 50101 b	v:

- 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.

THE STATE OF TEXAS )	ON-CALL	
	AGREEMENT FOR	
COUNTY OF EL PASO )	PROFESSIONAL SERVICES	

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_\_, 2024 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and Souder, Miller and Associates, Inc., a New Mexico, USA, Foreign For-Profit Corporation, registered to transact business in Texas, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional environmental services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in Attachment "A"; and

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

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

#### ARTICLE I ATTACHMENTS

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

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Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport
	Improvement Program Projects

#### ARTICLE II PROJECT

- 2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform oncall professional services on a Task Order basis. Each individual Task Order will identify the Project ("**Project**") and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A"**.
- 2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

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- Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.
- 2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

#### ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed \$300,000.00 for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed (\$50,000.00), if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

- **3.2 CONSULTANT'S SERVICES.** The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.
- 3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in Attachment "D". Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.
  - **3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.
  - 3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.
- **3.4 PROJECT CONSTRUCTION BUDGET.** The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.
- 3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

# ARTICLE IV PERIOD OF SERVICE AND TERMINATION

- **4.1 PERIOD OF SERVICE.** The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.
- **4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.
- **4.3 TERMINATION.** This Agreement may be terminated as provided herein.
  - **4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
  - 4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of seven (7) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

# ARTICLE V INSURANCE AND INDEMNIFICATION

- **5.1 INSURANCE.** Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.
  - **5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

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

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

#### a) <u>COMMERCIAL GENERAL LIABILITY</u>

\$1,000,000.00 Per Occurrence \$2,000,000.00 General Aggregate \$2,000,000.00 Products/Completed Operations Aggregate \$1,000,000.00 Personal and Advertising Injury

#### Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

**General Aggregate** \$1,000,000.00 \$1,000,000.00 per occurrence

# b) AUTOMOBILE LIABILITY Combined Single Limit \$1,000,000.00 per accident

- **5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.
- **5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.
- **5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.
- **5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE **REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

#### ARTICLE VI FEDERAL AND STATE PROVISIONS

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project apply, <u>including but not limited to:</u>

- --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".

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-- 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 consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within Attachment "D". It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in Attachment "D".
- 7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within ten percent (10%) of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent** (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the

Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

- 7.4 **COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.
- 7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

**7.6 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

- **7.7 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.
- **7.8 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.
- **7.9 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.
- **7.10 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.
- **7.11 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso

Attn: City Manager P.O. Box 1890

El Paso, Texas 79950-1890

With a Copy to: The City of El Paso

Attn: City Engineer P.O. Box 1890

El Paso, Texas 79950-1890

To the Consultant: Souder, Miller and Associates, Inc.

Attn: Jay Vanlandingham 201 E. Main, Suite 1205 El Paso, Texas, 79912

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

- **7.12 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.
- **7.13 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.
- **7.14 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the

Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

	CITY OF EL PASO:	
	Dionne Mack City Manager	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
Poberta Birto	Yvette Hernandez, P.E., City Engineer	
Roberta Brito Senior Assistant City Attorney	Yvette Hernandez, P.E., City Engineer Capital Improvement Department	
(Ack	nowledgment)	
THE STATE OF TEXAS \$ \$ \$ COUNTY OF EL PASO \$ This instrument was acknowledged 1	before me on this day of, 2024,	
by Dionne Mack, as City Manager of the C		
	Notary Public, State of Texas	
My commission expires:		
(Signatures con	_ ntinue on following page)	

CONSULTANT:

SOUDER, MILLER AND ASSOCIATES,

INC.

Jay Vanlandingham

Title Principal

(Acknowledgment)

THE STATE OF TEXAS Donatha **COUNTY OF EL PASO** 

This instrument was acknowledged before me on this 18th day of \_\_\_\_\_, 2024, by Jay Vanlandingham, as Principal of Souder, Miller and Associates, Inc..

Notary Public, State of Texas N.m.

My commission expires:

State of New Mexico Notary Public

Eileen Aven Commission # 1025050 Commission Expires: 07/23/2028

# ATTACHMENT "A" SCOPE OF SERVICES

### ATTACHMENT "A" 2024-0683R SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning
- Permitting
- Environmental Sampling and Testing
- Geologic and Hydrogeologic Field Investigations
- Environmental Assessments
- Regulatory Coordination and Negotiations
- Reporting and Preparation of Plans and Specifications
- Bid Support and Construction Administration
- Historical, Archeological Services
- Analytical and Laboratory Testing

#### Products required to include:

- Reports/Studies
- Plans, specifications, estimates
- Permitting Documents

The following provides a general description of services, standards and products required:

#### REGULATORY COODINATION AND NEGOTIATION

The consultant may be required to interface, coordinate, and negotiate with regulatory authorities on behalf of the City including but not limited to the US Army Corps of Engineers, US Environmental Protection Agency, US Fish and Wildlife Service, Texas Historical Commission, Texas Department of State Health Services, and the Texas Commission on Environmental Quality.

#### PETROLEUM STORAGE TANK (PST) AND LEAKING PETROLEUM STORAGE TANK (LPST) SITES

The consultant may be required to conduct the removal or abandonment of PST facilities on City properties in accordance with Texas Commission on Environmental Quality (TCEQ) requirements; therefore, the consultant may be required to obtain the services of a Registered Underground Storage Tank (UST) contractor. The consultant may be required to conduct all phases of assessment or corrective action at LPST sites and shall maintain registration as a LPST Correction Action Specialist (CAS) as well as provide a registered LPST Corrective Action Project Manager (CAPM) in accordance with Title 30, Texas Administrative Code, Chapter 334, Subchapter J. LPST assessments may require the drilling and installation of groundwater monitoring wells by a licensed environmental driller and the collection of soil and groundwater samples for analysis by an analytical laboratory.

#### **ASBESTOS**

The consultant must have appropriate knowledge and understanding of federal and state regulations governing the management of regulated asbestos containing materials (RACM). The consultant may be required to perform asbestos surveys, prepare abatement project specifications, and provide air monitoring for abatement activities.

#### **MOLD**

The consultant must have the appropriate knowledge and understanding of federal and state regulations governing the management of mold assessment and remediation. The consultant may be required to perform mold surveys, prepare mold remediation project specifications, and provide air monitoring for mold remediation activities.

#### HAZARDOUS BUILDNG MATERIALS

The consultant shall have the appropriate knowledge and understanding to identify, characterize, and properly dispose of potentially hazardous building materials including but not limited to mercury switches, and PCB – containing light ballasts/electrical equipment.

#### LEAD-BASED PAINT

The consultant shall have the appropriate knowledge and understanding of federal and state regulations governing the management of lead-based paint. The consultant may be required to perform lead-based paint assessments, develop abatement plans and manage abatement activities.

#### NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTATION

National Environmental Policy Act (NEPA) documentation as necessary for federally funded projects, including but not limited to roadways, bridges, transit facilities, and airport amenities. The consultant may be required to prepare environmental assessments, environmental impact statements, or other NEPA documentation for these types of projects. The consultant shall have a range of staff capable of identifying and assessing the impacts of capital projects, developing impact mitigation measures, performing biological surveys, archaeological surveys, and other environmental assessment activities required during the preparation of NEPA documentation.

#### ARCHEOLOGICAL INVESTIGATIONS

The consultant must have the appropriate knowledge and expertise to perform archaeological investigations including records research, field reconnaissance, pedestrian surveys, National Register Testing, other assessment, and mitigation. In addition, the work may include providing an Archaeological Monitor to be present on-site during construction activities to monitor excavations to determine archaeological significance. All activities shall comply with the National Historic Preservation Act of 1966, as amended, and with the Texas Historical Commission requirements.

#### HAZARDOUS WASTE MANAGMENT

The consultant must have knowledge of the federal (40 CFR, Chapter I, Parts 265 to 299) and state (30 TAC chapter 335) environmental regulations governing the management of industrial solid waste and municipal hazardous waste. The consultant may be required to provide the following types of hazardous waste management services:

- Prepare annual waste reports
- Provide training to City of El Paso staff regarding hazardous waste management activities
- Assist the City of El Paso in the classification and proper disposal of hazardous waste

#### AIR QUALITY MONITORING, TESTING, AND PERMITTING

The consultant must have knowledge of applicable air quality regulations, testing protocols, and permitting support/reporting. The consultant may be required to perform air monitoring, and identifying and developing measures and strategies to reduce air emissions from City facilities including but not limited to municipal solid waste landfill and developing permitting documentation and monitoring reports.

#### STORMWATER MANAGEMENT

The consultant may be required to prepare or update industrial storm water pollution prevention plans (SWP3) for city facilities in accordance with the Texas Pollutant Discharge Elimination System (TPDES) general permit for industrial discharges. The consultant may be required to design and implement best management practices for improving storm water quality. The consultant may also conduct storm water monitoring, training, and inspections of city facilities in relation to an industrial SWP3 or the City's municipal separate sewer system permit requirements.

#### PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS

The consultant must have knowledge and understanding for completing Phase I and Phase II environmental site assessments in accordance with federal and state regulations, ASTM E1527 - 21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and ASTM E1903 - 19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process. Consultants must have the knowledge and expertise to conduct Phase I and Phase II environmental site assessments as needed.

#### GENERAL ENVIRONMENTAL SERVICES

The consultant may be required to provide a range of environmental services that are not described in the above categories. These services may include, but are not limited to:

- Provide environmental training to City of El Paso staff, including 40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) training and 8-hour HAZWOPER refresher or awareness training.
- Provide analytical laboratory service training to City of El Paso Staff
- Prepare Spill Prevention Control and Countermeasure (SPCC) plans for city facilities.
- Prepare the annual Tier II Chemical Inventory report for city facilities.
- Assist the City of El Paso with the Clean Water Act Section 404 permitting or coordination with the US Army Corps of Engineers for projects involving waters of the U.S.
- Assist the City of El Paso with GIS mapping and updating GIS databases related to environmental features or programs.
- Assist the City of El Paso with implementing and maintaining an Environmental Management System (EMS) for environmental compliance management.
- Provide strategic planning and feasibility study services.
- Provide asbestos and mold training for operation and maintenance staff.

#### ANALYTICAL LABORATORY SERVICES

The City expects that analytical laboratory services will be required for this contract in support of the above-mentioned environmental services. The laboratory services provided under this contract shall be provided by accredited laboratories through the National Environmental Laboratory Accreditation Program (NELAP), National Voluntary Laboratory Accreditation Program (NVLAP) and or the American Industrial Hygiene Association.

#### **KEY OBJECTIVES:**

The selected firms are expected to achieve the following:

- To coordinate work with the Capital Improvement Department and other City Departments to identify, develop, and implement strategies to address environmental challenges and issues.
- Implementation of creative and innovative approaches to address project requirements.
- Ensure that the project will support the relevant department's mission, accreditation standards, and compliance with applicable regulations and best practices.
- Develop and monitor schedule to achieve on-time project completion.
- Develop and monitor budget and control costs such that the project is completed within available budget.

# ATTACHMENT "B" CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

#### **ATTACHMENT B- FEE PROPSAL**

#### A. PROPOSAL DETAILS

Consultant Name: Souder, Miller and Associates

Date Submitted:

#### **B. PROFESSIONAL PERSONNEL**

A DOD CLASSIFICATION	YEARS OF EXPERIENCE	HOURL	Y RATES
LABOR CLASSIFICATION		2024-2025	2025-2026
Principal:	10+	\$ 240.00	\$ 246.00
Senior Project Manager	10+	\$ 190.00	\$ 194.75
Jr. Project Manager:	5+	\$ 165.00	\$ 169.13
Senior Engineer	10+	\$ 165.00	\$ 169.13
Project Engineer / Scientist II	10+	\$ 140.00	\$ 143.63
Project Engineer / Scientist I	5+	\$ 130.00	\$ 133.25

#### C. TECHNICAL PERSONNEL

LABOR CLASSIFICATION	YEARS OF EXPERIENCE	HOURL	Y RATES
LABOR CLASSIFICATION		2024-2025	2025-2026
Engineering Design II:	5+	\$ 80.00	\$ 82.00
Engineering Design I:	0-5	\$ 70.00	\$ 71.75
Survey Tech:	5+	\$ 80.00	\$ 82.00
Field Tech II:	5+	\$ 80.00	\$ 82.00
Field Tech I:	0-5	\$ 70.00	\$ 71.75
Technician II:	5+	\$ 80.00	\$ 82.00
Technician I:	0-5	\$ 70.00	\$ 71.75
Laborer:	0-5	\$ 50.00	\$ 51.25

#### D. SUPPORT STAFF

LABOR CLASSIFICATION	YEARS OF	HOURL	Y RATES
LABOR CLASSIFICATION	EXPERIENCE	2024-2025	2025-2026
Administrative Assistant:	0-5	\$ 80.00	\$ 82.00

On-Call Environmental Fee Proposal 889



#### **ATTACHMENT B- FEE PROPSAL**

#### **E. REIMBURSABLE COSTS**

Mileage	0.625 (or current IRS approved Rate)
Sub Consultants (If applicable):	cost x 1.10
Per Diem (If applicable):	\$155 per day (or current rate per USGSA)
Other Travel (If applicable):	Actual cost

#### Notes:

- 1: Billing rates shall be fully burdened and include labor, overhead, and profit.
- 2: All project related expenses to be billed at rates determined with respect to current market pricing, a complete list of miscellaneous expenses to be provided attached to this proposal.
- 3: Maximum 2.5% billing rate increase per year
- **4:** 2024 rates will begin on the date of contract execution and will be in effect for a duration of 1 year. 2025 rates will begin at the end of the first year and will be in effect through the end of the contract term.

On-Call Environmental Fee Proposal

Each individual Task Order will identify the "**Project**", and the Consultant shall provide the Basic and Additional Services as noted herein.

#### **BASIC SERVICES OF THE CONSULTANT**

#### **GENERAL**

- 1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
- 2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
- 3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
- 4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

#### REPORT PHASE

- 1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
  - **a.** Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - **b.** Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- **d.** Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
- e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

#### PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner's requirements for the Project.
- 2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

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

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

- 1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
- 2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "Drawings," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "Specifications." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
- Advise the Owner of any adjustment to the Consultant's previous opinion of probable 3. 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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

- 1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
- 2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
- 3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
- **4. As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
- 5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
- 6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

#### **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.

## ATTACHMENT "C" CONSULTANT'S BASIC AND ADDITIONAL SERVICES

#### **RESIDENT PROJECT SERVICES**

- 1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
- 2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
- 3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

## ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

#### PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

#### **Fixed fee Payment to Consultant**

Report Phase	To be determined by Task Order
<b>Preliminary Design Phase</b>	To be determined by Task Order
<b>Pre-Final Design Phase</b>	To be determined by Task Order
Final Design Phase	To be determined by Task Order
<b>Bidding Phase</b>	To be determined by Task Order
<b>Construction Phase</b>	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

**Reimbursable Costs:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable*.

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. 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 Owner's fiscal year.

## ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

#### **DELIVERABLE SCHEDULE**

#### REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

#### PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

## ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

#### PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit 1 copyof all addenda to the Owner for appropriate action within 2 consecutive calendar days.

#### **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

# ATTACHMENT "E" Insurance

#### PINJE1

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2024

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. 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).

this certificate does not come rights to the certificate holder in h	iled of 3doff endorsement(3).			
PRODUCER	CONTACT Jenifer Pinckley			
Menicucci Insurance Agency LLC 2116 Vista Oeste NW, Bldg 5 Albuquerque, NM 87120	PHONE (A/C, No, Ext): (505) 923-9938 FAX (A/C, No):			
	E-MAIL ADDRESS: jpinckley@mianm.com			
	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: National Fire Insurance Of Hartford	20478		
INSURED	INSURER B: Continental Insurance Company	35289		
Souder, Miller and Associates, Inc.	INSURER C: Valley Forge Insurance Company	20508		
5454 Venice Avenue NE, Suite D	INSURER D : Crum & Forster Specialty Insurance Company	44520		
Albuquerque, NM 87113	INSURER E :			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,00	00
	CLAIMS-MADE X OCCUR	Х	Χ	6076497447	11/1/2023	11/1/2024	DAMAGE TO RENTED \$ 100,00	00
	X Primary & Non Contri						MED EXP (Any one person) \$ 15,00	00
	X X, C, U						PERSONAL & ADV INJURY \$ 1,000,00	00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,00	00
	POLICY X PRO-						PRODUCTS - COMP/OP AGG \$ 2,000,00	00
	OTHER:						\$	
Α	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT \$ 1,000,00	00
	X ANY AUTO	Χ	Χ	6076497464	11/1/2023	11/1/2024	BODILY INJURY (Per person) \$	
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident) \$	
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							\$	
В	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE \$ 5,000,00	00
	EXCESS LIAB CLAIMS-MADE	Χ	Χ	6076497450	11/1/2023	11/1/2024	AGGREGATE \$ 5,000,00	00
	DED X RETENTION\$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	Χ	6076497478	11/1/2023	11/1/2024	E.L. EACH ACCIDENT \$ 1,000,00	
	(Mandatory in NH)	IN/ A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,00	00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,00	_
D	Pollution	Χ		PKC-114721	11/1/2023	11/1/2024	Per Occ/Agg 3,000,00	00
D	Professional Liab			PKC-114721	11/1/2023	11/1/2024	Per Claim/Agg 3,000,00	00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) LIMITS OF LIABILITY SHOWN ARE THOSE IN EFFECT AT POLICY INCEPTION

CERTIFICATE HOLDER	CANCELLATION
City of El Paso 218 N. Campbell 2nd floor El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Lit 430, 1X 73301	AUTHORIZED REPRESENTATIVE





#### CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

#### LIABILITY COVERAGE

#### A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an insured under any other liability "policy" providing auto
- 3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under SECTION II - WHO IS AN INSURED and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
- 4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

#### B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
- 2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012) **Endorsement Effective Date:** Endorsement No: 15; Page: 1 of 4

**Endorsement Expiration Date:** 

Policy No: BUA 6076497464 Policy Effective Date: Policy Page: 103 of 322

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL



#### C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

#### II. PHYSICAL DAMAGE COVERAGE

#### A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

#### B. Transportation Expenses

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

#### C. Loss of Use Expenses

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

#### D. Hired "Autos"

The following is added to Section III. Paragraph A .:

#### 5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- **d.** The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired autos will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per accident.

#### E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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Endorsement Expiration Date:

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL

30606



#### F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

#### G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the auto's actual cash value (ACV).

#### III. Drive Other Car Coverage - Executive Officers

The following is added to Sections II and III:

- 1. Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An auto owned by that "executive officer" or a member of that person's household; or
  - b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

#### IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:

Form No: CNA63359XX (04-2012) **Endorsement Effective Date:** Endorsement No: 15; Page: 3 of 4

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL



(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

#### B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

#### C. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

#### D. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

#### E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

#### V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL



#### Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such written contract; or
  - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
    - 1. the written contract requires you to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.
- II. But if the written contract requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - **C.** additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the written contract; or
  - **B.** a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, includina:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

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Nat'l Fire Ins Co of Hartford

Insured Name: MILLER ENGINEERS, INC.

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Policy No:

Endorsement No: 29 Effective Date: 11/01/2023

6076497447





# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

#### **Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence**, **Offense**, **Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  - 1. the bodily injury or property damage; or
  - 2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

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Nat'l Fire Ins Co of Hartford

Insured Name: MILLER ENGINEERS, INC.

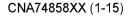
Endorsement No: 29 Effective Date: 11/01/2023

6076497447

Policy No:

It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1.	Additional Insureds
2.	Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3.	Additional Insured – Extended Coverage
4.	Boats
5.	Bodily Injury – Expanded Definition
6.	Broad Knowledge of Occurrence/ Notice of Occurrence
7.	Broad Named Insured
8.	Contractual Liability – Railroads
9.	Estates, Legal Representatives and Spouses
10.	Expected Or Intended Injury – Exception for Reasonable Force
11.	General Aggregate Limits of Insurance – Per Location
12.	In Rem Actions
13.	Incidental Health Care Malpractice Coverage
14.	Joint Ventures/Partnership/Limited Liability Companies
15.	Legal Liability – Damage To Premises
16.	Liquor Liability
17.	Medical Payments
18.	Non-owned Aircraft Coverage
19.	Non-owned Watercraft
20.	Personal And Advertising Injury – Discrimination or Humiliation
21.	Personal And Advertising Injury - Contractual Liability
22.	Property Damage – Elevators
23.	Retired Partners, Members, Directors And Employees
24.	Supplementary Payments
25.	Unintentional Failure To Disclose Hazards
26.	Waiver of Subrogation – Blanket
27.	Wrap-Up Extension: OCIP, CCIP or Consolidated (Wrap-Up) Insurance Programs



Page 1 of 18 Nat'l Fire Ins Co of Hartford Insured Name: MILLER ENGINEERS, INC.

Policy No: 6076497447 Endorsement No:

**Effective Date**: 11/01/2023



# Architects, Engineers and Surveyors General Liability Extension Endorsement

#### 1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through I. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
  - (1) is currently in effect or becomes effective during the term of this Coverage Part; and
  - (2) was executed prior to:
    - (a) the bodily injury or property damage; or
    - (b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- **b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - (1) a higher limit of insurance than required by such contract or agreement; or
  - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

#### A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

#### C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

- a. in connection with the Named Insured's premises; or
- **b.** in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

CNA74858XX (1-15)

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Nat'l Fire Ins Co of Hartford

Insured Name: MILLER ENGINEERS, INC.

Endorsement No: 5 Effective Date: 11/01/2023

Policy No: 6076497447



- 1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. supervisory, inspection, architectural or engineering activities.

#### D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

#### E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - **a.** the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - **b.** the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or

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Nat'l Fire Ins Co of Hartford Insured Name: MILLER ENGINEERS, INC.

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MIDDER ENGINEERS, INC.



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2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

#### Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:
  - a. the Named Insured's acts or omissions; or
  - **b.** the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the products-completed operations hazard.

#### ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and noncontributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

#### 3. ADDITIONAL INSURED - EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this Coverage Part, WHO IS AN **INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their spouses are Insureds;
- c. A limited liability company, then its members and managers are **Insureds**; or
- **d.** An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are Insureds;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

#### BOATS

Under COVERAGES, Coverage A - Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft. Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured's inspection or surveying work.

#### **BODILY INJURY - EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

#### BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

#### A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

#### **B. NOTICE OF OCCURRENCE**

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

#### 7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:
  - a. on the effective date of this Coverage Part; or
  - b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- **A.** owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- **B.** having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- **4.** With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:
  - **a. bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - **b. personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

#### 8. CONTRACTUAL LIABILITY - RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of insured contract is replaced by the following:

#### **Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- **b.** A sidetrack agreement;
- c. Any easement or license agreement;
- **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage:
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

#### 9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

#### 10. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

#### **Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

#### 11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- **A.** A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:
  - 1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
  - All medical expenses under Coverage C.

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

#### B. All:

1. Damages under Coverage B, regardless of the number of locations involved;

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- 2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single location, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
- 3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this GENERAL AGGREGATE LIMITS OF INSURANCE PER LOCATION Provision, "location" means:
  - 1. a premises the **Named Insured** owns or rents; or
  - 2. a premises not owned or rented by any Named Insured at which the Named Insured is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the occurrence can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of LIMITS OF INSURANCE not otherwise modified by this GENERAL AGGREGATE LIMITS OF INSURANCE PER LOCATION Provision shall continue to apply as stipulated.

#### 12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

#### 13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
  - **b.** This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
    - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
    - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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- B. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:
  - add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

#### **Contractual Liability**

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

#### Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

#### **Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

#### Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

#### Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

- C. **DEFINITIONS** is amended to:
  - add the following definitions: i.

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- professional health care services on behalf of the Named Insured or
- Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food. beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist:
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

- iii. amend the definition of Insured to:
  - a. add the following:
    - the Named Insured's employees are Insureds with respect to:
    - (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and
    - (2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business:

when such bodily injury arises out of a health care incident.

the Named Insured's volunteer workers are Insureds with respect to:

- (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and
- (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- **D.** The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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#### b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

#### 14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to WHO IS AN INSURED:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the bodily injury or property damage first occurred after such termination date; and
- **c.** there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising injury that would otherwise be covered under the Architects, Engineers And Surveyors General Liability Extension Endorsement provision entitled WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of consolidated (wrap-up) insurance program.

#### B. Participation In Current Professional Joint Ventures

The following is added to WHO IS AN INSURED:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- **a.** Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured**'s business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other coventurers, nor of their partners, members or employees.

**C. WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

Except as provided under this Architects, Engineers And Surveyors General Liability Extension Endorsement or by the attachment of another endorsement (if any), no person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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- 15. LEGAL LIABILITY DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL
  - A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

#### Property damage to:

- (1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the Named Insured;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are your work.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

Paragraphs (3) and (4) of this exclusion do not apply to property damage to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- **a.** property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is mobile equipment leased by an Insured;

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- c. property that is an auto, aircraft or watercraft;
- d. property in transit; or
- any portion of property damage for which the Insured has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See LIMITS OF INSURANCE as amended below.

B. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

**C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:
  - 6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:
    - \$500,000; or
    - The Damage To Premises Rented To You Limit shown in the Declarations.
- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:
  - (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

#### 16. LIQUOR LIABILITY

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

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#### 17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:
  - 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:
    - (1) \$15,000 unless a different amount is shown here: \$N.NNN.NNN.NNN:
    - (2) the amount shown in the Declarations for Medical Expense Limit.
- B. Under COVERAGES, the Insuring Agreement of Coverage C Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:
  - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

#### 18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

#### 19. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

#### 20. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B. Under COVERAGES, Coverage B Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:
  - 1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

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Nat'l Fire Ins Co of Hartford

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This insurance does not apply to:

#### **Knowing Violation of Rights of Another**

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured: or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.
- 2. add the following exclusions:

This insurance does not apply to:

#### **Employment Related Discrimination**

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

#### **Premises Related Discrimination**

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

Provision 1. ADDITIONAL INSURED of this endorsement: or

attachment of an additional insured endorsement to this Coverage Part.

#### 21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:
  - 1. Paragraph 2.d. is replaced by the following:
    - The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee:
  - 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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Nat'l Fire Ins Co of Hartford

Insured Name: MILLER ENGINEERS, INC.

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#### Architects, Engineers and Surveyors General Liability **Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B -Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

#### 22. PROPERTY DAMAGE - ELEVATORS

- A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

#### 23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as Insureds natural persons who are retired partners, members, directors or employees, but only for bodily injury, property damage or personal and advertising injury that results from services performed for the Named Insured under the Named Insured's direct supervision. All limitations that apply to employees and volunteer workers also apply to anyone qualifying as an Insured under this Provision.

#### 24. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

#### 25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

#### 26. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- 2. your work included in the products-completed operations hazard.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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Nat'l Fire Ins Co of Hartford Insured Name: MILLER ENGINEERS, INC.

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#### Architects, Engineers and Surveyors General Liability **Extension Endorsement**

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

#### 27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION - CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

**A.** The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.
- B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.
- **C. DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs. detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

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Nat'l Fire Ins Co of Hartford

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#### Architects, Engineers and Surveyors General Liability **Extension Endorsement**

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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#### **General Aggregate Limit - Per Project Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- For each single construction or service project away from premises the Named Insured owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
  - A. all damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
  - B. all medical expenses under Coverage C;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

- II. All:
  - A. damages under Coverage B, regardless of the number of locations or projects involved:
  - B. damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single project, except damages because of bodily injury or property damage included in the productscompleted operations hazard; and
  - C. medical expenses under Coverage C, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular project.
- IV. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Nat'l Fire Ins Co of Hartford

Insured Name: MILLER ENGINEERS, INC.

Policy No:

6076497447

#### **Workers Compensation And Employers Liability Insurance**







#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984) Endorsement Effective Date:

Endorsement No: 7; Page: 1 of 1

Endorsement Expiration Date:

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 76497478 Policy Effective Date: 11/01/2023

Policy Page: 75 of 110

#### ATTACHMENT "F"

#### **ATTACHMENT "F"**

#### FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

#### A. GENERAL REQUIREMENT FOR CONTRACT

- 1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

#### B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1. Withhold progress payments or final payment,
- 2. Terminate the contract,
- 3. Seek suspension/debarment, or
- 4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

#### C. <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.

Signature
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 offe	ror hereby	certifies	that it v	will compl	lv with 4	9 USC 8	§ 50101 by	7:
							,, ,	

- 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. **GENERAL CIVIL RIGHTS PROVISIONS** (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

# 5. <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. "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	

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OR

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OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/188/280	
District 1		
District 2		S
District 3		
District 4	300000	
District 5		
District 6	AY	5
District 7		
District 8		

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

Signature:		(YV)	(.12	[	Date:	
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OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/28/280	
District 1	(A) (B)	
District 2		35 60
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:	

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OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/28/28/	
District 1		
District 2		S
District 3	148	\$101
District 4	1 300000	
District 5		
District 6	A PY	
District 7		
District 8		

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Signature:	Chris	Coon	Da	te:
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